



TACMO Board Meeting - July 21, 2026 Agenda

July 21, 2026 6:30pm - 8:30pm PDT

Blue Oak Academy (Multi-Purpose Room) and Sycamore Valley Academy (Multi-Purpose Room)

In order to ensure that members of the public are provided a meaningful opportunity to address the Board on non-agenda items or agenda items that are within the Board's jurisdiction, non-agenda items may be addressed at the public comment portion of the agenda and agenda items may be addressed at the time the matter is considered by the Board. During the evening, many of the Board members will be speaking on various subjects. It should be noted that each Board member expresses only his/her opinion and not the opinion of the entire Board. Teleconferencing may be used for all purposes in connection with any meeting. All votes taken during a teleconferenced meeting shall be by roll call.

If documents are distributed to Board members concerning an agenda item within 72 hours of a regular Board meeting, at the same time the documents will be made available for public inspection. Interested members of the public may request to see the same documents by emailing the Superintendent at kaure@theacademiescharters.org and the complete packet will be shared electronically.

This meeting is held in an area accessible to the disabled. In compliance with the American Disabilities Act, if you need special assistance to participate in meetings, call (559) 429-4351 forty-eight (48) hours in advance of the meeting. Persons who are in need of disability-related modification or accommodation in order to participate in the Board meeting may make a request to Karin Aure at PO Box 1189, Visalia, CA 93279 and (559) 429-4351. Such a request should be in writing if possible or may be made in person or by telephone. The request should specify the nature of the accommodation or modification requested, including any auxiliary aids or services requested, and the name, address, and telephone number of the person making the request.

Please scroll through the packet to view all enclosures.

START
6:30pm

1. OPENING BUSINESS

6:30pm

1.1. CALL PUBLIC SESSION TO ORDER

1.2. ADA ACCOMMODATIONS

- 1.2.1 This meeting is held in an area accessible to the disabled. In compliance with the American Disabilities Act, if you need special assistance to participate in meetings, call (559) 429-4351 at CMO Home Office forty-eight (48) hours in advance of the meeting. Persons who are in need of disability-related modification or accommodation in order to participate in the Board meeting may make a request to Karin Aure

at PO Box 1189, Visalia, CA 93279 or (559) 429-4351. Such a request should be in writing if possible or may be made in person or by telephone. The request should specify the nature of the accommodation or modification requested, including any auxiliary aids or services requested, and the name, address, and telephone number of the person making the request.

1.2.2 If documents are distributed to Board members concerning an agenda item within 72 hours of a regular Board meeting, at the same time the documents will be made available for public inspection. Interested members of the public may request to see the same documents by emailing the Superintendent (kaure@theacademiescharters.org), and the complete packet will be shared electronically.

1.3. IDENTIFY CLOSED SESSION TOPICS OF DISCUSSION

1.4. PUBLIC COMMENT ON CLOSED SESSION TOPICS

1.4.1 General public comment on any closed session item will be heard. The Board may limit individual comments to no more than 3 minutes and individual topics to 20 minutes. Please begin your comments by stating your name.

1.5. PUBLIC COMMENT ON ANY SCHOOL RELATED TOPIC

1.5.1 General public comment on any school related topic may be heard at this time. The Board asks that any public comment on an item listed on tonight's agenda be addressed at the time the item comes up for discussion by the Board. Pursuant to Board Policy, the Board may limit individual comments to no more than 3 minutes and individual topics to 20 minutes. Please begin your comments by stating your name.

2. CONSENT AGENDA

2.1. Approval of Minutes of the special board meeting on June 11, 2026 and the board meeting on June 16, 2026 (Enc. No. 1)



[Enc. 1.docx.pdf](#)



[TACMO BOD 06112026 Special Meeting Minutes DRAFT.pdf](#)



[TACMO BOD 06162026 Meeting Minutes DRAFT.pdf](#)

2.2. **Approval of the May 2026 Check Register Report (Enc. No. 2)**



[Enc. 2.docx.pdf](#)



[TACMO May 2026 Combined Board Check Register.pdf](#)

2.3. **Monthly Attendance Reports for BOA and SVA (Enc. No. 3)**



[Enc. 3.docx.pdf](#)



[Attendance Report_Month 11_BOA.pdf](#)



[Attendance Report_Month 11_SVA.pdf](#)

3. **PUBLIC RECOGNITION/PROCLAMATIONS/ACTION**

- 3.1. **There are no Public Recognition/Proclamations items to include this evening.**

4. **COMMUNITY REPORTS**

Presentation/Public Hearing/Public Comment/Board Discussion

4.1. **Teacher Representative Report - No reports this evening**

4.1.1 **Blue Oak Academy**

4.1.2 **Sycamore Valley Academy**

4.2. **Principal Report - No reports this evening**

4.2.1 **Blue Oak Academy**

4.2.2 **Sycamore Valley Academy**

4.3. **Operations Director Report**

4.4. **Human Resources Director Report**

4.5. **Board Member Report**

4.6. Superintendent Report

4.6.1 Teacher Representation and Engagement

4.6.2 Board Meeting Start Time and Agenda Organization

4.6.3 Board Development and Study Sessions

5. BOARD DEVELOPMENT

Presentation/Public Hearing/Public Comment/Board Discussion

5.1. TACMO Board Member Term Renewal – Sheridyn Blain (Enc. No. 4)

 [Enc. 4.docx.pdf](#)

 [CMO Governing Board_Board Terms and Titles.pdf](#)

5.2. Board Resources

5.2.1 There are no Board Resource items to include this evening.

6. ADMINISTRATIVE PANEL RECOMMENDATIONS/ACTIONS

Review/Public Hearing/Public Input/Board Discussion/ACTION (as applicable)

6.1. There are no Administrative Panel items to discuss this evening.

7. GENERAL AGENDA

Review/Public Hearing/Public Input/Board Discussion/ACTION (as applicable)

7.1. PROGRAM UPDATES

7.1.1 2025-26 Strategic Plan Review and 2026-27 Preview (Enc. No. 5)

 [Enc. 5.docx.pdf](#)

 [2025-26 Strategic Plan Review and 2026-27 Preview_26 07 21.pdf](#)

**7.1.2 2025-26 End-of-Year Academic Performance Results
(Enc. No. 6)**

 [Enc. 6.docx.pdf](#)

 [2025-26 EOY Academic Performance Results.pdf](#)

7.1.3 2026-27 Curriculum Overview (Enc. No. 7)

 [Enc. 7.docx.pdf](#)

 [Curriculum Overview_TACMO_2026-27_FINAL.pdf](#)

7.2. ACTION ITEMS

7.2.1 DRAFT 2026-27 TACMO Employee Handbook (Enc. No. 8) ACTION

 [Enc. 8.docx.pdf](#)

 [DRAFT 2026-27 TACMO Employee Handbook \(rev. 07-2026\).pdf](#)

**7.2.2 Professional Services Agreement for Gifted Education
and Advanced Learning (Enc. No. 9) ACTION**

 [Enc. 9.docx.pdf](#)

 [Gifted Ed and Adv Learning_Professional Services Agreement_2026-27.pdf](#)

 [Gifted Ed and Adv Learning_Consultant Resume_2026-27.pdf](#)

7.3. FIRST READS

7.4. PUBLIC HEARINGS

8. CLOSED SESSION

8.1. ADJOURN TO CLOSED SESSION

8.2. PERSONNEL (Government Code § 54957). It is the intention of this governing body to meet in closed-session to consider public employee appointment/employment for the position of: 2026-27 Paraprofessional-Special Education, 2026-27 Paraprofessional-General Education, and 2026-27 internal reorganization of the following position: Administrative Support Technician

8.3. **PERSONNEL (Government Code §54957).** It is the intention of this governing body to meet in closed session to consider the public employee performance evaluation for the position of: Superintendent.

9. **REGULAR SESSION RECONVENED**

9.1. **CALL PUBLIC SESSION TO ORDER**

9.2. **REPORT ACTION TAKEN IN CLOSED SESSION (if any)**

10. **ADJOURNMENT**

10.1. **Request for future Board Agenda items**

10.2. **The next The Academies CMO board meeting: August 18, 2026 at 6:30 PM.**

END
8:30pm



ENCLOSURE #1

ENCLOSURE SUMMARY

Consideration of Approval of Minutes of the special board meeting on June 11, 2026 and the board meeting on June 16, 2026.

FROM: Stacey Nelson

DATE: 7/21/2026

BACKGROUND: Draft board meeting minutes from the special board meeting on June 11, 2026 and the board meeting on June 16, 2026.

SUPERINTENDENT'S RECOMMENDATION:

- ☐ N/A. For informational purposes only.
- ☒ Approve.



TACMO SPECIAL BOARD MEETING

JUNE 11, 2026

Minutes



THURSDAY, JUNE 11, 2026

6:30 PM – 8:30 PM

Sycamore Valley Academy (Multi-Purpose Room) & Blue Oak Academy (Multi-Purpose Room)

IN ATTENDANCE:

Karin Aure, Cristina Gutierrez, Marilou Monsivais, Alex Tietjen, Craig Wheaton

1. OPENING BUSINESS

1.1. CALL PUBLIC SESSION TO ORDER

Board Member Gutierrez called the meeting to order at 6:30 PM.

1.2. ADA ACCOMMODATIONS

1.2.1. This meeting is held in an area accessible to the disabled. In compliance with the American Disabilities Act, if you need special assistance to participate in meetings, call (559) 429-4351 at CMO Home Office forty-eight (48) hours in advance of the meeting. Persons who are in need of disability-related modification or accommodation in order to participate in the Board meeting may make a request to Donya Ball at PO Box 1189, Visalia, CA 93279 or (559) 429-4351. Such a request should be in writing if possible or may be made in person or by telephone. The request should specify the nature of the accommodation or modification requested, including any auxiliary aids or services requested, and the name, address, and telephone number of the person making the request.

1.2.2. If documents are distributed to Board members concerning an agenda item within 72 hours of a regular Board meeting, at the same time the documents will be made available for public inspection. Interested members of the public may request to see the same documents by emailing the Superintendent (dball@theacademiescharters.org), and the complete packet will be shared electronically.

1.3. IDENTIFY CLOSED SESSION TOPICS OF DISCUSSION

1.4. PUBLIC COMMENT ON CLOSED SESSION TOPICS

1.4.1. General public comment on any closed session item will be heard. The Board may limit individual comments to no more than 3 minutes and individual topics to 20 minutes. Please begin your comments by stating your name.

There were no public comments on closed session topics this evening.

1.5. PUBLIC COMMENT ON ANY SCHOOL RELATED TOPIC

1.5.1. General public comment on any school related topic may be heard at this time. The Board asks that any public comment on an item listed on tonight's agenda be addressed at the time the item comes up for discussion by the Board.

Pursuant to Board Policy, the Board may limit individual comments to no more than 3 minutes and individual topics to 20 minutes. Please begin your comments by stating your name.

There were no public comment on school related topics this evening.

2. CONSENT AGENDA

2.1. There are no items to include this evening.

3. PUBLIC RECOGNITION/PROCLAMATIONS/ACTION

3.1. There are no Public Recognition/Proclamation/Action items to include this evening.

4. COMMUNITY REPORTS

Presentation/Public Hearing/Public Comment/Board Discussion

4.1. Superintendent Report

4.1.1. July and June Board Meetings for 2026-27 (Enc. No. 1)

Superintendent Aure discussed potential adjustments to the annual board meeting schedule, including holding the Budget and LCAP public hearings during the May regular meeting to eliminate the need for a special meeting in June. The Board was receptive to the idea and also discussed moving the May regular meeting to the fourth Tuesday of the month to allow additional time to incorporate the Governor's May Revision into the proposed budget. The Board also discussed the benefits of holding a July meeting to address annual organizational business, such as staffing and contracts. It was confirmed that all 2026–27 Board meetings will be held at Blue Oak Academy.

5. BOARD DEVELOPMENT

Presentation/Public Hearing/Public Comment/Board Discussion

5.1. 2025-26 Board Self-Evaluation (Enc. No. 2)

Superintendent Aure presented the results of the Board's annual self-evaluation. Board members discussed the evaluation format and suggested revising the questions to use first-person language ("I") to encourage individual reflection. Members agreed that the results were generally consistent with their expectations and discussed opportunities to improve the Board reorganization process by establishing clearer expectations while maintaining flexibility to meet the organization's needs. The Board also expressed interest in formalizing board member expectations and communication protocols, noting that communication among members has improved. Additionally, the Board briefly discussed the possibility of adding a student board member in the future, consistent with practices used by some high school governing boards.

6. ADMINISTRATIVE PANEL RECOMMENDATIONS/ACTIONS

Review/Public Hearing/Public Input/Board Discussion/ACTION (as applicable)

6.1. There are no Administrative Panel items to discuss this evening.

7. GENERAL AGENDA

Review/Public Hearing/Public Input/Board Discussion/ACTION (as applicable)

7.1. PROGRAM UPDATES

7.1.1. There are no Program Updates this evening.

7.2. ACTION ITEMS

7.2.1. There are no Action Items this evening.

7.3. FIRST READS

7.3.1. There are no First Reads this evening.

7.4. PUBLIC HEARINGS

7.4.1. Public Hearing for: 2026 - 2027 Budget for Blue Oak Academy & Sycamore Valley Academy (Enc. No. 3)

Meagan Miller of Vertex Education presented the proposed 2026–27 budget, noting that one-time funding was not included due to its uncertain nature and associated three-year spending requirements. Board members asked clarifying questions and requested additional information prior to final budget approval, including projected reserve balances by year, a budget scenario reflecting a 3% COLA, and comparisons of local COLA increases. The public hearing was opened at 7:48 p.m. One public comment was received via Zoom. The public hearing was closed at 7:52 p.m.

7.4.2. Public Hearing for: Local Control Accountability Plan for Blue Oak Academy (Enc. No. 4)

Superintendent Aure presented the 2026–27 Blue Oak Academy Local Control and Accountability Plan (LCAP), noting that the plan maintains the same structure as the previous year, with goals and actions aligned to TACMO's Strategic Plan. Priorities for the coming year include implementation of Strategic Plan actions, strengthening Tier I instruction, and maintaining focus on the organization's charter promise. The public hearing was opened at 7:56 p.m. No public comments were received, and the hearing was closed at 7:56 p.m.

7.4.3. Public Hearing for: Local Control Accountability Plan for Sycamore Valley Academy (Enc. No. 5)

Superintendent Aure presented the 2026–27 Sycamore Valley Academy Local Control and Accountability Plan (LCAP), noting that the plan follows the same structure as the previous year, with goals and actions aligned to TACMO's Strategic Plan. Priorities for the coming year include implementation of Strategic Plan actions, strengthening Tier I instruction, and maintaining focus on the organization's charter promise. The public hearing was opened at 8:01 p.m. No public comments were received, and the hearing was closed at 8:01 p.m.

8. CLOSED SESSION

8.1. ADJOURN TO CLOSED SESSION

There are no Closed Session items this evening.

9. REGULAR SESSION RECONVENED

9.1. CALL PUBLIC SESSION TO ORDER

9.2. REPORT ACTION TAKEN IN CLOSED SESSION (if any)

10. ADJOURNMENT

10.1. Request for future Board Agenda items

10.2. The next The Academies CMO board meeting: June 16, 2026 at 6:30 PM
Board Member Gutierrez adjourned the meeting at 8:03 PM.



TACMO BOARD MEETING JUNE 16, 2026

Minutes



TUESDAY, JUNE 16, 2026

6:30 PM – 8:30 PM PDT

Sycamore Valley Academy (Multi-purpose Room) & Blue Oak Academy (Multi-purpose Room)

IN ATTENDANCE:

Karin Aure, Shauna Dolin, Cristina Gutierrez, Marilou Monsivais, Staci Soares, Mackenzie Souza,
Alex Tietjen, Claudia Van Groningen, Alexis Vance, Craig Wheaton

1. OPENING BUSINESS

Others in attendance: Laurie Aguilar, Brianna Bakke, Alejandra Cruz, Jennifer Denham, Devon Enos, Justine Esquivel, Cecilia, Gonzales, Tina Flynn, Leslie Godinez, Natalie Gonzalez, Kristina Gravitt, Chelsea Halsted, Michelle Henderson, Cristina Johnson, Susan Kappes, Janell McLaughlin, Meagan Miller, Sandra Nunes, Stephanie Perez, Lori Poggione, Brooke Quiddam, Jennifer Ramage, Fabiola Valdivia, Tina Weeaks, David Whitmore, Theresa Wright

1.1. CALL PUBLIC SESSION TO ORDER

Board Member Gutierrez called the meeting to order at 6:30 PM.

1.2. ADA ACCOMMODATIONS

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1.3. IDENTIFY CLOSED SESSION TOPICS OF DISCUSSION

1.4. PUBLIC COMMENT ON CLOSED SESSION TOPICS

1.4.1. General public comment on any closed session item will be heard. The Board may limit individual comments to no more than 3 minutes and individual topics to 20 minutes. Please begin your comments by stating your name.

There were no public comments on closed session items.

1.5. PUBLIC COMMENT ON ANY SCHOOL RELATED TOPIC

1.5.1. General public comment on any school related topic may be heard at this time. The Board asks that any public comment on an item listed on tonight's agenda be addressed at the time the item comes up for discussion by the Board. Pursuant to Board Policy, the Board may limit individual comments to no more than 3 minutes and individual topics to 20 minutes. Please begin your comments by stating your name.

Public Comment on Agenda Item – Budget

Devin Enos expressed support for the newly developed step-and-column salary schedule and encouraged the Board to consider a 3% COLA salary increase for the upcoming year. Tina Weeaks commented on teacher compensation, expressing concern about salary disparities between TACMO and neighboring school districts, particularly for veteran teachers. She noted that veteran teachers have limited opportunities for salary advancement beyond COLA increases and emphasized the additional instructional expectations placed on TACMO teachers, including project-based learning, Socratic seminars, and gifted education strategies.

2. CONSENT AGENDA

Items 2.1 through 2.9 were deemed approved by general consent.

- 2.1.** Approval of Minutes of the board meeting on May 19, 2026 (Enc. No. 1)
- 2.2.** Monthly Attendance Reports for BOA and SVA (Enc. No. 2)
- 2.3.** Vertex Master Services Agreement and Scope of Work, 2-year contract (Enc. No. 3)
- 2.4.** 2026-27 Consolidated Application for Title Funding for Blue Oak Academy (Enc. No. 4)
- 2.5.** 2026-27 Consolidated Application for Title Funding for Sycamore Valley Academy (Enc. No. 5)
- 2.6.** 2025-26 Proposition 28 Arts and Music Annual Report for Blue Oak Academy (Enc. No. 6)
- 2.7.** 2025-26 Proposition 28 Arts and Music Annual Report for Sycamore Valley Academy (Enc. No. 7)
- 2.8.** BR 26-004 2025-26 Education Protection Account Spending Plan and Resolution for Blue Oak Academy (Enc. No. 8)
- 2.9.** BR 26-005 2025-26 Education Protection Account Spending Plan and Resolution for Sycamore Valley Academy (Enc. No. 9)

3. PUBLIC RECOGNITION/PROCLAMATIONS/ACTION

- 3.1.** There are no Public Recognition/Proclamations items to include this evening.

4. COMMUNITY REPORTS

Presentation/Public Hearing/Public Comment/Board Discussion

4.1. Teacher Representative Report

Teacher Representative Janel McLaughlin presented feedback gathered from teachers at both campuses regarding the proposed cost-of-living adjustment (COLA). She reported that most staff support a 3% COLA, citing the importance of remaining competitive with neighboring districts, supporting teacher retention, recognizing the unique instructional expectations of TACMO teachers, and building on the compensation improvements made through last year's step-and-column salary schedule. She also noted concerns regarding the long-term competitiveness of teacher salaries, particularly for veteran educators, and the costs associated with staff turnover.

McLaughlin shared that some teachers expressed concern about the long-term fiscal impact of a 3% COLA given projected future deficit spending and indicated support for a more moderate increase, such as 2%, while still prioritizing competitive compensation, staff retention, and fiscal responsibility. She concluded by emphasizing teachers' desire to continue collaborative and transparent discussions regarding compensation and long-term sustainability. During discussion, Board Member Gutierrez asked how many teachers provided feedback. McLaughlin responded that she spoke with approximately 85–90% of SVA teachers, while Arturo Villasenor gathered feedback from 15 BOA teachers.

4.2. Principal Report

4.2.1. Blue Oak Academy (Enc. No. 10)

Principal Staci Soares provided a report on behalf of both school sites, highlighting summer planning efforts for teachers. She shared that teacher teams were offered up to five days of paid planning time in response to staff feedback, and that most teams have accepted the opportunity. Principal Soares also reported on the recent leadership retreat, describing it as the most productive and well-organized retreat she has experienced at TACMO.

During discussion, Board Member Aceves asked about project-based learning (PBL) development and the use of outside resources. Principal Soares explained that PBL training is incorporated into new teacher onboarding. Superintendent Aure added that new contracts are in place to support gifted education and mathematics instruction and that PBL implementation will continue to be strengthened through both external professional development and internal staff expertise.

4.2.2. Sycamore Valley Academy (Enc. No. 11)

See item 4.2.1.

4.3. Operations Director Report

4.3.1. After-School Program (ASP) Summer Update

Operations Director Claudia Van Groningen provided an update on the summer enrichment programs for Blue Oak Academy and Sycamore Valley Academy. She reported that both programs will be hosted at BOA this summer, serving approximately 120–140 students each week and employing 14 teachers and 22 classified staff members. Claudia also shared that a World Cup Soccer Enrichment Camp has been added to provide an additional summer learning opportunity for students.

4.4. Human Resources Director Report

There was no Human Resource Director report this evening.

4.5. Board Member Report

There were no Board Member reports this evening.

4.6. Superintendent Report

4.6.1. Annual TAPTO Meeting

Superintendent Aure reported that the SVA PTO is considering reorganizing as a booster club and revising the TAPTO bylaws. She plans to meet with representatives from both SVA and BOA later this month to discuss the proposed changes. During discussion, Board Member Wheaton noted that TAPTO was originally established to support fiscal accountability. Board Member Tietjen added that an administrative regulation was adopted two years ago in response to identified needs, and Board Member Monsivais emphasized that the current structure was developed thoughtfully to maintain appropriate accountability and oversight.

4.6.2. VUSD Operations Update

Superintendent Aure reported on a recent meeting with Visalia Unified School District operations, facilities, and maintenance staff. Discussions included standard operating procedures, department structure, and lead personnel responsibilities. She shared that the SVA leach line project remains on schedule and that bottled water will continue to be provided at SVA while VUSD works with Self-Help Enterprises to resolve the water system issue. The long-term goal is to connect the campus to Cal Water service. Superintendent Aure also noted that the Facilities Use Agreement (FUA) will be reviewed in the fall, at which time utility costs will also be evaluated.

4.6.3. TACMO Board Annual Conference

5. BOARD DEVELOPMENT

Presentation/Public Hearing/Public Comment/Board Discussion

5.1. Board Resources

5.1.1. There are no Board Resource items to include this evening.

6. ADMINISTRATIVE PANEL RECOMMENDATIONS/ACTIONS

Review/Public Hearing/Public Input/Board Discussion/ACTION (as applicable)

6.1. There are no Administrative Panel items to discuss this evening.

7. GENERAL AGENDA

Review/Public Hearing/Public Input/Board Discussion/ACTION (as applicable)

7.1. PROGRAM UPDATES

7.1.1. 2026 Local Control Accountability Plan Local Indicators for Blue Oak Academy (Enc. No. 12)

7.1.1 and 7.1.2 were reviewed together, informational only.

7.1.2. 2026 Local Control Accountability Plan Local Indicators for Sycamore Valley Academy (Enc. No. 13)

See item 7.1.1.

7.2. ACTION ITEMS

7.2.1. 2026 Local Control Accountability Plan for Blue Oak Academy (Enc. No. 14)

ACTION

Superintendent Aure presented items 7.2.1 and 7.2.2 together. During discussion, Board Member Gutierrez asked how the community was engaged in the development of the LCAPs. Superintendent Aure explained that input was gathered through parent forums, dedicated staff meeting time, student surveys, and student focus groups. Board Member Tietjen moved to approve the 2026 Local Control Accountability Plan for Blue Oak Academy and the 2026 Local Control Accountability Plan for Sycamore Valley Academy; Board Member Aceves seconded; Approved 5–0 with Board Members Blain and Faris absent.

7.2.2. 2026 Local Control Accountability Plan for Sycamore Valley Academy (Enc. No. 15) ACTION

See item 7.2.1.

7.2.3. 2026-27 Budget for Blue Oak Academy and Sycamore Valley Academy (Enc. No. 16) ACTION

Meagan Miller of Vertex Education presented the proposed 2026–27 budgets for Blue Oak Academy and Sycamore Valley Academy. Board Member Wheaton shared that he had requested the 3% COLA projection for comparison purposes and emphasized the importance of balancing fiscal responsibility with investing in staff. Board members discussed the projected impact of various COLA scenarios, the organization's long-term financial outlook, the possibility of future salary adjustments should additional funding become available, and the value of continued teacher involvement in the budget development process.

Board Member Wheaton moved to approve the 2026-27 Budget for Blue Oak Academy and Sycamore Valley Academy with a 2% COLA salary increase for staff; Board Member Tietjen seconded; Approved 5–0 with Board Members Blain and Faris absent.

7.2.4. Monthly Financials Presentation (Enc. No. 17) ACTION

Meagan Miller of Vertex Education presented the monthly financial report. Board Member Aceves moved to approve the Monthly Financials Presentation; Board Member Monsivais seconded; Approved 5–0 with Board Members Blain and Faris absent.

7.2.5. DRAFT 2026-27 TACMO Salary Schedules (Enc. No. 18) ACTION

Human Resources Director Shauna Dolin presented the updated salary schedules, which incorporated the approved 2% COLA increase along with additional corrections and revisions.

Board Member Tietjen moved to approve the DRAFT 2026-27 TACMO Salary Schedules as presented; Board Member Monsivais seconded; Approved 5–0 with Board Members Blain and Faris absent.

7.2.6. 2026-27 Property Insurance Quote with Glatfelter Public Practice (Enc. No. 19)

ACTION

Superintendent Aure presented the recommended property insurance quote for board consideration.

Board Member Gutierrez moved to approve the 2026-27 Property Insurance Quote with Glatfelter Public Practice; Board Member Wheaton seconded; Approved 5–0 with Board Members Blain and Faris absent.

7.2.7. 2026-27 Workers Compensation Quote with Preferred Employers (Enc. No. 20)

ACTION

Superintendent Aure presented the recommended workers' compensation insurance quote, noting that the premium had increased by approximately 50%. During discussion, Board Member Aceves requested that comparison quotes be obtained in future years when possible.

Board Member Aceves moved to approve the 2026-27 Workers Compensation Quote with Preferred Employers; Board Member Monsivais seconded; Approved 5–0 with Board Members Blain and Faris absent.

7.2.8. BP 26-003 Cell Phones, Smartphones, Pagers, & Other Electronic Signaling Devices DRAFT (Enc. No. 22) ACTION

Superintendent Aure presented the proposed board policy regarding student use of cell phones and other electronic signaling devices. During discussion, Board Member Aceves expressed concern that the phrase "perceived threat of danger" was too ambiguous and noted that personal cell phone use during an emergency could create additional confusion. Board Member Tietjen clarified that implementation procedures for the policy are addressed within each school's safety plan.

Board Member Tietjen moved to approve BP 26-003 Cell Phones, Smartphones, Pagers, & Other Electronic Signaling Devices DRAFT; Board Member Wheaton seconded; Approved 4–0–1 with Board Member Aceves abstaining and Board Members Blain and Faris absent.

7.3. FIRST READS

7.4. PUBLIC HEARINGS

8. CLOSED SESSION

8.1. ADJOURN TO CLOSED SESSION

Board Member Gutierrez adjourned to closed session at 8:22 PM.

8.2. PERSONNEL (Government Code § 54957). It is the intention of this governing body to meet in closed-session to consider public employee appointment/employment for the position of: 2026-27 Core Academic & Enrichment Teacher and 2026-27 Sycamore Valley Academy Principal

8.3. PERSONNEL (Government Code §54957). It is the intention of this governing body to meet in closed session to consider the public employee performance evaluation

for the position of: Superintendent.

9. REGULAR SESSION RECONVENED

9.1. CALL PUBLIC SESSION TO ORDER

Board Member Gutierrez called public session back to order at 8:59 PM.

9.2. REPORT ACTION TAKEN IN CLOSED SESSION (if any)

Board Member Gutierrez reported with five Board Members present (Cristina Gutierrez, Mary Aceves, Marilou Monsivais, Alex Tietjen, Craig Wheaton) and two board members absent (Sheridyn Blain, Omar Faris) the board voted 5-0 to approve the following hires and appointments: 2026-27 Core Academic & Enrichment Teacher and 2026-27 Sycamore Valley Academy Principal.

10. ADJOURNMENT

10.1. Request for future Board Agenda items

Board members discussed the importance of engaging teachers earlier in the annual budget development process. Board Member Tietjen suggested exploring a standing budget committee in place of the current ad hoc committee to support ongoing discussion regarding teacher compensation and closing the wage gap. Board Member Monsivais and Board Member Gutierrez expressed support for increasing teacher involvement earlier in the process. The board reached a general consensus on the value of strengthening early teacher engagement in future budget development discussions.

10.2. The next The Academies CMO board meeting: July 21, 2026 at 6:30 PM.

Board Member Gutierrez adjourned the meeting at 8:50 PM.



ENCLOSURE #2

ENCLOSURE SUMMARY

Consideration of Approval of the May 2026 Check Register Report

FROM: Stacey Nelson

DATE: 7/21/2026

BACKGROUND: Vertex Education's monthly report with all financial expenditures for the month of May.

SUPERINTENDENT'S RECOMMENDATION:

- ☐ N/A. For informational purposes only.
- ☒ Approve.

Combined Board Check Register							
School:	TACMO						
Month:	May 2026						
						Total Paid By Check: \$ 181,743.57	
						Total Paid By Credit Card: \$ 10,661.11	
Payment Type	Check #/CC Account	Vendor	Transaction Date	Description	Void	Amount	
Check	9691	Chuck E. Cheese	5/6/2026	Bill #00430515418267--BOA 3rd grade field trip on: 05/01/26		\$ 874.02	
Check	9692	Wild Child Adventures	5/6/2026	Bill #3737--Bubble Assembly for SVA Kindergarten		\$ 320.00	
Check	9693	Fresno Flyers Track Club	5/6/2026	Bill #5042463--Entry Fees for 2 SVA Student Athletes to Valley Youth Championship		\$ 30.00	
Check	9694	Amazon Capital Services	5/11/2026	Bill #1G49-XNMM-LM44--Supplies Bill #1WJJ-7FWJ-4L16--Supplies Bill #1GWG-MT66-MF4G--Supplies Bill #1Y7H-RQ4C-M9L4--Supplies Bill #1CG9-3DLK-MKX9--Supplies Bill #1JK3-G4DT-1HT9--Supplies Bill #1DM9-CY4Q-4PJ9--Supplies Bill #17KY-NT34-P4RM--Supplies Bill #1LGN-LXHV-JYQ3--Supplies		\$ 705.48	
Check	9695	American Fidelity Assurance	5/11/2026	Bill #2693989--09/30/26 Flex Plan Liability Coverage		\$ 620.00	
Check	9696	Balloon Elegance by Mary V	5/11/2026	Bill #1804--Balloon Column		\$ 150.00	
Check	9697	Christy White	5/11/2026	Bill #24869--2024-25 Tax Services: 2024 Tax Return		\$ 2,500.00	
Check	9698	Classic Charter, Inc.	5/11/2026	Bill #177762--Vehicle Charge Bill #177186--Vehicle Charge Bill #177758--Vehicle Charge Bill #177716--Vehicle Charge Bill #177711--Vehicle Charge Bill #177187--Vehicle Charge Bill #177760--Vehicle Charge Bill #177756--Vehicle Charge Bill #177710--Vehicle Charge Bill #177755--Vehicle Charge Bill #177759--Vehicle Charge		\$ 6,460.00	

Payment Type	Check #/CC Account	Vendor	Transaction Date	Description	Void	Amount
Check	9698	Classic Charter, Inc.	5/11/2026	Bill #177712--Vehicle Charge Bill #177201--Vehicle Charge Bill #177717--Vehicle Charge Bill #177713--Vehicle Charge Bill #177761--Vehicle Charge Bill #177200--Vehicle Charge Bill #177714--Vehicle Charge Bill #177757--Vehicle Charge Bill #177715--Vehicle Charge		Cont'd
Check	9699	Cline's Business Equipment, Inc.	5/11/2026	Bill #282436--Contract Usage charge: 04/01 - 04/30/26 Bill #281919--Contract Usage charge: 03/12 - 04/11/26 & Standard min charge Bill #282148--Contract Usage charge: 03/22 - 04/21/26		\$ 2,186.71
Check	9700	ODP Business Solutions, LLC	5/11/2026	Bill #465009583001--Supplies Bill #465029761001--Supplies Bill #465009582001--Supplies Bill #465008873001--Supplies Bill #465941864001--Supplies Bill #465034421001--Supplies Bill #465034418001--Supplies Bill #465034420001--Supplies		\$ 476.09
Check	9701	Visalia Unified School District	5/11/2026	Bill #3965--Transportation Charges Due by 05/27/26		\$ 2,838.80
Check	9702	Visalia Unified School District	5/11/2026	Bill #3964--Transportation Charges		\$ 890.40
Check	9703	WM Corporate Services Inc	5/11/2026	Bill #5001595-0165-8--Waste Svc : May 2026		\$ 801.67
Check	9704	Big L Ranch	5/15/2026	Bill #051226--SVA TK field trip on 5/12/26 entrance fees		\$ 240.00
Check	9705	EdTec	5/15/2026	Bill #CINV-00016132--Postage Bill back Bill #CINV-00016022--EdTec Monthly - May 2026		\$ 16,399.96
Check	9706	Self-Insured Schools of California	5/15/2026	Bill #May 2026--Billing Period: May 2026		\$ 80,415.75
Check	9707	Amazon Capital Services	5/19/2026	Bill #1FWR-11X1-TLTJ--Supplies Bill #1G3N-YKV4-CCMQ--Supplies Bill #16XL-W7HL-79ND--Supplies Bill #1JPQ-JDMY-93KM--Supplies		\$ 292.58
Check	9708	Hidey Alvarez	5/19/2026	Bill #043026--Reimb: Mileage		\$ 114.84
Check	9709	Foundation for Educational Administration	5/19/2026	Bill #ACSA-0000012407--Services: 05/01/26		\$ 683.43
Check	9710	Christy White	5/19/2026	Bill #25037--2025-26 Charter School Audit: 1st Progress invoice 25% of Contract & Less 10% Retention		\$ 5,601.37

Payment Type	Check #/CC Account	Vendor	Transaction Date	Description	Void	Amount
Check	9711	Classic Charter, Inc.	5/19/2026	Bill #177203--Vehicle Charge Bill #177768--Vehicle Charge Bill #177769--Vehicle Charge Bill #177766--Vehicle Charge Bill #177765--Vehicle Charge Bill #177764--Vehicle Charge Bill #177202--Vehicle Charge Bill #177763--Vehicle Charge Bill #177767--Vehicle Charge Bill #177770--Vehicle Charge		\$ 3,230.00
Check	9712	Cline's Business Equipment, Inc.	5/19/2026	Bill #282334--Contract Usage charge: 04/01 - 04/30/26 & Standard min charge Bill #282200--IT Service: 04/29/26		\$ 1,546.93
Check	9713	J&D Lighting & Alarm	5/19/2026	Bill #419066--Trip Charge Minimum Service Charge & Batteries		\$ 150.00
Check	9714	Stacey Nelson	5/19/2026	Bill #051126--Reimb: Mileage		\$ 135.21
Check	9715	ODP Business Solutions, LLC	5/19/2026	Bill #464988985001--Supplies Bill #465055593001--Supplies Bill #467118289001--Supplies Bill #463697479001--Supplies Bill #464987489001--Supplies Bill #466393741001--Supplies Bill #465009587001--Supplies Bill #465063643001--Supplies Bill #463740607001--Supplies		\$ 1,484.93
Check	9716	Rosenberg Cassady LLP	5/19/2026	Bill #150--Services: 04/07 - 04/17/26		\$ 1,120.00
Check	9717	Lauren Ventura	5/19/2026	Bill #050526--Reimb: Mileage		\$ 163.85
Check	9718	PresenceLearning, Inc.	5/19/2026	Bill #INV88416--SLP Svcs: Weekly Dedicated OT & SLP Hours		\$ 18,220.59
Check	9719	Investors Property Management	5/27/2026	Bill #June 2026--TACMO Home Office Monthly Rent		\$ 1,000.00
Check	9720	The Stepping Stones Group LLC	5/29/2026	Bill #M0286041--Services: 04/12 - 04/25/26		\$ 66.70
Check	9721	ODP Business Solutions, LLC	5/29/2026	Bill #468091947001--Supplies Bill #468086815001--Supplies Bill #464969675001--Supplies Bill #466323809001--Supplies Bill #465333641001--Supplies Bill #466163519001--Supplies Bill #466166733001--Supplies Bill #464990788001--Supplies Bill #468091945001--Supplies Bill #466393741002--Supplies Bill #464990821001--Supplies Bill #464990815001--Supplies Bill #468091946001--Supplies		\$ 1,358.73

Note: Multiple expenses or "Itemized/Invoice Amounts" may be paid by one check. The total "Check Amount" will appear for each "Itemized/Invoice Amount" paid by the check.

Payment Type	Check #/CC Account	Vendor	Transaction Date	Description	Void	Amount
Check	9722	Visalia Unified School District	5/29/2026	Bill #4005--Transportation Charges Bill #4006--Transportation Charges		\$ 3,442.90
Check	9723	Visalia Unified School District	5/29/2026	Bill #3997--Transportation Charges Due by 06/10/26 Bill #3996--Transportation Charges Due by 06/10/26		\$ 6,261.86
Check	9724	Cline's Business Equipment, Inc.	5/29/2026	Bill #282990--Standard min charge Bill #282991--Contract Usage charge: 04/13 - 05/12/26 Bill #282920--IT Service: 05/08/26 Bill #282509--Konica Minolta Bill #282510--Konica Minolta Bill #282989--Contract Usage charge: 04/13 - 05/12/26		\$ 494.50
Check	9725	Tulare County Superintendent of Schools	5/29/2026	Bill #263560--CGI Math 3-6: 10/30/25 Bill #263321--School Safety Symposium: 04/16 - 04/17/26 Bill #263486--CCLA Network: 04/23/26 Bill #263281--CCLA Session: 02/17/26 Bill #263277--Math CCLA Session 3: 02/17/26 Bill #263248--Math CCLA Session 4: 04/16/26 Bill #263547--CGI Math K-3: 03/11/26 Bill #263537--CGI Math K-3: 10/23/25 Bill #263274--CCLA ELA/Math Leadership: 01/22/26 Bill #263212--Math CCLA Session 4: 04/16/26		\$ 2,302.00
Check	9725	Tulare County Superintendent of Schools	5/29/2026	Bill #263403--2026 Tulare County Spelling Bee Championship: 03/05/26 Bill #263538--CGI Math K-3: 10/23/25 Bill #263549--CGI Math K-3: 03/11/26 Bill #263261--CCLA ELA/Math Leadership: 01/22/26 Bill #263640--Registration Fee for Blue Oak Academy Teams: 05/07/26 Bill #263641--Registration Fee for Sycamore Valley Teams: 05/07/26 Bill #263620--Registration Fee for Blue Oak Academy Teams: 04/30/26 Bill #263569--CGI Math 3-6: 03/10/26		Cont'd

Payment Type	Check #/CC Account	Vendor	Transaction Date	Description	Void	Amount
Check	9726	Amazon Capital Services	5/29/2026	Bill #1NX6-J4H9-H6CW--Supplies Bill #1KVP-66HM-6NRX--Supplies Bill #1LKK-MNNH-JCJD--Supplies Bill #1NXY-4FCD-HYYK--Supplies Bill #1C7J-TY3C-JJWW--Supplies Bill #1GW1-TR9H-R7LT--Supplies Bill #13P7-R6MT-RJNJ--Supplies Bill #1LJ4-JWPR-QLNC--Supplies Bill #1YGG-4R9D-HH6T--Supplies Bill #1V4D-YPP7-6H6N--Supplies Bill #1DDL-3PTD-9HK3--Supplies		\$ 577.70
Check	9727	Classic Charter, Inc.	5/29/2026	Bill #177222--Vehicle Charge Bill #177771--Vehicle Charge Bill #177774--Vehicle Charge Bill #177205--Vehicle Charge Bill #177772--Vehicle Charge Bill #177224--Vehicle Charge Bill #177775--Vehicle Charge Bill #177204--Vehicle Charge Bill #177773--Vehicle Charge Bill #177776--Vehicle Charge		\$ 3,230.00
Check	9728	The McLennan Group, LLC	5/29/2026	Bill #1133--LCAP Mid Year Reporting - Metric Completion		\$ 573.75
Check	9729	Krystal Eastman	5/29/2026	Bill #051226--Reimb: Mileage		\$ 174.80
Check	9730	Karin Aure	5/29/2026	Bill #051126--Reimb: ACSA Superintendent Symposium Pre-Board Meeting lunch & Mileage		\$ 1,271.93
Check	9731	Claudia Van Groningen	5/29/2026	Bill #050126--Reimb: Snacks for giveaway at outreach event & Mileage		\$ 81.08
Check	9732	Shauna Dolin	5/29/2026	Bill #043026--Reimb: Mileage		\$ 102.73
Check	DB050426	Christine Olvera	5/4/2026	DB050426 - TACMO home office weekly cleaning		\$ 50.00
Check	DB050426-1	LEAF Capital Funding, LLC	5/4/2026	DB050426-1 - Monthly copier service		\$ 457.99
Check	DB050526	CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION	5/5/2026	DB050526 - Use Tax quarterly payment		\$ 177.33
Check	DB051126	SoCalGas	5/11/2026	DB051126 - TACMO home office monthly gas bill		\$ 18.59
Check	DB051226	Christine Olvera	5/12/2026	DB051226 - TACMO home office weekly cleaning		\$ 50.00
Check	DB051326	Southern California Edison	5/13/2026	DB051326 - TACMO home office monthly electricity bill		\$ 37.14
Check	DB051326-1	LEAF	5/13/2026	DB051326-1 - Monthly copier service		\$ 388.48
Check	DB051826	Cardmember Service	5/18/2026	DB051826 - TACMO monthly credit card bill		\$ 10,661.11
Check	DB051926	Christine Olvera	5/19/2026	DB051926 - TACMO home office weekly cleaning		\$ 50.00
Check	DB052026	LEAF Capital Funding, LLC	5/20/2026	DB052026 - Monthly copier services		\$ 211.64
Check	DB052726	Christine Olvera	5/27/2026	DB052726 - TACMO home office weekly cleaning		\$ 50.00
Credit Card	9515-8054	Tracfone *Services	5/14/2026	04/15 - Tracfone *Services - ASP monthly cell phone bill		\$ 21.88

Note: Multiple expenses or "Itemized/Invoice Amounts" may be paid by one check. The total "Check Amount" will appear for each "Itemized/Invoice Amount" paid by the check.

Payment Type	Check #/CC Account	Vendor	Transaction Date	Description	Void	Amount
Credit Card	9515-8054	OTC Brands	5/14/2026	04/20 - OTC Brands - Supplies for math		\$ 32.15
Credit Card	9515-8054	Openal *ChatGPT	5/14/2026	04/17 - Openal *ChatGPT - ChatGPT Business Subscription		\$ 45.42
Credit Card	9515-8054	AgaServiceco Mar TT Allianzins	5/14/2026	04/20 - AgaServiceco Mar TT Allianzins - Travel Protection for Alternatives to Suspension conference		\$ 20.22
Credit Card	9515-8054	AgaServiceco Mar TT Allianzins	5/14/2026	04/20 - AgaServiceco Mar TT Allianzins - Travel Protection for Alternatives to Suspension conference		\$ 20.22
Credit Card	9515-8054	Comcast / Xfinity	5/14/2026	04/23 - Comcast / Xfinity - TACMO home office monthly telephone and internet bill		\$ 239.23
Credit Card	9515-8054	The UPS Store	5/14/2026	04/28 - The UPS Store - Mailing exit package		\$ 18.33
Credit Card	9515-8054	Mission Coffee	5/14/2026	05/13 - Mission Coffee - CMO staff meeting		\$ 8.68
Credit Card	9515-8054	Tracfone *Services	5/14/2026	05/13 - Tracfone *Services - TACMO home office monthly cell phone bill		\$ 16.75
Credit Card	9515-8054	Mission Coffee	5/14/2026	05/14 - Mission Coffee - CMO staff meeting		\$ 7.92
Credit Card	9515-8054	Openal *ChatGPT	5/14/2026	05/14 - Openal *ChatGPT - ChatGPT Plus Subscription		\$ 20.00
Credit Card	9515-8054	Sushi Kuu	5/14/2026	04/29 - Sushi Kuu - CMO staff celebration lunch		\$ 170.14
Credit Card	9515-8054	Apple.com	5/14/2026	05/01 - Apple.com - BOA staff computer		\$ 1,239.42
Credit Card	9515-8054	ACT City of Visalia	5/14/2026	05/04 - ACT City of Visalia - Park rental for TACMO Staff Picnic		\$ 27.00
Credit Card	9515-8054	Apple.com	5/14/2026	05/04 - Apple.com - BOA staff computer		\$ 4,957.69
Credit Card	9515-8054	BL Quality Meats	5/14/2026	05/05 - BL Quality Meats - Food for TACMO Staff Picnic		\$ 2,218.92
Credit Card	9515-8054	Amazon Mktplace	5/14/2026	05/05 - Amazon Mktplace - Item 1 of 2 on same receipt: Decoration Board Appreciation Dinner		\$ 249.79
Credit Card	9515-8054	Amazon Mktplace	5/14/2026	05/05 - Amazon Mktplace - Item 2 of 2 on same receipt: Decoration Board Appreciation Dinner		\$ 101.36
Credit Card	9515-8054	Kona Ice	5/14/2026	05/06 - Kona Ice - TACMO Staff Picnic		\$ 575.00
Credit Card	9515-8054	Constant Contact, Inc.	5/14/2026	05/07 - Constant Contact, Inc. - Monthly renewal for email subscription		\$ 62.00
Credit Card	9515-8054	Amazon Mktplace	5/14/2026	05/14 - Amazon Mktplace - Computer supplies		\$ 43.05
Credit Card	9515-8054	John Wiley & Sons	5/14/2026	04/14 - John Wiley & Sons - Professional Development Book		\$ 24.00
Credit Card	9515-8054	Urbane Cafe	5/14/2026	04/16 - Urbane Cafe - Lunch during interviews		\$ 81.02
Credit Card	9515-8054	Amazon Mktplace	5/14/2026	04/23 - Amazon Mktplace - Earphones for testing		\$ 34.71
Credit Card	9515-8054	Padlet	5/14/2026	05/01 - Padlet - Padlet monthly subscripoin		\$ 9.99
Credit Card	9515-8054	UPS	5/14/2026	05/04 - UPS - Mailing CUM file to Crestwood Elementary		\$ 11.30
Credit Card	9515-8054	UPS	5/14/2026	05/04 - UPS - Mailing CUM file to Morro Bay Elementary		\$ 11.30
Credit Card	9515-8054	UPS	5/14/2026	05/04 - UPS - Mailing CUM file to Farmersville HS		\$ 11.58
Credit Card	9515-8054	Band Shoppe	5/14/2026	04/16 - Band Shoppe - ASP Supplies		\$ 382.04

Note: Multiple expenses or "Itemized/Invoice Amounts" may be paid by one check. The total "Check Amount" will appear for each "Itemized/Invoice Amount" paid by the check.



ENCLOSURE #3

ENCLOSURE SUMMARY

Consideration of Approval of Monthly Attendance Reports for BOA and SVA

FROM: Christina Nunez & Joy George

DATE: 7/21/2026

BACKGROUND: Monthly attendance reports pulled from PowerSchool for each school site.

SUPERINTENDENT'S RECOMMENDATION:

- ☐ N/A. For informational purposes only.
- ☒ Approve.

Attendance Summary By Grade

Blue Oak Academy

05/18/2026 to 06/12/2026 = 14 school days

Grade Level	Carry Fwd	Gain	Mult Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Absent	Days Attd	ADA	ADA %
-1	40	0	0	40	0	560	0	0	30.00	530.00	37.86	94.64%
0	48	0	0	48	0	672	0	0	41.00	631.00	45.07	93.90%
Subtotal	88	0	0	88	0	1232	0	0	71.00	1161.00	82.93	94.24%
1	53	0	0	53	0	742	0	0	41.00	701.00	50.07	94.47%
2	50	0	0	50	0	700	0	0	40.00	660.00	47.14	94.29%
3	54	0	0	54	0	756	0	0	48.00	708.00	50.57	93.65%
Subtotal	157	0	0	157	0	2198	0	0	129.00	2069.00	147.78	94.13%
4	39	0	0	39	0	546	0	0	29.00	517.00	36.93	94.69%
5	43	0	0	43	0	602	0	0	43.00	559.00	39.93	92.86%
6	38	0	0	38	0	532	0	0	15.00	517.00	36.93	97.18%
Subtotal	120	0	0	120	0	1680	0	0	87.00	1593.00	113.79	94.82%
7	38	0	0	38	0	532	0	0	44.00	488.00	34.86	91.73%
8	43	0	0	43	0	602	0	0	34.00	568.00	40.57	94.35%
Subtotal	81	0	0	81	0	1134	0	0	78.00	1056.00	75.43	93.12%
Grand Total	446	0	0	446	0	6244	0	0	365.00	5879.00	419.93	94.15%

To the best of my knowledge,
the above attendance information is correct.

Signed

Date 07/16/2026

Report Calculations

((Carry Fwd + Gain - Mult. Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E)] X 100 = ADA%

[Note: Multiple gains are for students that entered more than one time during the report time span.]

Attendance Summary By Grade

Sycamore Valley Academy
05/18/2026 to 06/05/2026 = 14 school days

Grade Level	Carry Fwd	Gain	Mult Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Absent	Days Attd	ADA	ADA %
-1	24	0	0	0	24	336	0	0	24.00	312.00	22.29	92.86%
0	38	0	0	0	38	532	0	0	26.00	506.00	36.14	95.11%
Subtotal	62	0	0	0	62	868	0	0	50.00	818.00	58.43	94.24%
1	43	0	0	0	43	602	0	0	22.00	580.00	41.43	96.35%
2	41	0	0	0	41	574	0	0	29.00	545.00	38.93	94.95%
3	43	0	0	0	43	602	0	0	39.00	563.00	40.21	93.52%
Subtotal	127	0	0	0	127	1778	0	0	90.00	1688.00	120.57	94.94%
4	45	0	0	0	45	630	0	0	38.00	592.00	42.29	93.97%
5	44	0	0	0	44	616	0	0	33.00	583.00	41.64	94.64%
6	47	0	0	0	47	658	0	0	50.00	608.00	43.43	92.40%
Subtotal	136	0	0	0	136	1904	0	0	121.00	1783.00	127.36	93.64%
7	41	0	0	0	41	574	0	0	36.00	538.00	38.43	93.73%
8	42	0	0	0	42	588	0	0	31.00	557.00	39.79	94.73%
Subtotal	83	0	0	0	83	1162	0	0	67.00	1095.00	78.22	94.23%
Grand Total	408	0	0	0	408	5712	0	0	328.00	5384.00	384.58	94.26%

To the best of my knowledge,
the above attendance information is correct.

Signed Tory George
Date 7/16/26

Report Calculations

((Carry Fwd + Gain - Mult. Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E)] X 100 =
ADA%

[Note: Multiple gains are for students that entered more than one time during the report time span.]



ENCLOSURE #4

ENCLOSURE SUMMARY

TACMO Board Member Term Renewal – Sheridyn Blain

FROM: Stacey Nelson

DATE: 7/21/2026

BACKGROUND: TACMO Board Members are appointed with 2 year terms that must be renewed at the end of each term.

SUPERINTENDENT'S RECOMMENDATION:

- ☒ N/A. For informational purposes only.
- ☐ Approve.

	Name	Board Member Since	Parent?	Office	Term Expiration 2 Year Terms w/ option to renew
1	Cristina Gutierrez	Apr 2021	No	Chair	January 31, 2027
2	Mary Aceves	Jan 2024	SVA	Vice Chair	January 31, 2028
3	Alex Tietjen	Feb 2018	BOA	Secretary	January 31, 2028
4	Marilou Monsivais	Apr 2021	No	Treasurer	January 31, 2027
5	Craig Wheaton, Ed.D.	Feb 2017	No	Member	January 31, 2028
6 (min)	Sheridyn Blain	Aug 2024	BOA	Member	July 31, 2026
7	Omar Faris	Jan 2026	SVA	Member	January 31, 2028
8			No/ BOA/ SVA	Member	
9 (max)			No/ BOA/ SVA	Member	

By 19-20: min =6, max= 9; No fewer than 4 and no greater than 8 members are Parent Reps with no fewer than 2 per school; minimum one non-parent community member on the Board; authorizer MAY (but is not required to) have a representative on the Board.

SVA Administration	
Name	Title
Karin Aure	Superintendent
David Whitmore	Principal
Mackenzie Souza	Vice Principal

BOA Administration	
Name	Title
Karin Aure	Superintendent
Staci Soares	Principal
Alexis Vance	Vice Principal



ENCLOSURE #5

ENCLOSURE SUMMARY

2025-26 Strategic Plan Review and 2026-27 Preview

FROM: Karin Aure

DATE: 7/21/2026

BACKGROUND: As we close out the 2025-26 school year, we are also wrapping up Year 2 of the TACMO Strategic Plan implementation. During the Board study session in February, the Board reviewed mid-year progress monitoring data for Year 2 action goals. In this update, we provide end-of-year (EOY) data for this year's actions as well as the Strategic Plan's broader organizational goals. Additionally, we preview the Year 3 actions for 2026-27.

SUPERINTENDENT'S RECOMMENDATION:

- ☒ N/A. For informational purposes only.
- ☐ Approve.

2025-26 Strategic Plan Review and 2026-27 Preview

TACMO Board Meeting - July 21, 2026

Vision

We create an inclusive community with access to rigorous and enriching educational experiences that challenge and support individuals to achieve their personal best and realize new opportunities.



Misson



The mission of our school is to engage every student in a manner which cultivates growth and nurtures their curiosity, creativity, and talents. Our collaborative community empowers students to grow into self-directed thinkers and virtuous citizens, equipped with a love of learning and a love of life; eager to contribute their gifts to a better, more equitable world.

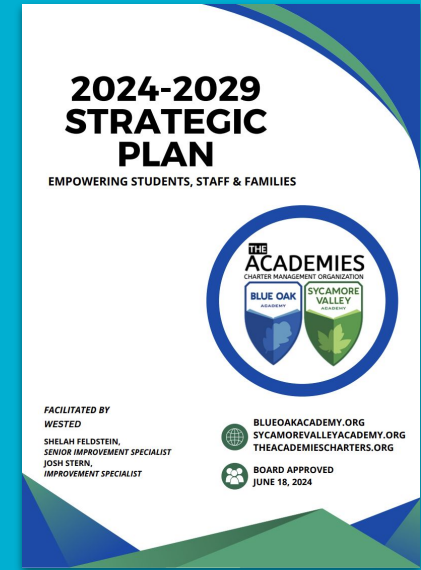
Strategic Plan 2024-29

Pillar A: Provide Quality Education for All

- Gifted education
- Aligned literacy instruction
- Common behavior system
- Coordination of Services

Pillar B: Invest in People

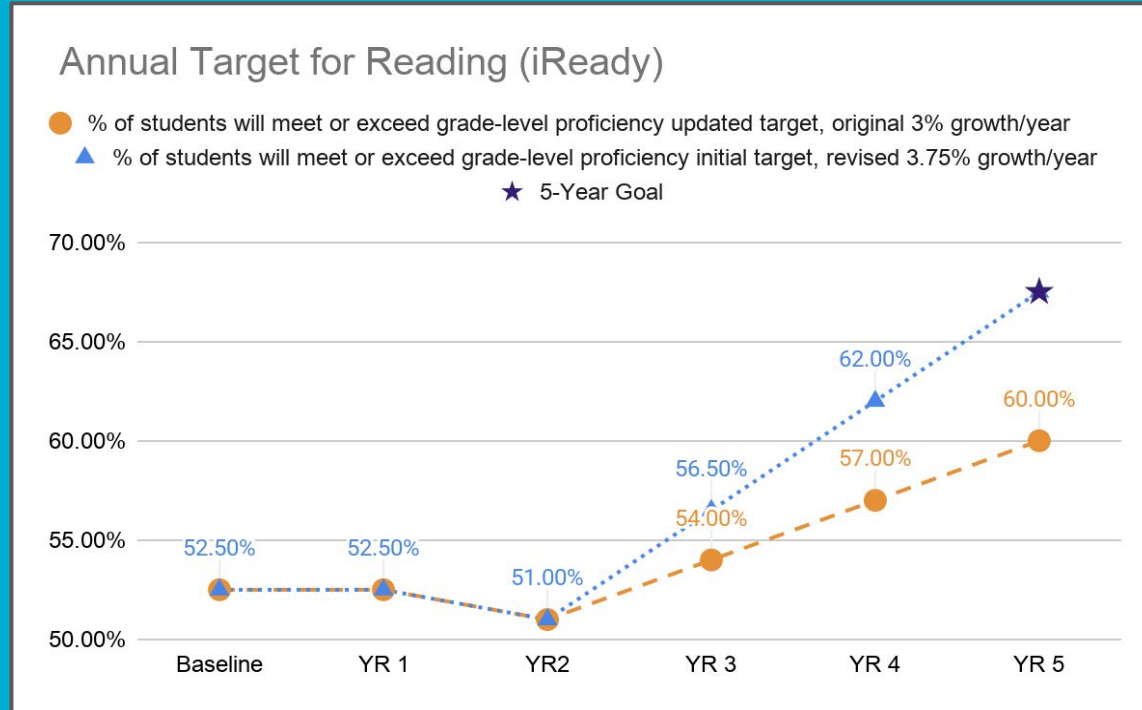
- Coordinated hiring process
- Staff retention and development
- Student recruitment
- Community and belonging for students and families



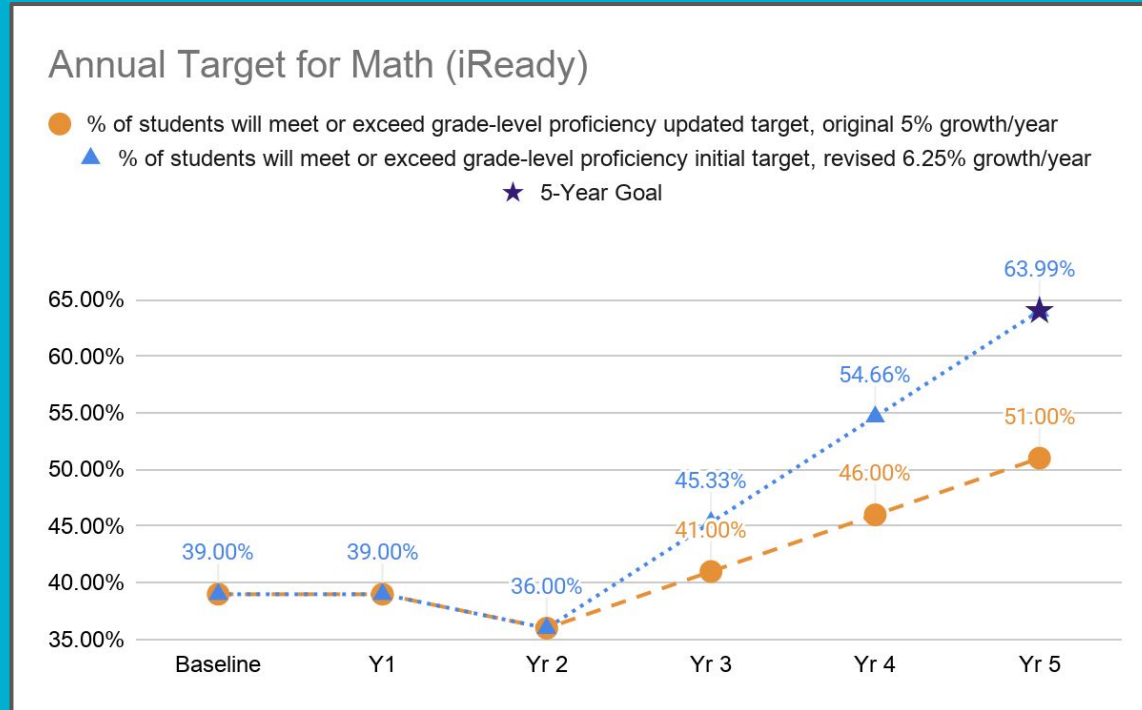
2025-26 Review: Organizational Goals

Organizational Goal	Year 5 Target	Baseline 23-24	Yr 1 24-25	Year 2 25-26
Math Proficiency	64% at/above grade level 5% annual increase	39%	Target: 44% Actual: 39%	Target: 44% Actual: 36%
Literacy Proficiency	67.5% at/above grade level 3% annual increase	52.5%	Target: 56% Actual: 52.5%	Target: 55.5% Actual: 51%
Exceptional Needs	80% meet annual goals 2% annual increase	74%	Target: 76% Actual: 85.5%	Target: 87.5% Actual: 83%
Teacher Quality	80.5% fully credentialed 2% annual growth	70.5%	Target: 72.5% Actual: 77%	Target: 79% Actual: 97.7%
Staff Retention	95.7% annual retention rate 1 % annual increase	Cert: 81%	Target: 82% Actual: 72%	Target: 74% Actual: 89%
		Class: 57%	Target: 58% Actual: 74%	Target: 76% Actual: 79%
Enrollment	845 students enrolled sustain enrollment	824	Target: 845 Actual: 849	Target: 845 Actual: 851
Waitlist	212 students equals 25% of total enrollment Fall CBEDS	145	Target: 212 Actual: 218	Target: 177 Actual: 177

2025-26 Review: Organizational Goal ELA



2025-26 Review: Organizational Goal Math



Leadership Retreat: Success!



Gifted for All: A2 Literacy Instruction

Accomplished? Established cadence for twice monthly sites, improved student data. **Not as planned?** Some of SS, varied integration of teacher, less coaching/support. Saw accountability pieces as learned? Where there support, structure w/ students. Content-driven in the moment SS use. Year 3? Keep structure. Teachers given autonomy. Peer/peer observation made.

Accomplished? On-demand maintained, follow up happened. **Not as planned?** T3 implementation didn't. **Learned?** Hard to dis if genres aren't aligned serve individual grade not useful (didn't cause growth across trimester measure?). Year 3? Get on track by trimester, adjust/clarify and checklist, collect a how to teach writing b.

A3 - Behavior 25-26

Accomplished? Reducing in # of repeat offenders across several months. Implementation of focused social skill groups (open parenthesis). CARE4 implementation. **Go as planned?** Reduction of overall incidents - No shift to do at offenders. Social skills groups - yes, increased. **Learned?** Staff training needed. Less straight to the point. Disruption - public. Challenging. **PRIORITIES** 9/10 MONTHS TAKING OVER. RST training. Launch. Plus-in. Teacher/leader/psych. Training. Option for log entry. Communication. **STAFF**

B1 - Invest in People 2025-26

Accomplishments: Identifying differences. Surveyed staff re: cycle reduction. Building embedded system. Strategic Actions and vision. **GO AS PLANNED** **LEARN** **Y3 PR** **STAFF**

B2 - Staff Retention

Accomplishments: Effective needs-seeking from connections w/ families. Planning for future success by resistance w/ building idea with. **Learned:** Did not make as many personal (visibility). Direct of some people. Did not protect of students. **Learning:** Took enough time allocated for committee coordination. More training needs from committee members. Lack of "building" engagement at first. **Ideas:** Build systemic approach. Staff leadership opportunities.

B3 - Student / Family Re

Accomplishments: Reversed a updated foundational literature for outreach. Reversed outreach committee. 3 outreach events (2 longies). **Learned:** Not enough time allocated for committee coordination. More training needs from committee members. Lack of "building" engagement at first. **Ideas:** More information is to be applied. More specific "how did you hear" system. More effectiveness of staff's efforts. Over and over engagement of role leadership. Tell the story. Central narrative.

B4: Develop a comprehensive marketing plan

Accomplished: Reversed outreach committee. 3 outreach events (2 longies). **Learned:** Not enough time allocated for committee coordination. More training needs from committee members. Lack of "building" engagement at first. **Ideas:** Build systemic approach. Staff leadership opportunities.

Pillar A. Provide Quality Education for All				
Organizational Goals	64% of students will meet or exceed grade-level proficiency in math. 67.5% of students will meet or exceed grade-level proficiency in literacy. 80% of students with exceptional needs will meet annual academic goals.			
Strategic Actions	Year 1 Action (2024-25)	Year 2 Action (2025-26)	Year 3 Action (2026-27)	
A1. Gifted education / differentiated instruction	Student discourse generalizations (Universal Themes)	Student discourse Socratic seminar	Portfolio development and implementation	
	<u>Goal:</u> 100% of grades will have student weekly discourse opportunities based on generalizations presented by teachers <u>Actual:</u> 25%	<u>Goal:</u> 100% of students will engage in Socratic seminars at least twice per month <u>Actual:</u> 89% (monthly avg)	<u>Goal:</u> TBD	
A2. Literacy / Math instruction	Common writing rubrics	Scheduled on-demand writing with feedback conversations	Using data to inform instruction (Literacy & Math)	
	<u>Goal:</u> 100% of grade levels use the TCOE writing rubric to calibrate student writing <u>Actual:</u> N/A	<u>Goal:</u> 85% of students will show growth from pre to post on-demand writing in their focus area <u>Actual:</u> 42%	<u>Goal:</u> TBD	
A3. Behavior system	Understanding behavior expectations and supporting staff for quality implementation	Interventions for students with the highest behavior needs	Decreasing tardies to increase access to Tier 1 instruction	
	<u>Goal:</u> 100% of students and families have understanding of the behavior expectations throughout the school by October 2025 and 100% of staff feel supported to implement the behavior system <u>Actual:</u> N/A:	<u>Goal:</u> Reduce behavioral incidents by 20% year-to-date (YTD) <u>Actual:</u> 8.5%	<u>Goal:</u> TBD	
A4. COST / Multi-Tiered Systems of Support (MTSS)	COST (Coordination of Services Team) development	Assigning students to interventions appropriate with exit criteria	Development of a tiered multi-year professional learning framework	
	<u>Goal:</u> 100% of students identified for support receive a service or support. <u>Actual:</u> N/A	<u>Goal:</u> Assign 100% of referred students to math intervention with pre-determined exit criteria <u>Actual:</u> N/A	<u>Goal:</u> TBD	

2025-26 Review:

Pillar A: Action Goals

Pillar B. Invest in People

Organizational Goals	80.5% teachers will be fully credentialed for their grade and subject area assignment. 95.7% will be the annual staff retention rate. 212 students will be on the waitlist, equivalent to 25% of total budgeted enrollment. 845 students will attend TACMO to meet or exceed total budgeted enrollment.		
Strategic Actions	Year 1 Action (2024-25)	Year 2 Action (2025-26)	Year 3 Action (2026-27)
B1. Hiring structure	Hire qualified new staff	Complete hiring process within 10 business days	TBD
	<u>Goal:</u> 5 qualified applicants per position by the posting close date <u>Actual:</u> N/A	<u>Goal:</u> 100 % of Candidates complete all steps in the hiring process <u>Actual:</u> 100%	<u>Goal:</u> TBD
B2. Staff development and retention	Retain effective staff	Build relationships and experiences with staff	Development of a TACMO Guiding Coalition
	<u>Goal:</u> Administration respond to 100% of need that arise from survey (1x/year) and leader rounding sessions in a year (1 per semester) <u>Actual:</u> N/A	<u>Goal:</u> All staff will rate their professional growth, colleague connections, and supervisor interactions at 4.0 or higher on the employee experience survey <u>Actual:</u> Classified = 3.7 Certificated = 4.3	<u>Goal:</u> TBD
B3. Community and belonging for students and families	Student retention and positive parent feedback	Attend family events to meet families	Family and community event planning
	<u>Goal:</u> 85% of parents rank TACMO as the better option <u>Actual:</u> N/A	<u>Goal:</u> 85% of parents rank TACMO as the better option <u>Actual:</u> 83%	<u>Goal:</u> TBD
B4. Student recruitment	Effective marketing plan	Consistent message and increased interest	Storytelling focused on charter-specific themes
	<u>Goal:</u> Participate in 3 high-impact community events and engage in a social media campaign, with a click-through of no less 1%, focused on driving applications <u>Actual:</u> N/A	<u>Goal:</u> 20% increase in applications for SVA <u>Actual:</u> <20%	<u>Goal:</u> TBD

2025-26 Review:

Pillar B: Action Goals

2026-27 Preview

Pillar A - Provide High Quality Education for All

- Portfolio development and implementation (Gifted Education)
- Using data to inform instruction (Literacy & Math)
- Decreasing tardiness to increase access to Tier 1 instruction (Behavior & Academics)
- Development of a tiered multi-year professional learning framework (Tier 1 & Tier 2)

2026-27 Preview

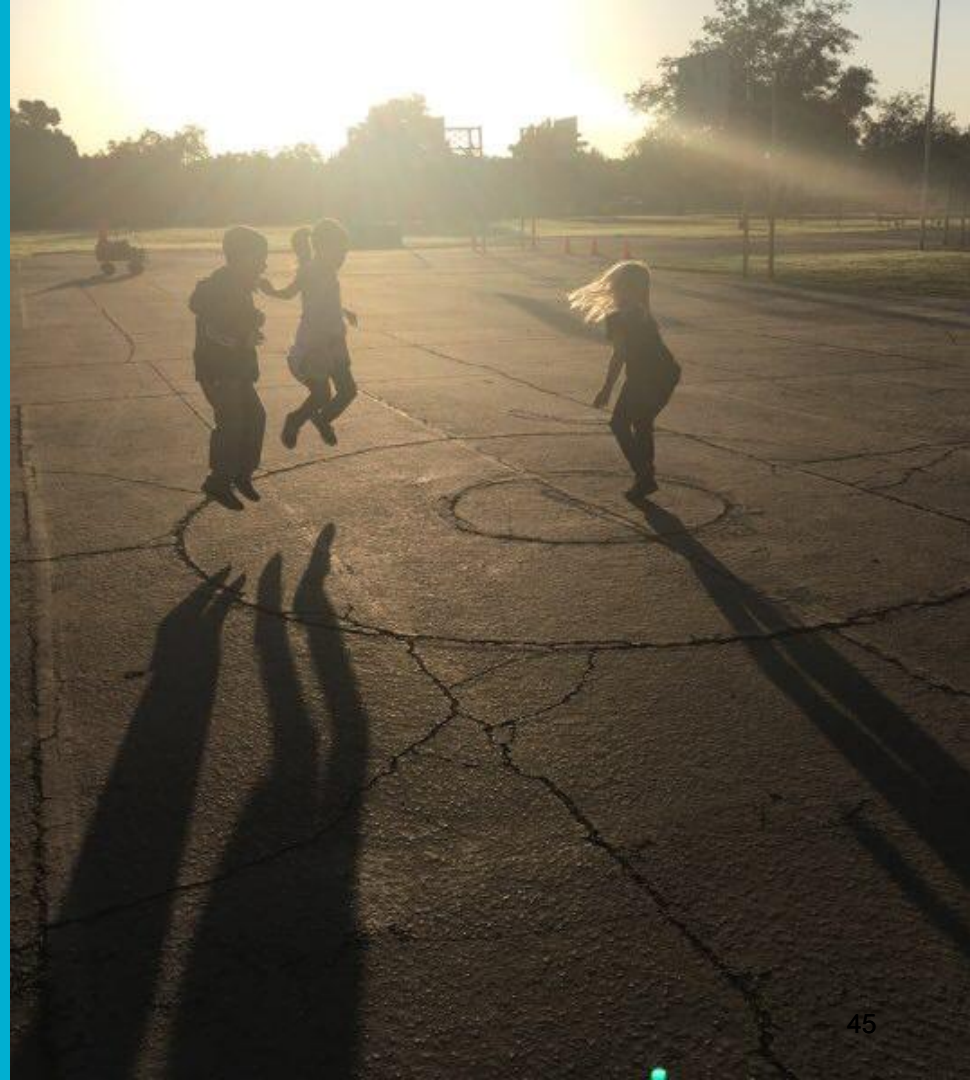
Pillar B - Invest in People

- Development of a TACMO Guiding Coalition (Staff Retention)
- Family and community event planning (Family Retention)
- Storytelling focused on charter-specific themes (Outreach)
- Hiring and retaining high quality staff (TBD)

Next Steps

- Identify action goals
- Develop plans
- Progress monitor

Questions





ENCLOSURE #6

ENCLOSURE SUMMARY

2025-26 End-of-Year Academic Performance Results

FROM: Karin Aure

DATE: 7/21/2026

BACKGROUND: Each Spring our schools participate in state testing for grades 3-8 as part of the California Assessment of Student Performance and Progress (CAASPP). The tests that impact the most students are the ELA and Math assessments for grades 3-8, called the Smarter Balanced Summative assessments, and the Science assessment for grades 5 and 8, called the CA Science Test (CAST). In this update, we'll review preliminary results based on an internal analysis of local data. Final results will be provided by the state in mid-October.

SUPERINTENDENT'S RECOMMENDATION:

- ☒ N/A. For informational purposes only.
- ☐ Approve.

EOY Student Academic Performance

2025-26



TACMO Board Meeting - July 21, 2026

Vision

We create an inclusive community with access to rigorous and enriching educational experiences that challenge and support individuals to achieve their personal best and realize new opportunities.

Mission

The mission of our school is to engage every student in a manner which cultivates growth and nurtures their curiosity, creativity, and talents. Our collaborative community empowers students to grow into self-directed thinkers and virtuous citizens, equipped with a love of learning and a love of life; eager to contribute their gifts to a better, more equitable world.

**Not everything that can be counted
counts, and not everything that counts
can be counted.**

- Albert Einstein (maybe)

Overview of *Preliminary* Data

Notes

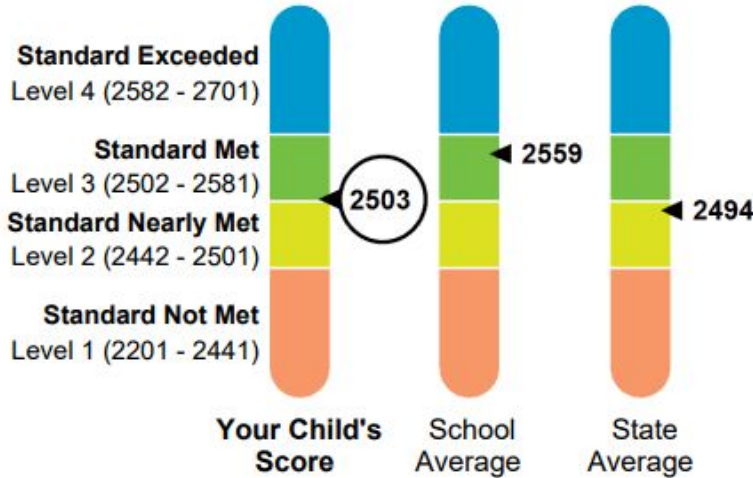
- These are preliminary results based on an internal analysis of aggregate state test results.
- The CDE will release validated results on the California School Dashboard on October 15.
 - *This is NOT the embargoed data provided in advance of that release.*
- Data may vary due to inclusion and exclusion rules and other criteria.

Results

- CAASPP ELA (Smarter Balanced Summative)
 - Meeting/Exceeding Standard
 - Distance From Standard (DFS)
- CAASPP Math (Smarter Balanced Summative)
 - Meeting/Exceeding Standard
 - Distance From Standard (DFS)
- CAASPP Science (CA Science Test)
 - Meeting/Exceeding Standard

Understanding Standard Met and DFS

Standard Met or Exceeded

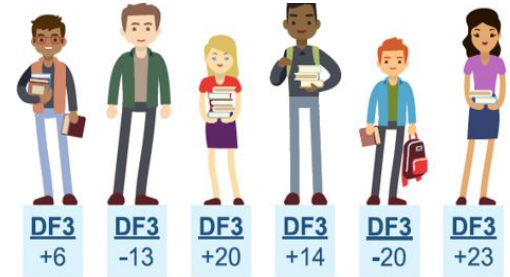


Distance from Standard (DFS)

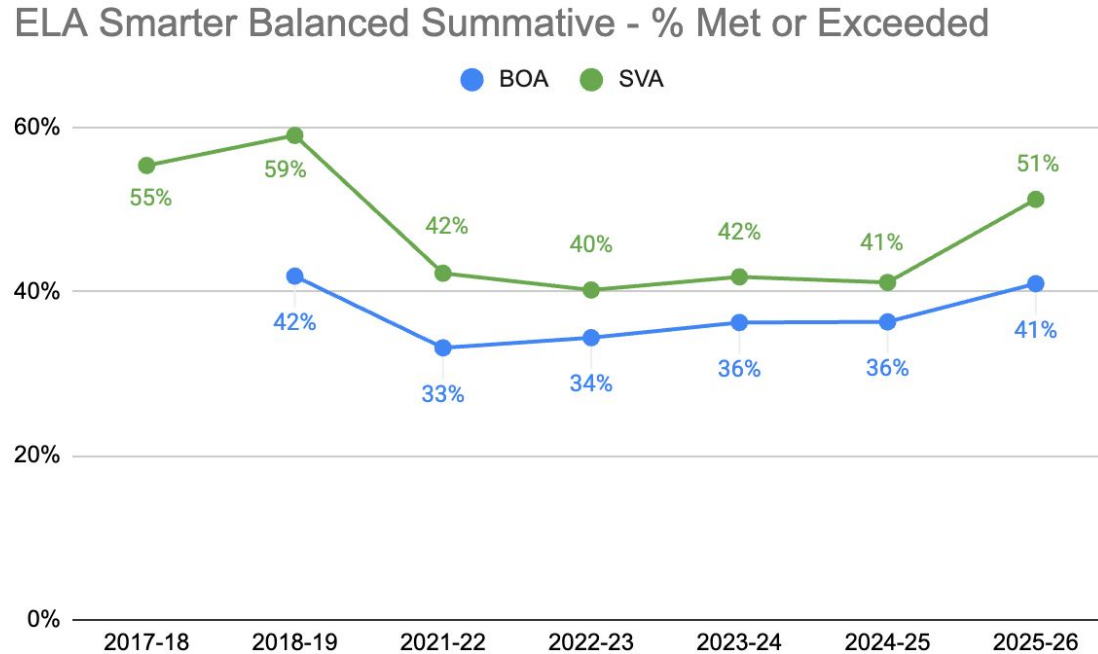
Example

The Academic Indicator takes the average DF3 score for all students. The combined DF3 scores for the displayed students, divided by the total number of students, produces an average DF3 of five points.

$$\frac{6 - 13 + 20 + 14 - 20 + 23}{6} = 5 \text{ points}$$



Longitudinal CAASPP Meeting/Exceeding Standard - ELA

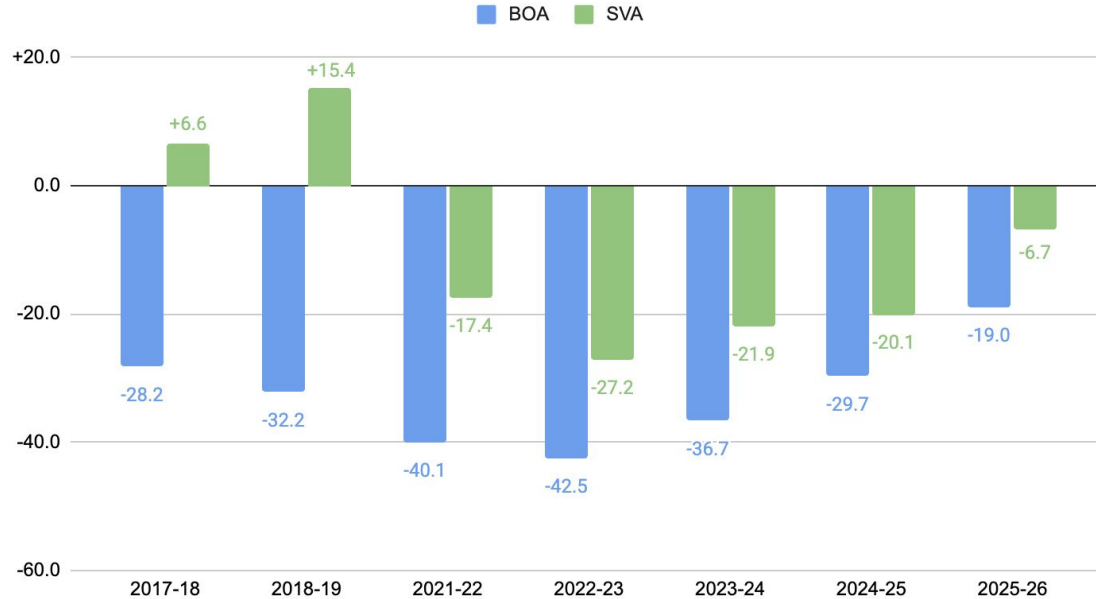


Preliminary
Results

Source: 2017-28 through 2024-25 from CA School Dashboard, 2025-26 estimate from TOMS

Longitudinal CAASPP Distance from Standard - ELA

ELA Smarter Balanced Summative - Distance From Standard (DFS)



Preliminary
Results

Source: 2017-28 through 2024-25 from CA School Dashboard, 2025-26 estimate from TOMS

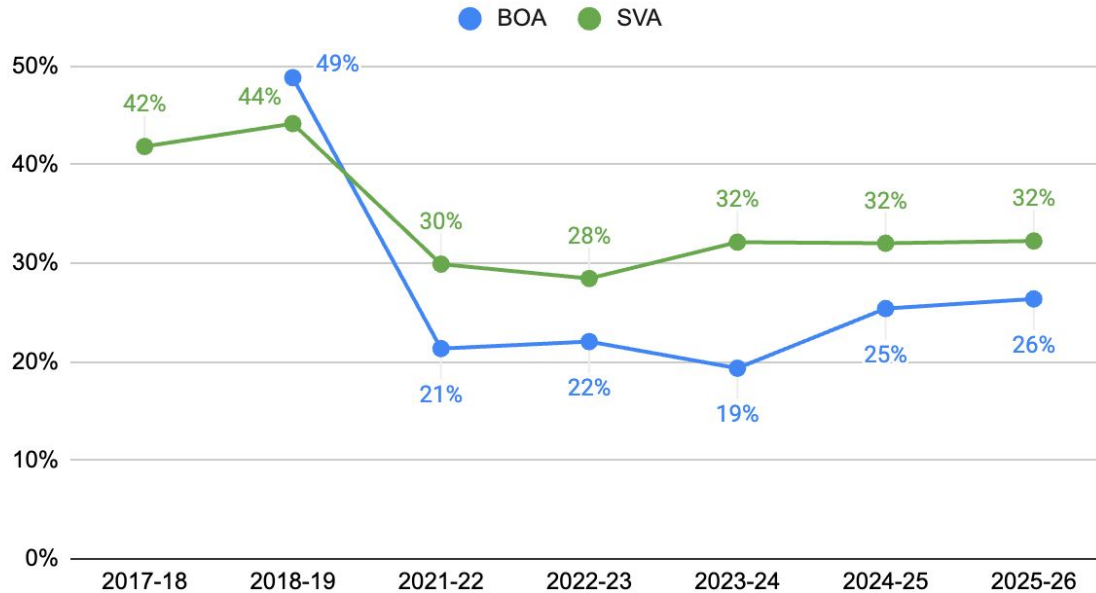
CAASPP Findings - ELA

ELA Smarter Balanced Summative

- Performance declined from 2019 to 2022
- % Meeting Standard remained relatively flat from 2022 to 2025
 - 1 pt decrease at SVA
 - 3 pt increase at BOA
- % Meeting Standard from 2025 to 2026
 - 10 pt increase at SVA
 - 5 pt increase at BOA
- DFS has improved consistently from 2023 to 2026
 - Average annual increase of 8 pts at BOA
 - Average annual increase of 7 pts at SVA

Longitudinal CAASPP Meeting/Exceeding Standard - Math

Math Smarter Balanced Summative - % Met or Exceeded

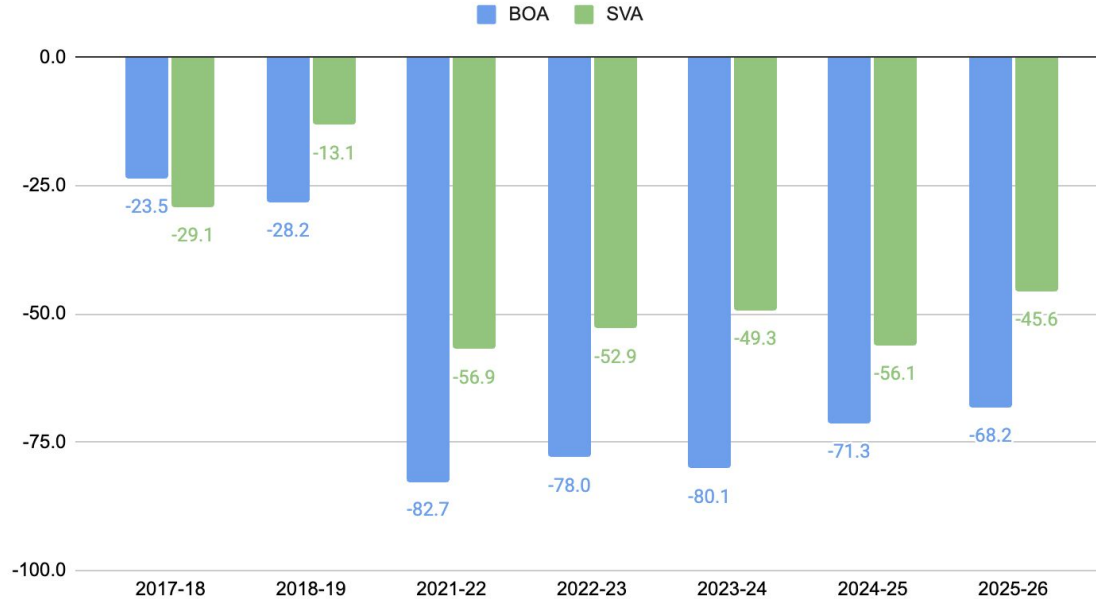


Preliminary
Results

Source: 2017-28 through 2024-25 from CA School Dashboard, 2025-26 estimate from TOMS

Longitudinal CAASPP Distance from Standard - Math

Math Smarter Balanced Summative - Distance From Standard (DFS)



Preliminary
Results

Source: 2017-28 through 2024-25 from CA School Dashboard, 2025-26 estimate from TOMS

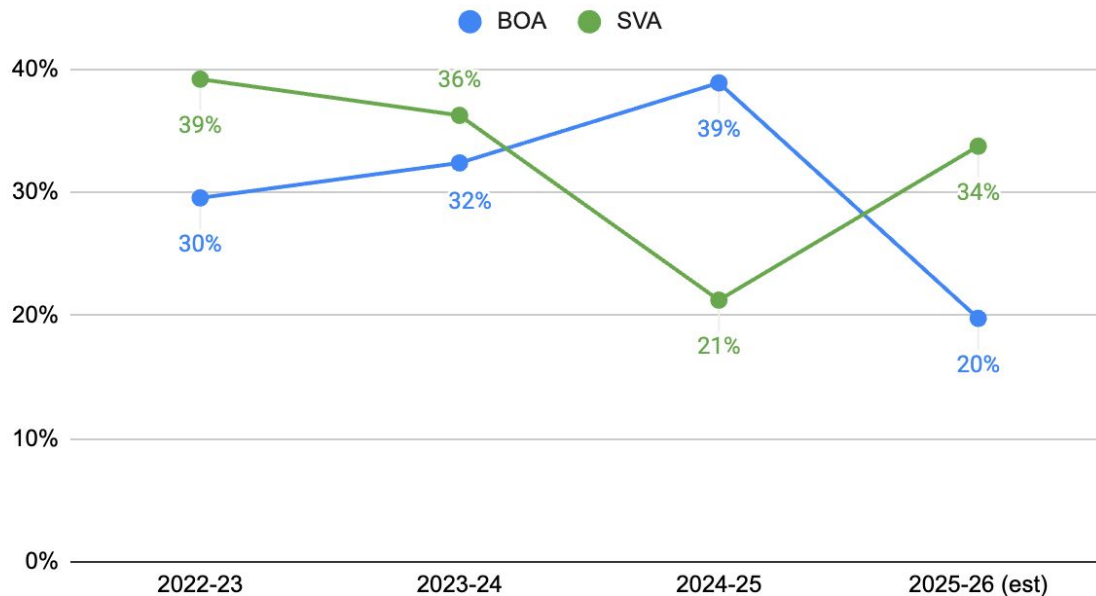
CAASPP Findings - Math

Math Smarter Balanced Summative

- Performance declined from 2019 to 2022
- % Meeting Standard increased modestly from 2022 to 2025
 - 2 pt increase at SVA
 - 4 pt increase at BOA
- % Meeting Standard remained flat from 2025 to 2026
 - 0 pt change at SVA
 - 1 pt increase at BOA
- DFS has improved modestly from 2022 to 2026
 - Average annual increase of 3 pts at BOA
 - Average annual increase of 2 pts at SVA

Longitudinal CAASPP Meeting/Exceeding Standard - Science

CA Science Test - % Met or Exceeded



Preliminary
Results

Source: 2022-23 through 2024-25 from CA School Dashboard, 2025-26 estimate from TOMS

CAASPP Findings - Science

CA Science Test

- SVA performance declined from 2022-23 to 2024-25 and then improved in 2025-26
- BOA performance improved from 2022-23 to 2024-25 and then declined in 2025-26
- Small student populations lead to greater variability from year to year

i-Ready Diagnostic 3 to EOY CAASPP Comparison

BOA Reading/ELA, 2025-26		
School	i-Ready Mid/Above GL	SB Summ Met/Exceed
Gr 3	34%	43%
Gr 4	16%	28%
Gr 5	12%	33%
Gr 6	32%	46%
Gr 7	26%	47%
Gr 8	19%	49%

BOA Math, 2025-26		
School	i-Ready Mid/Above GL	SB Summ Met/Exceed
Gr 3	24%	43%
Gr 4	8%	23%
Gr 5	2%	16%
Gr 6	8%	19%
Gr 7	8%	26%
Gr 8	15%	26%

SVA Reading/ELA, 2025-26		
School	i-Ready Mid/Above GL	SB Summ Met/Exceed
Gr 3	35%	51%
Gr 4	31%	42%
Gr 5	16%	58%
Gr 6	21%	47%
Gr 7	27%	57%
Gr 8	41%	55%

SVA Math, 2025-26		
School	i-Ready Mid/Above GL	SB Summ Met/Exceed
Gr 3	16%	37%
Gr 4	18%	38%
Gr 5	16%	33%
Gr 6	11%	21%
Gr 7	3%	32%
Gr 8	29%	33%





ENCLOSURE # 7

ENCLOSURE SUMMARY

2026-27 Curriculum Overview

FROM: Karin Aure

DATE: 7/21/2026

BACKGROUND: At the beginning of the last school year, we conducted a review of TACMO core curriculum and brought an overview to the Board in September 2025. A finding from that review was that there was variance from site to site and a more aligned curriculum would benefit the organization, including but not limited to increased opportunities for collaboration, more robust support, and even cost savings. Over the past year, we've made adjustments to increase curricular alignment across sites. Where differences still exist, we are working to ensure teacher representation before making material curricular revisions. In addition to serving as a reflection of alignment, this overview provides clarity for teachers and is used for numerous accountability purposes.

SUPERINTENDENT'S RECOMMENDATION:

- ☒ N/A. For informational purposes only.
- ☐ Approve.

2026-27 TACMO Curriculum Overview

Board Update: July 21, 2026

STANDARDS		
Common Core State Standards ("CCSS") for ELA and Math, Next Generation Science Standards (NGSS) for Science CA State Standards for History & PE		
CURRICULUM		
English Language Arts (ELA)		
	BOA	SVA
K	<u>Phonics</u> : UFLI Foundations <u>Phonemic Awareness</u> : Heggerty <u>Reading</u> : Expeditionary Learning <u>Writing</u> : Tara West Kinder Writing (<i>Based on Lucy Calkins' Units of Study</i>)	
	<u>Supplemental</u> : Author Studies <u>Writing</u> : Lucy Calkin's Units of Study	<u>Reading</u> : Tara West Kinder Literacy <u>Supplemental</u> : Secret Stories, Nancy Fetzer
1	<u>Reading</u> : Tara West Firstie Literacy <u>Writing</u> : Tara West Firstie Writing (<i>Based on Lucy Calkins' Units of Study</i>) <u>Supplemental</u> : Author Studies	
	<u>Phonics</u> : 95% <u>Phonemic Awareness</u> : 95% <u>Reading</u> : Expeditionary Learning <u>Writing</u> : Expeditionary Learning	<u>Phonics</u> : UFLI Foundations <u>Phonemic Awareness</u> : Heggerty
2-3	<u>Phonics</u> : 95% <u>Phonemic Awareness</u> : 95% <u>Writing</u> : Units of Study (created from LC Units of Study, paired with PBLs) <u>Supplemental</u> : Heggerty (Phonemic Awareness)	
	<u>Reading</u> : Expeditionary Learning <u>Writing</u> : Expeditionary Learning <u>Supplemental</u> : Novel Studies	<u>Reading</u> : Novel Studies <u>Supplemental</u> : Secret Stories (Phonics), Tara West (Reading)
4-5	<u>Phonics</u> : 95% <u>Phonemic Awareness</u> : 95% <u>Writing</u> : Units of Study (created from LC Units of Study, paired with PBLs)	
	<u>Reading</u> : Expeditionary Learning <u>Supplemental</u> : Novel Studies	<u>Reading</u> : Novel Studies
6-8	<u>Writing</u> : Units (created from LC Units of Study, paired with PBLs)	
	<u>Reading</u> : Expeditionary Learning <u>Supplemental</u> : Novel Studies	<u>Reading</u> : Novel Studies
Mathematics		
	BOA	SVA
K-1	<u>Core</u> : Classroom Mathematics California	
		<u>Number Sense</u> : Bridges Number Corner <u>Supplemental</u> : i-Ready MyPath
2-5	<u>Core</u> : Classroom Mathematics California	

	<u>Supplemental</u> : i-Ready MyPath	
6-8	<u>Core</u> : Classroom Mathematics California	
	<u>Advanced</u> : TBD	<u>Supplemental</u> : i-Ready MyPath <u>Advanced</u> : Edgenuity (Integrated Math/Algebra I)
History / Social Studies		
	BOA	SVA
K	<u>Core</u> : TCI Social Studies Alive!	N/A (HSS standards integrated into ELA)
1	<u>Core</u> : TCI Social Studies Alive!	<u>Core</u> : Little Social Studies Thinkers
2-5	<u>Core</u> : TCI Social Studies Alive!	
6-8	<u>Core</u> : TCI History Alive!	
Science / Health		
	BOA	SVA
K-1	TCI Bring Science Alive!	Little Science Thinkers
2-6	TCI Bring Science Alive!	OpenSciEd
7-8	OpenSciEd Sexual Health (Planned Parenthood) (Gr 7 only)	
Spanish		
	BOA	SVA
K-8	<u>Core</u> : Rockalingua <u>Core</u> : Sonrisas Level I & II	
	<u>Supplemental</u> : Duolingo	<u>Gr 4-5</u> : Duolingo



ENCLOSURE #8

ENCLOSURE SUMMARY

Consideration of approval of the DRAFT 2026-27 TACMO Employee Handbook

FROM: Shauna Dolin

DATE: 7/21/2026

BACKGROUND: Updates in the following areas: Work Schedule & Holidays and Leaves.

SUPERINTENDENT'S RECOMMENDATION:

- ☐ N/A. For informational purposes only.
- ☒ Approve.

THE ACADEMIES

CHARTER MANAGEMENT ORGANIZATION



Employee Handbook 2026-2027



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TABLE OF CONTENTS

INTRODUCTION	4
ABOUT THIS HANDBOOK.....	4
CONDITIONS OF EMPLOYMENT.....	4
EQUAL EMPLOYMENT OPPORTUNITY POLICY	4
AT-WILL EMPLOYMENT	5
CHILD ABUSE REPORTING	5
STAFF / STUDENT INTERACTION POLICY	6
IMMIGRATION COMPLIANCE.....	11
CREDENTIALING AND QUALIFICATIONS OF INSTRUCTIONAL STAFF	11
EMPLOYEE CLASSIFICATIONS	11
RELATIONSHIPS BETWEEN EMPLOYEES.....	12
POLICY PROHIBITING UNLAWFUL HARASSMENT, DISCRIMINATION, AND BULLYING	13
TITLE IX POLICY PROHIBITING DISCRIMINATION ON THE BASIS OF SEX	18
WHISTLEBLOWER POLICY	26
ALCOHOL, TOBACCO, & DRUG-FREE WORKPLACE	27
SCHOOL PROPERTY INSPECTIONS.....	27
CONFIDENTIALITY OF INFORMATION	27
FAMILY EDUCATION RIGHTS AND PRIVACY ACT (FERPA)	28
CONFLICT OF INTEREST	29
THE WORKPLACE	29
WORK SCHEDULE.....	29
MEAL AND REST BREAKS	30
PUNCTUALITY AND ATTENDANCE	30
TIMESHEETS	30
ACCEPTABLE USE OF TACMO TECHNOLOGY AND PROPERTY	31
STAFF INTERNET USE POLICY	34
EMPLOYEE INTERNET POSTINGS.....	35
SOLICITING/ CONDUCTING PERSONAL BUSINESS WHILE ON DUTY	35
FACULTY DRESS CODE.....	35
PROHIBITED USE OF CELL PHONE WHILE DRIVING	36
HEALTH, SAFETY, AND SECURITY	36
CRIMINAL BACKGROUND CHECKS	37
TUBERCULOSIS TESTING	37
POLICY CONCERNING VIOLENCE IN THE WORKPLACE	38
OCCUPATIONAL SAFETY	38
INJURY AND ILLNESS PREVENTION PROGRAM	39
WORKPLACE VIOLENCE PREVENTION PROGRAM	39

REPORTING FIRES AND EMERGENCIES	39
EMPLOYEE WAGES AND HEALTH BENEFITS	40
PAYROLL DEDUCTIONS	40
OVERTIME	40
PAY PERIODS	40
INITIAL SALARY PLACEMENT FOR NEWLY HIRED TEACHERS	41
SALARY ADVANCEMENT FOR PROFESSIONAL DEVELOPMENT COURSEWORK	41
WAGE ATTACHMENTS AND GARNISHMENTS	42
STAFF BENEFITS.....	42
HEALTH CARE BENEFITS	42
COBRA BENEFITS	43
RETIREMENT PLAN.....	44
EMPLOYEE REVIEWS AND EVALUATIONS	44
PERSONNEL FILES AND RECORD KEEPING PROTOCOLS	44
HOLIDAYS AND LEAVES	45
UNPAID LEAVE OF ABSENCE.....	47
PAID SICK LEAVE	47
PROCESS FOR REQUESTING SICK DAYS	48
SICK LEAVE DONATION.....	49
LEAVES OF ABSENCE	49
PAID PERSONAL LEAVE	49
FAMILY CARE AND MEDICAL LEAVE	49
PREGNANCY DISABILITY LEAVE	54
WORKERS' COMPENSATION.....	56
MILITARY AND MILITARY SPOUSAL LEAVE OF ABSENCE	57
BEREAVEMENT LEAVE	57
JURY DUTY LEAVE.....	58
WITNESS DUTY LEAVE.....	58
TIME OFF TO VOTE	59
DOMESTIC VIOLENCE AND/OR SEXUAL ASSAULT LEAVE.....	59
CRIME VICTIMS LEAVE	59
SCHOOL APPEARANCES LEAVE	60
SCHOOL ACTIVITIES LEAVE	60
BONE MARROW AND ORGAN DONOR LEAVE.....	60
DISCRETIONARY LEAVE.....	61
RETURNING FROM LEAVE OF ABSENCE.....	61
JOB PERFORMANCE GUIDELINES	61

OFF-DUTY CONDUCT	62
TERMINATION OF EMPLOYMENT	63
VOLUNTARY TERMINATION	63
ADVANCE NOTICE OF RESIGNATION	63
INTERNAL COMPLAINT POLICY.....	63
OPEN DOOR POLICY	63
INTERNAL COMPLAINTS.....	63
POLICY FOR COMPLAINTS AGAINST EMPLOYEES	64
GENERAL REQUIREMENTS.....	64
APPENDIX A.....	66
HARASSMENT, INTIMIDATION, DISCRIMINATION & BULLYING COMPLAINT FORM.....	66
APPENDIX B.....	68
COMPLAINT FORM.....	68
STAFF/STUDENT INTERACTION POLICY	69
HARASSMENT DISCRIMINATION AND RETALIATION PREVENTION POLICY	70
INTERNAL COMPLAINT PROCESS AND WHISTLEBLOWER POLICY	70
EMPLOYEE HANDBOOK ACKNOWLEDGEMENT.....	71
EMPLOYEE HANDBOOK PRINTED COPY REQUEST.....	71
CONFIDENTIALITY AGREEMENT	72

Welcome to The Academies Charter Management Organization Team & Family!

We are thrilled you have chosen to take part in the journey to realize the mission and vision of The Academies Charter Management Organization in our community!

The MISSION of The Academies is to engage every student in a manner which cultivates growth and nurtures their curiosity, creativity, and talents. Our collaborative community empowers students to grow into self-directed thinkers and virtuous citizens, equipped with a love of learning and a love of life; eager to contribute their gifts to a better, more equitable world.

Our VISION: We create an inclusive community with access to rigorous and enriching educational experiences that challenge and support individuals to achieve their personal best and realize new opportunities.

This Employee Handbook is a reference guide for staff of The Academies Charter Management Organization (hereinafter referred to as “School” or “TACMO”). It provides general information regarding the policies and procedures of TACMO applicable to all Employees. **It is not a contract, and the policies set forth in here may be changed from time to time at TACMO’s discretion. We encourage you to read it carefully.**

If you have any questions about this Handbook or any policy or procedure of TACMO, please reach out to our Human Resources Director (hereinafter referred to as “HR Director”), Principals, or the Superintendent.

We look forward to working together to achieve TACMO’s mission and vision, proving that schools that put students first can be successful both in quantitative and qualitative terms, and that a student-centered focus produces maximal student, staff, and family well-being.

Sincerely,

Shauna Dolin
Human Resources Director
The Academies CMO

Karin Aure, Ed.D.
Superintendent
The Academies CMO

Cristina Gutierrez
Board Chairperson
The Academies CMO

INTRODUCTION

ABOUT THIS HANDBOOK

This Handbook is intended only as a guide to TACMO's personnel policies, outlining and highlighting those policies and practices. It is not, therefore, intended to create any expectations of continued employment, or an employment contract, express or implied. This Handbook supersedes any previously issued handbooks, benefit statements and/or memoranda, whether written or verbal, including those that are inconsistent with the policies described herein.

With the exception of the at-will employment status of its Employees, TACMO reserves the right to alter, modify, amend, delete and/or supplement any employment policy or practice (including, but not limited to, areas involving hiring policies and procedures, general workplace policies, hours of work, overtime and attendance, standards of conduct, Employee benefits, employment evaluation and separation) with or without notice to you, whenever TACMO determines that such action is warranted. Only the Superintendent, with the written approval of the Board of Directors, may alter the at-will employment status of any of TACMO's Employees.

As an Employee of TACMO, you are expected to read this Handbook thoroughly and abide by the policies outlined herein and other policies that may be adopted or amended throughout your employment. Our goal is for this Handbook to serve as a useful reference throughout your employment at TACMO. This Handbook cannot anticipate every situation or answer every question about employment, and it is not an employment contract. Where appropriate and necessary, the Principal, Superintendent and/or Board Chairperson will explain additional procedures and policies. If you have any questions about any policies or procedures, whether they are referred to in this Handbook or not, please contact the HR Director, Principal, or the Superintendent.

Once you have reviewed this Handbook, please sign the Employee acknowledgement forms at the end of this Handbook and provide these to the HR Director. This signed acknowledgement demonstrates to TACMO that you have read, understand and agree to comply with the policies outlined in the Handbook.

CONDITIONS OF EMPLOYMENT

EQUAL EMPLOYMENT OPPORTUNITY POLICY

TACMO is an equal opportunity employer. It is the policy of TACMO to provide equal employment and advancement opportunities for all qualified applicants and Employees without regard to race, color, creed, gender (including gender identity and gender expression), religion, marital status, registered domestic partner status, age, national origin or ancestry, physical or mental disability, medical condition (including cancer and genetic characteristics), genetic information, sexual orientation, or any other consideration made unlawful by federal, state, or local laws. This policy extends to all Employees and to all aspects of the employment relationship, including the hiring of new Employees and the training, transfer, promotion, compensation and benefits of existing Employees. Furthermore, TACMO prohibits all unlawful discrimination against any Employee or applicant for employment in its programs or activities based on race, color, creed, gender (including gender identity and gender expression), religion, marital status, registered domestic partner status, age, national origin or ancestry, physical or mental disability, medical condition (including cancer and genetic characteristics), genetic information, sexual orientation, or any other consideration made unlawful by federal, state, or local laws.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, TACMO will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an Employee

unless undue hardship would result. In order to perform the essential functions of the job, any applicant or Employee requiring an accommodation should contact the Principal or Superintendent and request such an accommodation.

If you have any questions or concerns about any type of discrimination in the workplace you are encouraged to bring these issues to the attention of the Principal, Superintendent or Board Chairperson, and refer to TACMO's Uniform Complaint Policy (BP 12-005). TACMO will not tolerate retaliation against any Employee for making a good faith complaint regarding discrimination, harassment or retaliation, or cooperating in an investigation of such complaints. Reports will be investigated, and appropriate corrective action will be taken.

AT-WILL EMPLOYMENT

All employment at TACMO is "at-will." This means that employment is for no definite period and both you and TACMO have the right to terminate employment at any time, with or without advance notice and with or without cause. Upon written notice, either party may terminate this the employment relationship and Employee's employment at any time, at its sole and unreviewable discretion.

Without impacting the at-will nature of the employment relationship, TACMO may attempt to remedy and address issues of unsatisfactory performance with the Employee in accordance with TACMO's personnel policies, including but not limited to its policy on Evaluation/Reviews. TACMO also has the right to demote or discipline an Employee, or alter the terms of employment, at any time, with or without cause and with or without advance notice, at TACMO's sole and unreviewable discretion. Nothing contained in this Handbook, employment applications, School memoranda or other materials provided to any Employee in connection with their employment shall require TACMO to have "cause" or reason to terminate an Employee or otherwise restrict TACMO's right to terminate an Employee at any time for any reason.

Only the TACMO Board of Directors has the authority to alter the terms of the at-will employment relationship. The At-Will Employment Agreement sets forth the terms of employment with TACMO and supersedes any prior representation or agreement whether written or oral. This agreement may not be modified or amended except by a specific, written agreement signed by you, as the Employee, and the Superintendent, and approved in writing by the TACMO Board of Directors. Any change must express a clear and unambiguous intent to alter the at-will nature of the employment relationship.

CHILD ABUSE REPORTING

All staff must follow state policies on reporting abuse. In California, all school workers are mandated reporters and must report abuse or neglect if they "have knowledge of or observe" instances of abuse or neglect in their professional capacity, or if they "know or reasonably suspect" abuse or neglect have occurred. Please see the Principal if you have any questions or need to know how to make a report.

Mandated Reporters

Being a mandated reporter means that reporting known, or suspected child abuse or neglect is a requirement of your job. Our duty is to report, not to investigate. Failure to report is a misdemeanor and may result in loss of credential, up to six (6) months incarceration, and a fine of up to \$1000 (California Penal Code Section 11166[c]). It is important to note that TACMO Employees have an individual responsibility to report, so telling a coworker or a supervisor about a concern does not meet the requirements by law. Reports must be made to proper authorities.

Reporting Procedures

- Must be reported by phone immediately or as soon as possible to Child Welfare Services (CWS), Tulare County Health and Human Services Agency: 1-800-331-1585.
- Employees reporting child abuse to a child protective agency or law enforcement agency are directed to notify the Principal or designee as soon as possible after the initial verbal report by telephone. Administrators so notified shall provide the employee with any assistance necessary to ensure that reporting procedures are carried out in accordance with applicable law and TACMO policy and procedure.
- Following telephone report, a written report must be submitted within 36 hours. This report, the “Suspected Child Abuse/Neglect Report,” is available here: https://oag.ca.gov/sites/all/files/agweb/pdfs/childabuse/ss_8572.pdf This written report should be addressed to the person to whom the telephone report was made.

Types of Child Abuse

- Physical
 - Non-accidental physical injury
 - Severe corporal punishment or unjustifiable punishment
- Emotional/Verbal
 - Verbal assaults (screaming, threats, blaming, belittling, sarcasm)
 - Witnessing family/domestic violence
- Neglect
 - Negligent treatment or maltreatment of a child by a parent/caretaker
 - Includes severe and general neglect
 - Severe – failure to protect the child from malnutrition, or endangers person or health
 - General – failure to provide adequate food, clothing, shelter, medical care or supervision where no physical injury occurs
- Sexual
 - Sexual assault or exploitation of a minor
 - Chronic molestation or a single incident
 - Includes rape, incest, sodomy, oral copulation, penetration with a foreign object
 - Conduct or activities related to pornography depicting minors
 - Promoting prostitution of a minor
 - Consensual intercourse between a student under age 16 with a partner over age 21

Child abuse does not include:

- Mutual altercation between minors
- Self-defense
- Injury caused by reasonable force used by a peace officer acting within scope of employment
- Use of reasonable force from a certificated Employee to maintain order, protect property and protect the health and safety of pupils

STAFF / STUDENT INTERACTION POLICY

The following is TACMO’s Board Policy 12-012.

I. PURPOSE AND SCOPE

The Academies Charter Management Organization (“TACMO”) recognizes its responsibility

to make and enforce all rules and regulations governing student and employee behavior to bring about the safest and most learning-conducive environment possible. Accordingly, it is the purpose of this policy to provide clarification for TACMO school staff so that staff members clearly understand the prohibitions and behavior boundaries that must govern their conduct. (For purposes of this policy, staff includes all school employees, certificated or classified; coaches or advisors; full-time or part-time, as well as volunteers.)

Actions by staff members that are inconsistent or in conflict with the values established by TACMO can harm students, staff members, and the school's operation; therefore, such actions are unacceptable. It is the policy of this school that all employees conduct themselves at all times in a manner that reflects the ethical standards consistent with the rules contained in this policy and otherwise proclaimed by this school. The provisions set forth herein are intended to guide all TACMO staff members toward conduct that reflects the high standards of behavior and professionalism required of school employees while defining interaction Boundaries between students and staff members.

It is vital that school administrators equip staff with a policy that clarifies acceptable and unacceptable behavior with students. It is also critical that staff members study this policy thoroughly and behave in ways to avoid even the appearance of misconduct.

While not all Boundaries and/or situations can be addressed in a single policy, the issues delineated herein are among those that can be most problematic for staff members and among those that can have the greatest potential for a negative impact on this school and its community. Staff members should seek guidance in their daily conduct from established policies, procedures, and directives as well as through the guidance and recommendations of the Principal/Superintendent. Although this policy gives specific, clear direction, it is each staff member's obligation to avoid situations that could prompt suspicion by parents, students, colleagues, or administrators.

II. CORPORAL PUNISHMENT

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

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

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

A. Examples of PERMITTED actions (NOT corporal punishment)

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

6. Engaging in group calisthenics, team drills, or other physical education or voluntary recreational activities.

B. Examples of PROHIBITED actions (corporal punishment)

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

III. ACCEPTABLE AND UNACCEPTABLE STAFF/STUDENT BEHAVIOR

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

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

Staff members must understand their own responsibilities for ensuring that they do not cross the Boundaries as written in this policy. Disagreeing with the wording or intent of the established Boundaries will be considered irrelevant for any required disciplinary purposes. Thus, it is critical that all employees study this policy thoroughly and apply its spirit and intent in their daily activities. Although sincere, professional interaction with students fosters the school motto of "Accelerating Academics in an Enriching Environment," student/staff interaction has boundaries regarding the activities, locations and intentions.

Unacceptable Behaviors

(This list, and any subsequent lists are not meant to be all-inclusive, but rather illustrative of the types of behavior that violate this policy.)

- Giving gifts to an individual student that are of a personal and intimate nature,
- Kissing of ANY kind.
- Any type of unnecessary physical contact with a student in a private situation.
- Intentionally being alone with a student away from the school.
- Making, or participating in, sexually inappropriate comments.
- Sexual jokes, or jokes/comments with sexual double-entendre
- Seeking emotional involvement (which can include intimate attachment) with a student for your benefit
- Listening to or telling stories that are sexually oriented.
- Discussing inappropriate personal troubles or intimate issues with a student in an attempt to gain their support and understanding.
- Becoming involved with a student so that a reasonable person may suspect

inappropriate behavior.

Unacceptable Staff/Student Behaviors without Parent and Supervisor Permission

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

- Being alone in a room with a student at school and with the door closed.
- Allowing students in your home with signed parent permission for a pre-planned and pre-communicated educational activity (which must include another educator, parent, or other responsible adult).

Cautionary Staff/Student Behaviors

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

- Remarks about the physical attributes or physiological development of anyone.
- Excessive attention toward a particular student.
- Sending letters, e-mails, text or social media messages, to students if the content is not about school activities.

Any employee communicating with a student through social media should be aware that the communication can be viewed by others and therefore should not contain any confidential or inappropriately identifying information. In addition, any employee communicating with a student through social networking media should be advised that the entire content of the employee's profile and/or page may be viewed by the student and therefore must meet all the guidelines set forth in this and other relevant policies. Specifically, TACMO employees are highly discouraged from inviting students to join social networks and insofar as such behavior occurs, employees will be responsible for any exposure/access by students to inappropriate or unprofessional content, including words or pictures

Acceptable and Recommended Behaviors

- Obtaining parents' written consent for any after- school activity on or off campus
- Obtaining formal approval (site and parental) to take students off school property for activities such as field trips or competitions.
- E-mails, text messages, phone conversations, and other communications to and with students must be professional and pertain to school activities or classes. (Communication should occur through school and not personal networks such as personal email account.)
- Keeping the door open when alone with a student.
- Keeping reasonable space between you and your students.
- Stopping and correcting students if they cross your own personal boundaries.
- Keeping parents informed when a significant issue develops about a student.
- Keeping after-class discussions with a student professional and brief.
- Asking for advice from senior staff or administrators if you find yourself in a difficult situation related to Boundaries.

- Involving your supervisor if conflict arises with a student.
- Informing your Principal/Superintendent about situations that have the potential to become more severe.
- Making detailed notes about an incident that could evolve into a more serious situation later.
- Recognizing the responsibility to stop unacceptable behavior of students and/or co-workers.
- Asking another staff member to be present if you will be alone with any student after regular school hours
- Asking another staff member to be present if you will be alone with any student who may have special needs.
- Giving students praise and recognition without touching them in questionable areas; giving appropriate pats on the back, high-fives, and handshakes are appropriate.
- Keeping your professional conduct, a high priority during all moments of student contact.
- Asking yourself if any of your actions, which go contrary to these provisions, are worth sacrificing your job and career.

IV. REPORTING

When any staff member, parent, or student becomes aware of a staff member having crossed the boundaries specified in this policy, he or she must report the suspicion to the Principal/Superintendent promptly. All reports shall be confidential. Prompt reporting is essential to protect students, the suspected staff member, any witnesses, and the school as a whole. Employees must also report to the administration any awareness of, or concern about, student behavior that crosses Boundaries, or any situation in which a student appears to be at risk for sexual abuse.

V. INVESTIGATING

All employees of TACMO are mandated child abuse reporters and will comply with all legal obligations and timelines related to the reporting of suspected child abuse.

The Principal, Superintendent or designated representative will promptly investigate and document the investigation of any allegation of sexual misconduct, using such support staff or outside assistance as he or she deems necessary and appropriate under the circumstances. Throughout this fact-finding process, the investigating administrator, and all others privy to the investigation, shall protect the privacy interests of any affected student(s) and/or staff member(s), including any potential witnesses, as much as possible. The investigating Principal/Superintendent shall notify the Governing Board of Directors in closed session of the existence and status of any investigations. Upon completion of any such investigations, the Principal/Superintendent shall report to the Governing Board of Directors any conclusions reached. The Principal/Superintendent or designated representative shall consult with TACMO legal counsel, prior to, during, and after conducting any investigation.

VI. CONSEQUENCES

Staff members who have violated this policy will be subject to appropriate disciplinary action, and, where appropriate, will be reported to authorities for potential legal action.

VII. TRAINING

This policy shall be discussed with and acknowledged by all TACMO employees as part of their initial employment and again, on an annual basis, as part of ongoing training for all TACMO employees prior to the start of each school year. A copy of an acknowledgement will be placed into each TACMO employee's personnel folder. In addition, appropriate portions of this policy and related information may be incorporated into ongoing TACMO communications activities (e.g., via the daily bulletin, the school website, the parent newsletter), to underscore the continuing importance that TACMO places on student/staff interaction.

IMMIGRATION COMPLIANCE

TACMO does not discriminate against any individual because of his or her national origin, citizenship or intent to become a U.S. citizen in compliance with the Immigration Reform and Control Act of 1986. It is, however, the policy of the School to only employ those individuals that are authorized to work in the United States. In furtherance thereof, TACMO requires each prospective Employee to provide documents verifying his or her identity and authorization to be legally employed in the United States.

CREDENTIALING AND QUALIFICATIONS OF INSTRUCTIONAL STAFF

Each of TACMO's teachers is required to hold a current California Commission on Teacher Credentialing certificate, permit or other document equivalent to that which a teacher in other public schools would be required to hold, and may be required to meet certain federal requirements related to subject-matter expertise in order to meet federal requirements for "highly qualified teachers." It is the responsibility and a condition of continued employment of the teaching staff to provide, maintain, and keep current such certificates, permits or other documentation to the HR Director no later than the close of business on the first day the Employee reports for duty, or by the date specified in the Employee's At-Will Employment Agreement, whichever is earlier. If an Employee believes that he or she is assigned to teach in a subject or assignment for which he/she is not qualified, the Employee should immediately report the same to the HR Director or the Principal. Staff who are required to meet these state and federal certification and related requirements must maintain such qualifications as a condition of continued employment at TACMO. It is the Employee's responsibility, not the Employer's, to keep track of expirations and to submit applications to the Commission on Teacher Credentialing in advance of expirations in order to do so.

EMPLOYEE CLASSIFICATIONS

Each TACMO Employee is either "exempt" or "non-exempt." An Employee's duties, responsibilities, and salary determine whether his or her position is exempt or non-exempt under federal law. Employees classified as non-exempt are eligible for overtime pay according to applicable state and federal guidelines. Employees in exempt positions are not eligible for overtime pay.

Exempt: Exempt Employees are those Employees with job assignments that meet exemption tests under applicable state and federal law making them exempt from overtime pay requirements. Exempt Employees are compensated on a salary basis, not pursuant to overtime pay requirements.

Non-Exempt: Non-exempt Employees are those Employees with job assignments that do not meet exemption tests under applicable state or federal law. Thus, these Employees are paid overtime wages for overtime worked in accordance with the law.

In addition, staff will fall within one of the following categories:

Full-Time Staff: Full-time Employees are those who are regularly scheduled to work at least forty (40) hours per week. Generally, full-time Employees are eligible for the benefits and leaves of absences described in this Handbook, subject to the terms, conditions, and limitations of each benefit and leave program.

Part-Time Staff: Part-time Employees are those employed who are regularly scheduled to work thirty-nine (39) hours or less per week. Generally, part-time Employees receive legally mandated benefits and leaves but are ineligible for all of TACMO's other employment benefit and leave programs. A change from part-time to full-time status will be effective only if the Employee has been advised of the change in writing by the Principal or Superintendent and such change has been approved by the TACMO Board of Directors.

Temporary or Short-Term: Temporary or Short-Term Employees are those Employees who are hired for a limited time or for a specific project and are generally intended for limited duration not to exceed one year, unless extended by mutual agreement and consistent with applicable law. Generally, temporary or short-term Employees receive only those benefits and leaves required by law and are not eligible for TACMO's other employment benefit and leave programs. Any change from temporary or short-term to part-time or full-time status will be effective only upon written notice by the Principal or Superintendent, with approval by the TACMO Board of Directors, and will not apply retroactively.

Independent contractors, consultants and leased Employees (i.e., those working for an employment agency) are not Employees of TACMO and are not eligible for benefits provided by TACMO. If you have any questions about your classification, please consult with the Principal or Superintendent.

RELATIONSHIPS BETWEEN EMPLOYEES

While TACMO's policies do not permit discrimination based on an employee's marital or familial status, relationships between employees, particularly when involving close relatives or supervisory dynamics, may create actual or perceived conflicts of interest. As such, TACMO reserves the right to evaluate and address such relationships in the interest of organizational integrity, equity, and professionalism.

Employment of Immediate Family Members

TACMO permits the employment of immediate family members (defined as spouse, domestic partner, child, parent, or sibling), provided that one family member is not in a direct supervisory or evaluative role over the other. In cases where such supervisory relationships exist or are anticipated (e.g., promotion or reassignment), alternative supervision arrangements may be considered but are not guaranteed.

Caution and high discretion will be exercised when immediate family members are considered for employment in administrative or leadership roles (e.g., Site Principal, Superintendent, or other positions with broad decision-making authority). In these cases, perceived influence, access to confidential information, and organizational trust must be carefully evaluated before proceeding.

Supervisory Relationships & Conflicts of Interest

Supervisors must avoid situations that may result in actual or perceived favoritism, bias, or conflicts of interest involving family members, close friends, or romantic partners. No employee should supervise, evaluate, or make employment-related decisions about another employee with whom they share a close personal relationship.

Disclosure Requirements

If a personal relationship (familial or otherwise) develops that could impact the supervisory dynamic or create the perception of preferential treatment, both employees must promptly disclose the relationship to the Board Chairperson or designee. Appropriate steps—such as reassignment or recusal from decision-making—will be taken to ensure transparency and fairness.

Dating or Social Relationships in the Workplace

Principals, the Superintendent, or any employee in a supervisory capacity should refrain from forming dating or close social relationships with employees under their direct supervision, or with those in roles where influence or favoritism may reasonably be inferred. Disclosure and professional boundaries are essential to avoid undermining morale, trust, or operational integrity.

POLICY PROHIBITING UNLAWFUL HARASSMENT, DISCRIMINATION, AND BULLYING

The following is TACMO's Board Policy 13-001.

Discrimination, harassment, intimidation, and bullying are all disruptive behaviors, which interfere with students' ability to learn, negatively affect student engagement, diminish school safety, and contribute to a hostile school environment. As such, The Academies Charter Management Organization ("TACMO") prohibits any acts of discrimination, harassment, intimidation, and bullying altogether.

As used in this policy, discrimination, harassment, intimidation, and bullying are described as the intentional conduct, including verbal, physical, written communication or cyber-bullying, including cyber sexual bullying, based on the actual or perceived characteristics of mental or physical disability, sex (including pregnancy and related conditions, and parental status), sexual orientation, gender, gender identity, gender expression, immigration status, nationality (including national origin, country of origin, and citizenship), race or ethnicity (including ancestry, color, ethnic group identification, ethnic background, and traits historically associated with race, including, but not limited to, hair texture and protective hairstyles such as braids, locs, and twists), religion (including agnosticism and atheism), religious affiliation, medical condition, genetic information, marital status, age or association with a person or group with one or more of these actual or perceived characteristics or based on any other characteristic protected under applicable state or federal law or local ordinance. Hereafter, such actions are referred to as "misconduct prohibited by this Policy."

To the extent possible, TACMO will make reasonable efforts to prevent students from being discriminated against, harassed, intimidated, and/or bullied, and will take action to investigate, respond, address and report on such behaviors in a timely manner. TACMO school staff who witness acts of misconduct prohibited by this Policy will take immediate steps to intervene when safe to do so.

This policy applies to incidents occurring on the school campus, at school-sponsored events and activities regardless of the location, through school-owned technology, and through other electronic means, whether perpetrated by a student, employee, parent/guardian, volunteer,

independent contractor or other person with whom TACMO does business, and all acts of TACMO's Board of Directors ("Board") in enacting policies and procedures that govern TACMO.¹

TACMO complies with all applicable state and federal laws and regulations and local ordinances in its investigation of and response to reports of misconduct prohibited by this Policy.

Definitions

Harassment means conduct based upon one or more of the protected characteristics listed above that is severe or pervasive, which unreasonably disrupts an individual's educational or work environment or that creates a hostile educational or work environment. Harassment includes, but is not limited to:

- Verbal conduct such as epithets, derogatory jokes, comments or slurs.
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work or school based on any of the protected characteristics listed above.
- Retaliation for reporting or threatening to report harassment.
- Deferential or preferential treatment based on any of the protected characteristics listed above.

Bullying is defined as any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act. Bullying includes one or more acts committed by a student or group of students that may constitute hate violence, or creates an intimidating and/or hostile educational environment, directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

- Placing a reasonable student ² or students in fear of harm to that student's or those students' person or property.
- Causing a reasonable student to experience a substantially detrimental effect on the student's physical or mental health.
- Causing a reasonable student to experience a substantial interference with the student's academic performance.
- Causing a reasonable student to experience a substantial interference with the student's ability to participate in or benefit from the services, activities, or privileges provided by TACMO.

Cyberbullying is an electronic act that includes the transmission of harassing communication, direct threats, or other harmful texts, sounds, video or images on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.

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

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

¹ This policy becomes effective on August 1, 2024. Conduct occurring before August 1, 2024 will be addressed in accordance with the former version of this policy, which was entitled "BP 13-001 Title IX, Harassment, Intimidation, Discrimination and Bullying Policy."

² "Reasonable student" is defined as a student, including, but not limited to, a student with exceptional needs, who exercises average care, skill and judgment in conduct for a person of the student's age, or for a person of the student's age with the student's exceptional needs.

2. A post on a social network Internet Web site including, but not limited to:
 - a. Posting to or creating a burn page. A “burn page” means an Internet Web site created for the purpose of having one or more of the effects as listed in the definition of “bullying,” above.
 - b. Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in the definition of “bullying,” above. “Credible impersonation” means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.
 - c. Creating a false profile for the purpose of having one or more of the effects listed in the definition of “bullying,” above. “False profile” means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.
3. An act of “Cyber sexual bullying” including, but not limited to:
 - a. The dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in definition of “bullying,” above. A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
 - b. “Cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
4. Notwithstanding the definitions of “bullying” and “electronic act” above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

Bullying and Cyberbullying Prevention Procedures

TACMO has adopted the following procedures for preventing acts of bullying, including cyberbullying.

Cyberbullying Prevention Procedures

TACMO advises students:

- a. To never share passwords, personal data, or private photos online.
- b. To think about what they are doing carefully before posting and by emphasizing that comments cannot be retracted once they are posted.
- c. That personal information revealed on social media can be shared with anyone including parents, teachers, administrators, and potential employers. Students should never reveal information that would make them uncomfortable if the world had access to it.
- d. To consider how it would feel receiving such comments before making comments about others online.

TACMO informs its employees, students, and parents/guardians of TACMO’s policies regarding the use of technology in and out of the classroom. TACMO encourages parents/guardians to discuss these policies with their children to ensure their children understand and comply with such policies.

Education

TACMO employees cannot always be present when bullying incidents occur, so educating students about bullying is a key prevention technique to limit bullying from happening. TACMO

advises students that hateful and/or demeaning behavior is inappropriate and unacceptable in our society and at TACMO and encourages students to practice compassion and respect each other.

TACMO educates students to accept all student peers regardless of protected characteristics (including but not limited to actual or perceived sexual orientation, gender identification, physical or cognitive disabilities, race, ethnicity, religion, and immigration status) and about the negative impact of bullying other students based on protected characteristics.

TACMO's bullying prevention education also discusses the differences between appropriate and inappropriate behaviors and includes sample situations to help students learn and practice appropriate behavior and to develop techniques and strategies to respond in a non-aggressive way to bullying-type behaviors. Students will also develop confidence and learn how to advocate for themselves and others, and when to go to an adult for help.

TACMO informs TACMO employees, students, and parents/guardians of this Policy and encourages parents/guardians to discuss this Policy with their children to ensure their children understand and comply with this Policy.

Professional Development

TACMO annually makes available the online training module developed by the California Department of Education pursuant Education Code section 32283.5(a) to its certificated employees and all other TACMO employees who have regular interaction with students.

TACMO informs certificated employees about the common signs that a student is a target of bullying including:

- Physical cuts or injuries
- Lost or broken personal items
- Fear of going to school/practice/games
- Loss of interest in school, activities, or friends
- Trouble sleeping or eating
- Anxious/sick/nervous behavior or distracted appearance
- Self-destructiveness or displays of odd behavior
- Decreased self-esteem

TACMO also informs certificated employees about the groups of students determined by TACMO and available research to be at elevated risk for bullying and provides its certificated employees with information on existing school and community resources related to the support of these groups. These groups include but are not limited to:

- Students who are lesbian, gay, bisexual, transgender, or questioning youth ("LGBTQ") and those youth perceived as LGBTQ; and
- Students with physical or learning disabilities.

TACMO encourages its employees to demonstrate effective problem-solving, anger management, and self-confidence skills for TACMO's students.

Complaint Procedures

Scope of the Complaint Procedures

TACMO will comply with its Uniform Complaint Procedures ("UCP") policy when investigating and responding to complaints alleging unlawful harassment, discrimination, intimidation or bullying against a protected group or on the basis of a person's association with a person or group with one or more of the protected characteristics set forth in the UCP that:

- Are written and signed;
- Filed by an individual who alleges that they have personally suffered unlawful discrimination, harassment, intimidation or bullying, or by one who believes any specific

class of individuals has been subjected to discrimination, harassment, intimidation or bullying based on a protected characteristic, or by a duly authorized representative who alleges that an individual student has been subjected to discrimination, harassment, intimidation, or bullying; and

- Submitted to the TACMO UCP Compliance Officer not later than six (6) months from the date the alleged unlawful discrimination, harassment, intimidation or bullying occurred, or the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation or bullying.

TACMO will comply with its Title IX Policy when investigating and responding to complaints alleging sex discrimination, including sex-based harassment, in its education program or activity, as applicable.

The following procedures shall be utilized for complaints of misconduct prohibited by this Policy that do not fall within the scope of TACMO's Title IX Policy or comply with the writing, timeline, or other formal filing requirements of the UCP. A copy of TACMO's Title IX Policy and UCP is available in the main office.

Submitting a Report or Complaint

All staff are expected to provide appropriate supervision to enforce standards of conduct and, if they observe or become aware of misconduct prohibited by this Policy, to intervene when safe to do so, call for assistance, and report such incidents. The Board requires staff to follow the procedures in this Policy for reporting alleged acts of misconduct prohibited by this Policy.

Reports and complaints of misconduct prohibited by this Policy shall be submitted to the Superintendent (or the Chair of the Board if the complaint is against the Superintendent) as soon as possible after the incidents giving rise to the report or complaint.

Complaints regarding such misconduct may also be made to the U.S. Department of Education, Office for Civil Rights. Civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders may also be available to complainants.

While submission of a written report is not required, and TACMO will investigate and respond to all oral and written reports of misconduct prohibited by this Policy, the reporting party is encouraged to submit a written report. Reports may be made anonymously, but formal disciplinary action cannot be based solely on an anonymous report.

Students are expected to report all incidents of misconduct prohibited by this Policy and other verbal or physical abuses. Any student who feels they are a target of such behavior should immediately contact a teacher, counselor, the Principal, a staff person or a family member so that the student can get assistance in resolving the issue in a manner that is consistent with this Policy.

TACMO acknowledges and respects every individual's right to privacy. All reports and complaints shall be investigated in a manner that protects the confidentiality of the parties and the integrity of the process to the greatest extent possible. This includes keeping the identity of the reporter and/or complainant confidential, as appropriate, except to the extent necessary to comply with applicable law, carry out the investigation and/or to resolve the issue, as determined by TACMO on a case-by-case basis.

TACMO prohibits any form of retaliation against any individual who files a report or complaint, testifies, assists, participates, or refuses to participate in any investigation or proceeding related to misconduct prohibited by this Policy. Such participation or lack of participation shall not in any way affect the status, grades, or work assignments of the individual. Individuals alleging retaliation in violation of this Policy may file a grievance using the procedures set forth in this Policy.

Investigation and Response

Upon receipt of a report or complaint of misconduct prohibited by this Policy, the Superintendent or designee will promptly initiate an investigation. In most cases, a thorough investigation will take no more than twenty-five (25) school days.

At the conclusion of the investigation, the Superintendent or designee will, to the extent possible with respect to confidentiality laws, provide the complainant with information about the investigation and resolution of the incident/situation. However, the Superintendent or designee will not reveal confidential information related to other students or employees.

If the complaint is against the Superintendent, a Board member who is not the Board Chair or a third-party investigator will conduct a fact-finding investigation and provide the complainant with information about the investigation and resolution of the incident/situation.

Consequences

Students or employees who engage in misconduct prohibited by this Policy may be subject to disciplinary action up to and including expulsion from TACMO or termination of employment.

Right of Appeal

Should a complainant find TACMO's resolution unsatisfactory, for complaints within the scope of this Policy, the complainant may, within five (5) business days of notice of TACMO's decision or resolution, submit a written appeal to the Chair of the TACMO Board, who will serve as the decisionmaker for the appeal or designate a decisionmaker for the appeal. The decisionmaker for the appeal will notify the complainant of the final decision.

TITLE IX POLICY PROHIBITING DISCRIMINATION ON THE BASIS OF SEX

The following is TACMO's Board Policy 24-003.

This Title IX Policy Prohibiting Discrimination on the Basis of Sex ("Policy") contains the policies and grievance procedures of The Academies Charter Management Organization ("TACMO") to address sex discrimination, including but not limited to sexual harassment, occurring within TACMO's education program or activity.

TACMO does not discriminate on the basis of sex and prohibits any acts of sex discrimination in any education program or activity that it operates, as required by California law, Title IX (20 U.S.C. § 1681 *et seq.*) and the Title IX regulations (34 C.F.R. Part 106), including in admission and employment.³

This Policy applies to conduct occurring in TACMO's education programs or activities including but not limited to incidents occurring on the school campus, during school-sponsored events and activities regardless of the location, and through school-owned technology, whether perpetrated by a student, parent/guardian, employee, volunteer, independent contractor or other person with whom TACMO does business.

Inquiries about the application of Title IX and 34 C.F.R. Part 106 (hereinafter collectively referred to as "Title IX") may be referred to the TACMO Title IX Coordinator, the Assistant Secretary for Civil Rights of the U.S. Department of Education, or both.

Definitions

Prohibited Sex Discrimination

³ TACMO complies with all applicable state and federal laws and regulations and local ordinances in its investigation of and response to reports and complaints of misconduct prohibited by this Policy.

Title IX and California law prohibit discrimination on the basis of sex, including sex-based harassment and differences in the treatment of similarly situated individuals on the basis of sex with regard to any aspect of services, benefits, or opportunities provided by TACMO.

Prohibited Sexual Harassment

Under Title IX, “sexual harassment” means conduct on the basis of sex that satisfies one or more of the following:

- An employee of TACMO conditioning the provision of an aid, benefit, or service of TACMO on an individual’s participation in unwelcome sexual conduct;
- Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to TACMO’s education program or activity; or
- “Sexual assault” as defined in 20 U.S.C. 1092(f)(6)(A)(v), “dating violence” as defined in 34 U.S.C. 12291(a)(10), “domestic violence” as defined in 34 U.S.C. 12291(a)(8), or “stalking” as defined in 34 U.S.C. 12291(a)(30).

Under California Education Code section 212.5, sexual harassment consists of conduct on the basis of sex, including but not limited to unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct on the basis of sex, regardless of whether or not the conduct is motivated by sexual desire, when: (a) submission to the conduct is explicitly or implicitly made a term or a condition of an individual’s employment, education, academic status, or progress; (b) submission to, or rejection of, the conduct by the individual is used as the basis of employment, educational or academic decisions affecting the individual; (c) the conduct has the purpose or effect of having a negative impact upon the individual’s work or academic performance, or of creating an intimidating, hostile, or offensive work or educational environment; and/or (d) submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through TACMO.

Examples of conduct that may fall within the Title IX or the Education Code definition of sexual harassment, or both:

- Physical assaults of a sexual or sex-based nature, such as:
 - Rape, sexual battery, molestation or attempts to commit these assaults.
 - Intentional physical conduct that is sex-based or sexual in nature, such as touching, pinching, patting, grabbing, brushing against another’s body, poking another’s body, violence, intentionally blocking normal movement or interfering with work or school because of sex.
- Unwanted sexual advances or propositions, derogatory sex-based comments, or other sex-based conduct, such as:
 - Sexually oriented or sex-based gestures, notices, epithets, slurs, remarks, jokes, or comments about a person’s sexuality or sexual experience.
 - Preferential treatment or promises of preferential treatment to an individual for submitting to sexual conduct, including soliciting or attempting to solicit any individual to engage in sexual activity for compensation or reward or deferential treatment for rejecting sexual conduct.
 - Subjecting or threats of subjecting a student or employee to unwelcome sexual attention or conduct or intentionally making the student’s or employee’s performance more difficult because of the student’s or the employee’s sex.
 - Retaliation against an individual who has articulated a good faith concern about sex-based harassment.
- Sexual or discriminatory displays or publications anywhere in the work or educational environment, such as:

- Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing or possessing any such material to read, display or view in the work or educational environment.
- Reading publicly or otherwise publicizing in the work or educational environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic.
- Displaying signs or other materials purporting to segregate an individual by sex in an area of the work or educational environment (other than restrooms or similar rooms).

The illustrations above are not to be construed as an all-inclusive list of sex-based harassment acts prohibited under this Policy.

Complainant means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

Formal Complaint of Sexual Harassment means a written document filed and signed by a complainant who is participating in or attempting to participate in TACMO's education program or activity or signed by the Coordinator alleging sexual harassment against a respondent and requesting that TACMO investigate the allegation of sexual harassment. At the time of filing a formal complaint of sexual harassment, the complainant must be participating in or attempting to participate in TACMO's education program or activity.

Party means a complainant or respondent.

Respondent means a person who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

Supportive Measures are non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to a party before or after the filing of a formal complaint of sexual harassment or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to TACMO's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or TACMO's educational environment, or deter sexual harassment.

Title IX Coordinator

The Board of Directors of TACMO ("Board") has designated the following employee as the Title IX Coordinator ("Coordinator"):

Karin Aure, Ed.D., Superintendent
PO Box 1189, Visalia, CA 93279
kaure@theacademiescharters.org
(559) 429-4351

In the event the above-named individual becomes unavailable or unable to serve as the Coordinator, the Board has designated the following employee to serve as a temporary or interim Coordinator:

Shauna Dolin, Human Resources Director
PO Box 1189, Visalia, CA 93279
sdolin@theacademiescharters.org
(559) 429-4351

The Coordinator is responsible for coordinating TACMO's efforts to comply with the requirements of Title IX, receiving reports and complaints of sex discrimination, formal complaints of sexual harassment, and inquiries about the application of Title IX to TACMO, coordinating the effective implementation of supportive measures, and taking other actions as required by this Policy. The Coordinator or designee may serve as the investigator for formal complaints of sexual harassment.

Reporting Sex Discrimination

All employees must promptly notify the Coordinator when the employee has knowledge of or notice of allegations of sex discrimination or sexual harassment occurring within TACMO's education program or activity.

Students are expected to report all incidents of misconduct prohibited by this Policy. Any student who feels they are a target of such behavior should immediately contact a teacher, counselor, the Principal, Coordinator, a staff person or a family member so that the student can get assistance in resolving the issue in a manner that is consistent with this Policy.

Complaints regarding such misconduct may also be made to the U.S. Department of Education, Office for Civil Rights. Civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders may also be available to complainants.

While submission of a written report is not required, the reporting party is encouraged to submit a written report to the Coordinator. TACMO will promptly and effectively investigate and respond to all oral and written complaints and reports of misconduct prohibited by this Policy. Reports may be made anonymously, but formal disciplinary action cannot be based solely on an anonymous report.

Privacy

TACMO acknowledges and respects every individual's right to privacy. All reports and complaints shall be investigated in a manner that protects the confidentiality of the parties and the integrity of the process to the greatest extent possible. This includes but is not limited to keeping the identity of the reporter and other personally identifiable information confidential, as appropriate, except to the extent necessary to comply with the law, carry out the investigation and/or to resolve the issue, as determined by the Coordinator or designee on a case-by-case basis.

Retaliation

TACMO prohibits any form of retaliation against any individual who files a report or complaint, testifies, assists, participates, or refuses to participate in any investigation or proceeding related to misconduct prohibited by this Policy. Such participation or lack of participation shall not in any way affect the status, grades, or work assignments of the individual.

Response to Sexual Harassment

TACMO will respond promptly and in a manner that is not deliberately indifferent when it has actual knowledge, as defined in 34 C.F.R. § 106.30(a), of sexual harassment occurring in its education program or activity against a person in the United States.

TACMO's response will treat complainants and respondents equitably by offering supportive measures to a complainant, and by following the grievance procedures for formal complaints of sexual harassment that are listed below before imposing any disciplinary sanctions or other actions that are not supportive measures on a respondent for sexual harassment under Title IX.

Supportive Measures

Once notified of sexual harassment or allegations of sexual harassment occurring in TACMO's education program or activity against a person in the United States, the Coordinator will promptly contact the complainant to discuss the availability of supportive measures, consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint of sexual harassment.

Supportive measures may include but are not limited to: counseling; extensions of deadlines or other course-related adjustments; modifications of work or class schedules; mutual restrictions on contact between the parties; changes in work or on-campus housing locations; leaves of absence; increased security and monitoring of certain areas of the campus; and other similar measures.

Supportive measures will not unreasonably burden either party or be imposed for punitive or disciplinary reasons. TACMO will maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair TACMO's ability to provide the supportive measures. The Coordinator is responsible for coordinating the effective implementation of supportive measures.

Grievance Procedures

Scope and General Requirements

TACMO has adopted and published grievance procedures that provide for the prompt and equitable resolution of student and employee complaints alleging any action that would be prohibited under Title IX and a grievance process that complies with 34 C.F.R. § 106.45 for formal complaints of sexual harassment.

Complaints of misconduct prohibited by this Policy that do not constitute a formal complaint of sexual harassment will be addressed in accordance with TACMO's Uniform Complaint Procedures, its employment discrimination complaint procedures, or the grievance procedures set forth in its Harassment, Intimidation, Discrimination, and Bullying Policy, as applicable. The following grievance procedures will apply to formal complaints of sexual harassment.

Upon receipt of a formal complaint of sexual harassment, the Coordinator or designee will promptly initiate these grievance procedures, or the informal resolution process if available, appropriate, and requested by all parties.

TACMO requires that any Title IX Coordinator, investigator, decisionmaker, and any person designated by TACMO to facilitate an informal resolution process not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.

TACMO will treat complainants and respondents equitably. TACMO presumes that the respondent is not responsible for the alleged sexual harassment until a determination is made at the conclusion of its grievance procedures.

TACMO may consolidate formal complaints of sexual harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against another party, where the allegations of sexual harassment arise out of the same facts or circumstances.

TACMO allows for the temporary delay of the grievance process or limited extension of timeframes on a case-by-case basis for good cause. Requests for extensions must be submitted to the Coordinator in writing at least one (1) business day before the expiration of the

timeframe. If the grievance process is temporarily delayed or a timeframe is temporarily extended by TACMO, the Coordinator or designee will notify the parties of the reason for the delay or extension in writing.

TACMO will objectively evaluate all evidence that is relevant and not otherwise impermissible, including both inculpatory and exculpatory evidence.⁴ Credibility determinations will not be based on a person's status as a complainant, respondent, or witness.

Dismissal

TACMO must dismiss a formal complaint of sexual harassment for purposes of sexual harassment under Title IX if the conduct alleged:

- Would not constitute sexual harassment under Title IX even if proved;
- Did not occur in TACMO's education program or activity; or
- Did not occur against a person in the United States.

TACMO may dismiss a formal complaint of sexual harassment or any of the allegations therein if:

- The respondent is no longer enrolled or employed by TACMO;
- A complainant notifies the Coordinator in writing that the complainant would like to withdraw the complaint or any allegations therein; or
- Specific circumstances prevent TACMO from gathering sufficient evidence to reach a determination as to the complaint or allegations therein.

Upon dismissal, the Coordinator or designee will promptly send written notice of the dismissal and reason(s) therefor simultaneously to the parties. Dismissal under Title IX does not preclude action under another applicable TACMO policy.

Notice of the Allegations

Upon receipt of a formal complaint of sexual harassment, the Coordinator or designee will provide written notice of the allegations to the parties whose identities are known. The notice will include:

- TACMO's grievance procedures and any informal resolution process;
- The allegations of sexual harassment including sufficient details known at the time and with sufficient time to prepare a response before any initial interview. Sufficient details includes the identities of the parties involved in the incident(s), if known, the conduct allegedly constituting sexual harassment under Title IX, and the date(s) and location(s) of the alleged incident(s), if known;
- A statement that the respondent is presumed not responsible for the alleged conduct and a determination regarding responsibility is made at the conclusion of the grievance process;
- A statement that the parties may have an advisor of their choice, who may be, but is not required to be, an attorney, and may inspect and review evidence; and
- A statement that TACMO prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

Emergency Removal

TACMO may place a non-student employee respondent on administrative leave during the pendency of the grievance procedures in accordance with TACMO's policies.

TACMO may remove a respondent from TACMO's education program or activity on an emergency basis, in accordance with TACMO's policies, provided that TACMO undertakes an individualized safety and risk analysis, determines that an immediate threat to the physical

⁴ Inculpatory means tending to impute guilt or fault, and exculpatory means tending to absolve from guilt or fault.

health or safety of any person arising from the allegations of sexual harassment justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal.

This provision must not be construed to modify any rights under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act.

Informal Resolution

At any time after a formal complaint of sexual harassment is filed and prior to determining whether sexual harassment occurred under TACMO's Title IX grievance procedures, TACMO may offer an informal resolution process to the parties. TACMO will not offer or facilitate informal resolution to resolve allegations that an employee sexually harassed a student, or when such a process would conflict with Federal, State, or local law. Parties will not be required or pressured to agree to participate in the informal resolution process.

Before initiation of the informal resolution process, TACMO will obtain the parties' voluntary, written consent to participate in the informal resolution and provide the parties with a written notice that explains:

- The allegations;
- The requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint of sexual harassment arising from the same allegations;
- The right to withdraw and initiate or resume the grievance procedures at any time prior to agreeing to a resolution; and
- Any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.

Investigation

In most cases, a thorough investigation will take no more than thirty (30) business days. TACMO has the burden to conduct an investigation that gathers sufficient evidence to determine whether sexual harassment occurred. The investigator will review all evidence gathered through the investigation and determine what evidence is relevant and what evidence is impermissible regardless of relevance in accordance with Title IX.

The following types of evidence, and questions seeking that evidence, are impermissible (i.e., will not be used, accessed, considered, or disclosed), regardless of whether they are relevant:

- A party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party, unless TACMO obtains that party's voluntary, written consent to do so for these grievance procedures; and
- Evidence about the complainant's sexual predisposition or prior sexual behavior, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.

The parties will be provided with an equal opportunity to present witnesses, to inspect and review any evidence obtained that is directly related to the allegations raised, and to have an advisor present during any investigative meeting or interview. The parties will not be prohibited from discussing the allegations under investigation or from gathering and presenting relevant evidence. A party whose participation is invited or expected at an investigative meeting or

interview will receive written notice of the date, time, location, participants, and purpose of the meeting or interview with sufficient time for the party to prepare to participate.

Before the investigator completes the investigative report, TACMO will send to each party and the party's advisor, if any, a copy of the evidence subject to inspection and review, and the parties will have at least ten (10) days to submit a written response for the investigator to consider prior to completing the investigation report.

The investigator will complete an investigation report that fairly summarizes relevant evidence and send a copy of the report to each party and the party's advisor, if any, at least ten (10) days prior to the determination of responsibility.

Determination of Responsibility

Before making a determination of responsibility, the decisionmaker must afford each party the opportunity to submit written, relevant questions that a party wants to ask of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. The decisionmaker must explain to the party proposing the questions any decision to exclude a question as not relevant.

Determinations will be based on an objective evaluation of all relevant and not otherwise impermissible evidence and credibility determinations will not be based on a person's status as a complainant, respondent, or witness. The standard of evidence used to determine responsibility is the preponderance of the evidence standard.

Within fifteen (15) business days after TACMO sends the investigation report to the parties, the decisionmaker, who will not be the same person as the Coordinator or investigator, will simultaneously send the parties a written determination of whether sexual harassment occurred. The written determination will include:

- The allegations of sexual harassment;
- A description of the procedural steps taken including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;
- The findings of facts supporting the determination;
- The conclusions regarding the application of TACMO's code of conduct to the facts;
- The decision and rationale for each allegation;
- Any recommended disciplinary sanctions for the respondent, and whether remedies designed to restore or preserve equal access to the education program or activity will be provided to the complainant; and
- The procedures and permissible bases for appeals.

The determination regarding responsibility becomes final either on the date that TACMO provides the parties with the written appeal decision, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

Appeals

Either party may, within five (5) business days of their receipt of TACMO's written determination of responsibility or dismissal of a formal complaint of sexual harassment, submit a written appeal to the Chair of the TACMO Board, who will serve as the decisionmaker for the appeal or designate a decisionmaker for the appeal.

The complainant and respondent may only appeal from a determination regarding responsibility or TACMO's dismissal of a formal complaint of sexual harassment or any allegations therein, on one or more of the following bases:

- Procedural irregularity that affected the outcome of the matter;

- New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; or
- The Coordinator, investigator(s), or decisionmaker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.

The decisionmaker for the appeal will not be the same person as the Coordinator, the investigator or the initial decisionmaker.

The decisionmaker for the appeal will: 1) notify the other party of the appeal in writing; 2) implement appeal procedures equally for the parties; 3) allow the parties to submit a written statement in support of, or challenging, the outcome within five (5) business days of notice of the appeal; and 4) within fifteen (15) business days of the appeal, provide a written decision simultaneously to the parties describing the result of the appeal and the rationale for the result.

Consequences

Students or employees who engage in misconduct prohibited by this Policy, knowingly make false statements or knowingly submit false information during the grievance process, may be subject to disciplinary action up to and including expulsion from TACMO or termination of employment. If there is a determination that sexual harassment occurred, the Coordinator is responsible for effective implementation of any remedies ordered by TACMO.

Training

All supervisors of staff will receive sexual harassment training within six (6) months of their assumption of a supervisory position and will receive further training once every two (2) years thereafter. All Title IX Coordinators, investigators, decisionmakers, and any person who facilitates a Title IX informal resolution process will receive Title IX training and/or instruction concerning sexual harassment as required by law.

Recordkeeping

TACMO will maintain the following records for at least seven (7) years:

- Records of each sexual harassment investigation, including any determination of responsibility; any audio or audiovisual recording or transcript; any disciplinary sanctions imposed on the respondent; and any remedies provided to the complainant;
- Records of any appeal of a formal complaint or sexual harassment and the results of that appeal;
- Records of any informal resolution of a formal complaint or sexual harassment and the results of that informal resolution;
- All materials used to train Title IX Coordinators, investigators, decisionmakers, and any person who facilitates an informal resolution process; and
- Records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment.

The above records will be maintained in a secure location until destroyed in accordance with applicable laws and regulations.

WHISTLEBLOWER POLICY

The following is TACMO's Board Policy 12-004.

The Academies Charter Management Organization ("TACMO") requires its directors, officers, employees, and volunteers to observe high standards of ethics in the conduct of their duties and responsibilities within TACMO. As representatives of TACMO, such individuals must practice honesty and integrity in fulfilling all responsibilities and must comply with all applicable laws and regulations. The purpose of this policy is to create an ethical and open work environment, to

ensure that TACMO has a governance and accountability structure that supports its mission, and to encourage and enable directors, officers, employees, and volunteers of TACMO to raise serious concerns about the occurrence of illegal or unethical actions within TACMO before turning to outside parties for resolution.

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

ALCOHOL, TOBACCO, & DRUG-FREE WORKPLACE

It is TACMO's policy to maintain a drug and alcohol-free workplace. No Employee may use, possess, offer for sale or be under the influence of any illegal or illicit drugs or alcohol during working hours including lunch and break periods, in the presence of pupils, or on School property at any time.

All TACMO buildings and facilities are tobacco-free facilities. TACMO Employees may not use tobacco products on school grounds at any time.

Engaging in any of the activities above shall be considered a violation of TACMO policy and the violator will be subject to discipline, up to and including termination. TACMO complies with all federal and state laws and regulations regarding drug use while on the job.

SCHOOL PROPERTY INSPECTIONS

TACMO is committed to providing a work environment that is safe and free of illegal drugs, alcohol, firearms, explosives and other improper materials. Additionally, TACMO provides property and facilities to its Employees to carry out business on behalf of TACMO. Accordingly, Employees do not have any expectation of privacy in the use of any School property or facilities. In accordance with these policies, all TACMO facilities and property, including all items contained therein, may be inspected by TACMO at any time, with or without prior notice to the Employee. To the fullest extent allowed by law, School property includes all desks, storage areas, work stations, lockers, file cabinets, computers, telephone systems, email systems and other storage devices.

Consistent with applicable law, TACMO also reserves the right to inspect or cause to be inspected any vehicle, its trunk, glove compartment or any container therein that is parked on TACMO property or premises or to contact the Police Department to do the same.

CONFIDENTIALITY OF INFORMATION

During your employment at TACMO, you may have access to and/or become aware of information of a confidential, proprietary, or private nature, including but not limited to information and data relating to TACMO students; non-public information data relating to donors, donor prospects, and

donations; non-public TACMO budget or financial information; and payroll and personnel information relating to current or former Employees. As a condition of their employment, all TACMO Employees must sign a Confidentiality Agreement. This Confidentiality Agreement describes what information TACMO considers confidential information and what measures TACMO Employees are expected to take to protect confidential information. This Confidentiality Agreement can be found on the last page of this Handbook. Direct any questions about your confidentiality obligations to the Superintendent, Principal or the Board Chairperson.

FAMILY EDUCATION RIGHTS AND PRIVACY ACT (FERPA)

The student education records contained in TACMO electronic and physical data sources are subject to the federal Family Educational Rights and Privacy Act (FERPA). With few exceptions, FERPA prohibits schools from disclosing personally identifiable information contained in student education records without prior written parent consent. Violation of FERPA could subject TACMO to severe penalties including the termination of eligibility to receive funding under any applicable federal program.

However, one exception, which permits disclosure without prior parent consent, is disclosure to school officials with legitimate educational interests.

As a staff member of TACMO, you agree not to disclose any of the personally identifiable information you acquire in the course of your duties to other parties who are not school officials unless you have obtained prior written parental consent in accordance with FERPA guidelines for the disclosure.

TACMO's full policy on this topic is SP 12-001, "Educational Records and Student Information," and is available for your review in the office.

Definitions

Student Education Records are any written or computerized document, file, entry, or record containing information directly relating to a student that is compiled and maintained by TACMO.

Student Education Records include, but are not limited to:

- Student names;
- Names of student parents or other family members;
- Student or student family addresses;
- Personal identifiers, such as student social security numbers or school-assigned student numbers;
- Lists of personal characteristics that would make student identity easily traceable; or
- Other information that would make a student's identity easily traceable.

School Officials include a person employed by TACMO as an administrator, supervisor, teacher/instructor, or support staff member (including health, medical, law enforcement, or technical personnel); a person serving on TACMO's Board of Directors; or a person or company with whom TACMO has contracted to perform a special task (such as an attorney, auditor, data analyst, medical consultant, or therapist).

Legitimate Educational Interest: A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility.

Violation of Policy

Any violation or abuse of this policy is grounds for disciplinary action, up to and including termination, removal of all TACMO network privileges and accounts, and/or legal action.

CONFLICT OF INTEREST

The following is TACMO's Board Policy 11-001

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

THE WORKPLACE

WORK SCHEDULE

Business hours are normally 7:30 a.m. – 4:30 p.m., Monday through Friday. The TACMO After School Program runs until 5:30 p.m. daily with a separate staff. The regular (full-time) workday schedule for employees is eight (8) hours; the regular workweek schedule is forty (40) hours.

Non-Exempt (Hourly) Employees

Non-exempt employees are assigned a written work schedule that delineates their particular hours and assignment. Work schedules, including meal and rest periods, are established by the employee's supervisor in accordance with applicable law and operational needs. Non-exempt employees are expected to work their assigned schedules and obtain approval before working additional hours.

Exempt (Salary) Teaching and Student Support Staff

Exempt teaching and student support staff are generally expected to be present from 7:45 a.m. – 4:00 p.m. and to exercise professional judgment in managing their responsibilities while providing high-quality instruction and support services to students.

Because exempt teaching and student support positions occasionally require responsibilities that extend beyond the regular workday, teachers and student support staff are expected to exercise professional judgment in managing their schedules and priorities while continuing to meet the responsibilities of their positions. Exempt teaching and student support staff are expected to commit whatever additional time is reasonably necessary to satisfactorily fulfill the responsibilities of their positions. Additional assignments outside the scope of an employee's regular duties may be compensated in accordance with applicable Board-approved agreements or compensation arrangements.

Exempt (Salary) Management Staff

Exempt management employees are generally expected to maintain work schedules aligned with the organization's normal business hours of 7:30 a.m. – 4:30 p.m. and to ensure availability for meetings, collaboration, and communication during those hours. Exempt management employees are encouraged to take a regular meal period in support of healthy and sustainable work practices and are expected to exercise professional judgment in managing their schedules while fulfilling the responsibilities of their positions.

Because exempt management positions occasionally require responsibilities that extend beyond the regular workday, management employees are afforded reasonable flexibility in adjusting their schedules, consistent with operational needs, while continuing to meet the responsibilities of their

positions. Exempt management employees are expected to commit whatever additional time is reasonably necessary to satisfactorily fulfill the responsibilities of their positions. Additional assignments outside the scope of an employee's regular duties may be compensated in accordance with applicable Board-approved agreements or compensation arrangements.

MEAL AND REST BREAKS

TACMO provides employees with meal and rest breaks in accordance with California Labor Code § 512 and other applicable laws.

Meal Breaks: Non-exempt employees who work more than five (5) hours in a workday are provided with an unpaid, uninterrupted, duty-free meal period of at least thirty (30) minutes, to be taken approximately in the middle of the workday. A second unpaid meal period of at least thirty (30) minutes is provided if the employee works more than ten (10) hours in a workday, unless the employee waives the second meal period in accordance with California law.

Rest Breaks: Non-exempt employees are entitled to a paid ten (10) minute rest break for every four (4) hours worked or major fraction thereof. A rest break is typically provided if the workday exceeds 3.5 hours, and a second rest break is provided when the workday exceeds six (6) hours.

The direct supervisor will schedule and approve employees' meal and rest periods during the development of weekly schedules.

Non-exempt employees are expected to take their breaks as scheduled. Any concerns regarding missed or interrupted breaks should be promptly reported to their direct supervisor or Human Resources.

PUNCTUALITY AND ATTENDANCE

Punctuality and regular attendance are expected of all staff. You should report to work as scheduled, on time.

If you find it necessary to be absent or late, you are expected to arrange it in advance with your direct supervisor, as indicated by the current Organizational Chart. If you must be absent for any reason during work hours, you should inform your direct supervisor as far in advance as possible. If it is not possible to arrange your absence or tardiness in advance, you must notify your direct supervisor no later than two (2) hours before the start of your workday.

If you are absent from work longer than one (1) day, you are expected to keep your direct supervisor sufficiently informed of your situation.

An absence or tardiness without proper notification to your direct supervisor will lead to disciplinary action, up to and including termination. Excessive absenteeism and tardiness will not be tolerated and will lead to disciplinary action, up to and including termination with or without advance notice.

If you fail to come to work for three (3) consecutive workdays without authorization, TACMO will presume that you have voluntarily resigned from your position with TACMO at the close of business of the third missed day.

TIMESHEETS

For all non-exempt Employees, semi-monthly (digital or paper) timesheets must be accurately kept, reflecting all regular hours and overtime hours worked and meal periods taken within the pay period: 1st-15th, paid on the last day of the month and 16th-30th/31st, paid on the following 15th.

Timesheets must be submitted by the Employee, verifying and attesting to the truth of the information contained therein. Digital timesheets are to be submitted daily and paper timesheets are to be submitted by the last day of the pay period. All absences, tardiness and overtime must be accurately reflected on the timesheet.

For all exempt Employees working on special projects outside their At-Will Employment Agreement and with prior approval of TACMO's Principal or Superintendent, a paper hardcopy timesheet must be accurately kept, reflecting all hours worked which fall outside the purview of the Employee's At-Will Employment Agreement. Timesheets must be signed by the Employee, verifying and attesting to the truth of the information contained therein.

Timesheets are due by 5 p.m. on the last day of the pay period (15th or 30th/31st). When the last day of the pay period falls on a weekend, timesheets are due the Friday before.

ACCEPTABLE USE OF TACMO TECHNOLOGY AND PROPERTY

Definition of TACMO Property and Technology Resources

For purposes of this policy, "technology" refers to all TACMO electronic devices and systems, software, and means of electronic communication including, but not limited to, the following:

- All computers and workstations, including laptop computers, desktop computers, and server computers;
- Computer hardware and peripheral equipment such as disk drives, printers, modems, scanners, fax machines, and copiers;
- Supported and designated computer software applications and associated system and user-created files and data;
- Standard and cellular telephones, voicemail systems, electronic-mail systems, portable computer devices, digital cameras, and video recorders.

"TACMO property" refers to objects owned and housed on TACMO, SVA, or BOA premises, including but not limited to: desks, tables, workstations, cabinets, drawers, and shelves, as well as books, textbooks, curriculum, maps, materials, instruments, tools, machines, and vehicles.

"Use of technology" is defined as the collection of individual behavior, interaction, and utilization, with and of, all computing and peripheral equipment, software, and technology services that are procured, implemented, and supported by TACMO (including SVA and BOA).

Acceptable Use of TACMO Property and Technology

TACMO will provide Employees with access to property and technology as necessary and appropriate to fulfill assigned responsibilities. TACMO staff will not supply personal technology resources to create, store, and communicate organizational information or complete job responsibilities, nor will TACMO support, modify, repair, integrate, or perform work on personal technology resources.

TACMO Employees who use TACMO technology must do so responsibly and are required to comply with all state and federal laws, the policies of TACMO, and with standards of professional conduct. When using TACMO property, the TACMO staff is expected to exercise care, perform required maintenance where assigned, and follow all operating instructions, safety standards, and guidelines provided.

TACMO Employees may not use any technology resource for the purpose of creation and transmission of offensive, obscene, or indecent material; creation of defamatory material; plagiarism; infringement of copyright, including software, published texts, and student work;

political and/or religious proselytizing; transmission of student images or student work without parental and Principal permission; transmission of commercial and/or advertising material; and creation and transmission of material which a recipient might consider disparaging, harassing, and/or abusive based on race, ethnicity, national origin, sex, gender (including gender expression or identity), sexual orientation, age, disability, religion, and/or political beliefs.

TACMO's technology is to be used by the staff for the purpose of TACMO activities. This policy does not prohibit use of technology resources for reasons of a personal or social nature on the TACMO Employee's non-work time, providing such use does not violate any of TACMO's policies, break local, state, or federal law, result in any monetary cost to TACMO, impair intended use and functionality by the addition, removal, or alteration of equipment or software, or detract from the Employee's performance of his or her job duties. TACMO does not support the storage and installation of personal hardware or software and related data on TACMO technology, and TACMO Employees should not store or install personal hardware, software or data on TACMO technology. Therefore, TACMO will not repair or backup such data and software. This includes personal music, videos, pictures, and other documents. TACMO reserves the right to determine when personal use of technology or other TACMO property is excessive or improper and may require reimbursement or other remediation from a staff member and/or discipline the Employee when he/she has used the technology excessively or improperly.

The following activities are prohibited while using TACMO technology resources:

1. Knowingly giving one's password to others or failing to properly safeguard one's password;
2. Attempting to gain unauthorized access to TACMO technology resources, attempts to disrupt it in any way, or attempts to destroy or alter data;
3. Downloading or installing any commercial software, shareware, or freeware without permission from the network administrator;
4. Copying TACMO's software programs for personal use;
5. Plagiarism;
6. Using the organization's time and resources for personal pursuits;
7. Sending or posting discriminatory, harassing, or threatening messages or images;
8. Using abusive or otherwise objectionable language in either public or private messages;
9. Stealing, using, or disclosing someone else's code or password without authorization or otherwise making TACMO's electronic resources available to persons not authorized to such access;
10. Attempting to break into the computer system of another organization or person;
11. Accessing, attempting to access, saving, transmitting, or printing any pornographic materials;
12. Sending or posting chain letters, solicitations, or advertisements not related to business purposes or activities;
13. Using the Internet for political causes or activities, religious activities, or any sort of gambling;
14. Changing any computer file that does not belong to the user;
15. Using another person's password without his or her consent;
16. Unauthorized modification of system facilities, operating systems or disk partitions;
17. Damaging or vandalizing School computing facilities, equipment, software, or computer files. Vandalism includes uploading, downloading or creating computer viruses and/or any malicious attempt to harm or destroy School equipment or materials or the data of any other user;
18. Developing or using programs which disrupt other computer users, access private or restricted portions of the system, and/or damage software or hardware components of the system;
19. Violate any federal, state, or local laws in the use of the School's information systems;

20. Placed copyrighted material on the system without the author's permission. Users may download copyrighted material for their own use only and only in accordance with copyright laws.

It is understood that accidents happen, but staff are encouraged to take the best possible care of all school property and technology resources. If equipment or items sustain physical damage or are stolen, notify the Principal immediately so that s/he can address the problem. If staff are deemed neglectful with TACMO property, they may be held responsible for repair or bear the cost to replace such equipment.

Privacy

All TACMO technology is property of TACMO. All Internet traffic and all messages sent and received, including personal messages, Internet browsing traffic, and all data and information stored on TACMO email, voicemail system, cell phones, or computer systems are TACMO property, regardless of the content. TACMO reserves the right to access, monitor, and inspect all of its technology resources including its computers, voicemail, email, and any other data storage communications systems, at any time, at its sole discretion and with or without notice to Employees. TACMO Employees have no right of privacy with respect to any messages or information created, maintained, received, sent or stored on TACMO technology, even if those devices require a personal password to use or access, or if the information has been deleted. TACMO reserves the right to advise appropriate legal authorities of any incident involving technology resources where it reasonably believes an TACMO Employee may have violated the law.

All passwords used to access technology resources must be available to TACMO upon request.

TACMO also reserves the right to inspect all other TACMO property, including but not limited to desks, workstations, cabinets, drawers, closets, as well as any contents, effects, or articles in TACMO property. Such inspection can occur at any time, with or without advance notice or consent.

Return of TACMO Property and Technology

TACMO Employees who are issued TACMO property or technology must return the items when requested by TACMO or upon separation from TACMO employment. An Employee may face disciplinary action, up to and including dismissal, if any property or technology issued to him or her by the school is lost, damaged, misused or not returned to TACMO upon request. TACMO reserves its right to recover the value of its property or technology resources from an Employee to the full extent authorized by law.

Blogs, Web Pages, and Social Networking Sites

To the fullest extent allowed by law, TACMO staff will not utilize TACMO technology resources for purposes of using blogs, web pages or social networking sites to present information or content about themselves, colleagues, the organization, or students that may be false, disparaging, damaging, in violation of local, state, and federal law, or otherwise detrimental to the reputation and integrity of individuals, programs, or TACMO.

Staff should also carefully consider the impact of information presented on personal blogs, websites, or social networking sites. While publishing this information is potentially private conduct, information connecting the writer with TACMO may impact the writer's reputation among the greater TACMO community and may be detrimental to TACMO's educational mission. Staff should also be cautious when communicating with any students or parents of students through social networking sites or blogs. If this is done, all content, including profiles, links and/or other

data available through staff use of the social networking sites or blogs must meet the conduct standards set forth elsewhere in this Handbook.

Violation of Policy

Any violation or abuse of this policy is grounds for disciplinary action, up to and including termination, removal of all TACMO network privileges and accounts, and/or legal action. We anticipate that such actions can be avoided since they cause problems for all concerned. To keep the TACMO technology and property viable, effective, and user friendly, all staff must work cooperatively and responsibly.

STAFF INTERNET USE POLICY

It is the policy of TACMO to:

- Prevent user access and transmission of inappropriate material via the Internet utilizing TACMO technology resources;
- Prevent unauthorized access and other unlawful online activity;
- Prevent unauthorized online disclosure, use, or dissemination of personal identification information of minors; and
- Comply with the Children's Internet Protection Act and all other relevant laws for the safety of the students

This policy applies to all TACMO community members, including students, teachers, staff, and designated contractual or temporary staff.

Technology Protection Measure

TACMO shall filter all Internet traffic originating from any TACMO location to ensure it is appropriate for minors and in compliance with all local, state and federal mandates. TACMO shall maintain the necessary licensing annually to ensure all applicable categories of harmful Internet content is blocked and inaccessible by community members.

Monitoring and Supervision of Online Activities

TACMO staff responsible for allocating TACMO technology resources for student use are responsible for supervising and monitoring appropriate usage of TACMO technology resources, especially Internet access, in accordance with the Children's Internet Protection Act. This includes, but is not limited to:

- Logging and reporting of TACMO technology resource usage, especially Internet access;
- In-classroom monitoring of student use of technology resources;
- Follow-up meetings with students and/or parents concerning student use of technology resources.

Education of TACMO Community Members

Education of Minors: School staff responsible for allocating TACMO technology resources for student use shall be responsible for providing instruction to students concerning appropriate online behavior utilizing TACMO technology resources. Such instruction shall include review of specific inappropriate behavior, the consequences of such behavior, and an indication of how staff will assist students to be successful with the use of TACMO technology resources while avoiding inappropriate content. Such instruction shall be guided by TACMO's Student Internet Use Policy (SP 12-003).

Education of Staff: Designated staff will train and support school staff on the appropriate use of TACMO technology resources.

Violation of Policy

Any violation or abuse of this Policy is grounds for disciplinary action, up to and including termination, removal of all TACMO network privileges and accounts, and/or legal action. To keep the TACMO technology resources and property safe, viable, effective, and user friendly, all TACMO community members must work cooperatively and responsibly using this policy. TACMO reserves the right to update this policy and/or to change the technology protection measure at any time, with or without notice.

EMPLOYEE INTERNET POSTINGS

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

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

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

SOLICITING/ CONDUCTING PERSONAL BUSINESS WHILE ON DUTY

Employees are not permitted to conduct personal business or solicit personal business for any cause or organization while on duty, or when the Employee being solicited is supposed to be working. This prohibition includes distributing literature and other material. Distribution of materials is also against TACMO's policy if it interferes with access to facility premises, if it results in litter or is conducted in areas where other Employees are working. Solicitation during non-work time, e.g., paid breaks, lunch periods or other such non-work periods, is permissible. Entry on TACMO premises by non-Employees is not permitted, unless related to official School business. Solicitation or distribution of written materials by non-Employees is strictly prohibited.

FACULTY DRESS CODE

TACMO staff are expected to always maintain a professional appearance and demeanor. While staff are not required to follow the student uniform color guidelines, clothing should be clean, neat, and appropriate for a professional educational setting. Shirts, blouses, sweaters, coats, pants, skirts, and cropped pants should reflect a tidy and polished look.

Unlike students, staff may wear prints and have more flexibility with collars and necklines; however, all necklines must remain modest. Staff attire should promote respect from students, colleagues, and families, and should not distract from student learning.

Clothing with references to drugs, alcohol, violence, sexual content, or messages likely to disrupt the educational environment is not permitted. Religious dress or grooming practices will be reasonably accommodated in accordance with state and federal law.

School site administrators have the discretion to determine whether specific clothing meets the expectations of modesty, professionalism, and suitability for the school setting.

PROHIBITED USE OF CELL PHONE WHILE DRIVING

In the interest of the safety of our team members and other drivers, TACMO Employees are prohibited from using cell phones while driving on TACMO business and/or TACMO time.

If your job requires that you keep your cell phone turned on while you are driving, you must use a hands-free device. Under no circumstances should Employees place phone calls while operating a motor vehicle while driving on TACMO business and/or TACMO time. Violating this policy is a violation of law beginning July 1, 2008 and a violation of TACMO rules.

Writing, sending, or reading text-based communication– including text messaging, instant messaging, and e-mail– on a wireless device or cell phone while driving is also prohibited under this policy. Violating this policy is a violation of law and a violation of TACMO rules.

TACMO strongly urges that you pull off the road before conducting TACMO business.

HEALTH, SAFETY, AND SECURITY

In compliance with Proposition 65, TACMO will inform all Employees of any known exposure to a chemical known to cause cancer or reproductive toxicity.

Whenever Employee noise exposure equals or exceeds the standards specified in law, the Superintendent, Principal or designee shall implement a hearing conservation program in accordance with state and federal regulations, including, when required, monitoring of sound levels, audiometric testing of affected Employees, the provision of hearing protectors, and Employee training.

Eye safety devices shall be worn by Employees whenever they are engaged in or observing an activity involving hazards or hazardous substances likely to cause injury to the eyes.

The Superintendent, Principal or designee shall ensure the ready availability of medical personnel for advice and consultation on matters of industrial health or injury. Whenever a workplace is not in close proximity to an infirmary, clinic, or hospital where all injured Employees may be treated, the Principal or designee shall ensure that at least one Employee is adequately trained to provide first aid.

The Superintendent, Principal or designee shall make adequate first aid materials readily available for Employees at the worksite. Such materials shall be kept in sanitary and usable condition. The Superintendent, Principal or designee shall frequently inspect all first aid materials and replenish them as necessary.

Employees are required to know and comply with TACMO's general safety rules and to follow safe and healthy work practices at all times. Employees are required to immediately report to the Principal any potential health or safety hazards and all injuries or accidents.

TACMO has also developed guidelines to help maintain a secure workplace. Following these “common sense” guidelines helps our school be safer.

- Be aware of unknown persons loitering in parking areas, walkways, entrances, exits and service areas.
- Report any suspicious persons or activities immediately to the Principal, Vice Principal, Superintendent or Office Manager.
- Lock your desk or workspace at the end of the day.
- When called away from your work area for an extended length of time, do not leave valuable or personal articles around your workstation that may be accessible.
- Employees should immediately notify the Principal when keys are missing, or if security access codes, identification materials, or passes have been breached.

The security of the facilities, as well as the welfare of our Employees, depends upon the alertness and sensitivity of every individual. Employees should immediately notify the Principal when keys are missing or if security access codes or passes have been breached.

CRIMINAL BACKGROUND CHECKS

As a condition of employment, TACMO requires all applicants for employment to submit two (2) sets of fingerprints to the Department of Justice for the purpose of obtaining criminal record summary information from the Department of Justice and Federal Bureau of Investigation. TACMO will not employ a person who has been convicted of a violent or serious felony or a person who would be prohibited from employment by a public school district because of his or her conviction for any crime. TACMO will not employ any applicant until the Department of Justice completes its check of the state criminal history file as provided by law. TACMO shall also request subsequent notifications from the Department of Justice and take all necessary action based upon such further notification.

TUBERCULOSIS TESTING

Except for Employees transferring from other schools, no person shall be employed by TACMO unless the Employee has submitted proof of an examination within the past sixty (60) days that the Employee is free of active tuberculosis. Employees transferring from other public or private schools within the State of California must either provide proof of an examination within the previous sixty (60) days or a certification showing that he or she was examined within the past four years and was found to be free of communicable tuberculosis. It is also acceptable practice for the Employee’s previous school employer to verify that it has a certificate on file that shows that the Employee was examined within the past four (4) years and was found to be free of communicable tuberculosis.

The tuberculosis test shall consist of an approved intradermal tuberculin test, which if positive shall be followed by an X-ray of the lungs. After such examination, each Employee shall cause to be on file with TACMO a certificate from the examining physician showing the Employee was examined and found free from active tuberculosis.

All Employees shall be required to undergo the foregoing examination at least once every four (4) years, excepting “food handlers” who shall be examined annually, or more often if directed by the Board upon recommendation of the local health officer. In the case where TACMO has staff who handles food, each of those Employees shall annually cause to be on file with TACMO a certificate from the examining physician showing the Employee was examined and found free from active tuberculosis.

The tuberculosis examination for applicants for employment is a condition of initial employment. Therefore, the expense incident thereto shall be borne by the applicant. The cost of the examination required of existing Employees shall be a reimbursable expense. Employees should follow TACMO's reimbursement procedures.

The County Health Department may provide skin testing to Employees at regular intervals at no cost to the Employee. The availability of this testing may be announced by TACMO.

POLICY CONCERNING VIOLENCE IN THE WORKPLACE

TACMO is committed to providing a safe, violence-free workplace and school, and strictly prohibits Employees, consultants, students, parents, contractors, visitors, or anyone else on TACMO premises or engaging in a TACMO-related activity from behaving in a violent or threatening manner.

TACMO seeks to prevent workplace violence before it begins and reserves the right to deal with Employee behavior that suggests a propensity towards violence. TACMO believes that prevention of workplace violence begins with recognition and awareness of potential early warning signs and has established procedures for responding to any situation that presents the possibility of violence.

Workplace Violence Defined

Workplace violence includes threats of any kind; threatening, physically aggressive, or violent behavior, such as intimidation, or attempts to instill fear in others; other behavior that suggests a propensity toward violence, including belligerent speech, excessive arguing or swearing, sabotage, threats of sabotage of TACMO property; defacing TACMO property or causing physical damage to the facilities; and, with the exception of security personnel, bringing weapons or firearms of any kind on TACMO premises, or while conducting TACMO business or acting in an official TACMO capacity.

Complaint Procedure and Investigation

If you observe or become aware of any of the above-listed actions or behavior by an Employee, consultant, student, parent, contractor, visitor, or anyone else, you must immediately notify your Principal or Superintendent. You should also notify the Principal or Superintendent if any restraining order is in effect, or if a potentially violent non-work-related situation exists that could result in violence in the workplace.

All reports of workplace violence will be taken seriously and will be investigated promptly and thoroughly. In appropriate circumstances, TACMO will inform the reporting individual of the results of the investigation. To the extent feasible, TACMO will maintain the confidentiality of the reporting Employee. However, TACMO may need to disclose information in appropriate circumstances (for example, in order to protect individual safety). TACMO will not tolerate retaliation against any Employee who reports workplace violence.

If TACMO determines that workplace violence has occurred, TACMO will take appropriate corrective action and may impose discipline on offending Employees, up to and including termination.

OCCUPATIONAL SAFETY

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

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

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

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

INJURY AND ILLNESS PREVENTION PROGRAM

TACMO is committed to providing and maintaining a healthy and safe work environment for all Employees. Accordingly, TACMO has instituted an Injury and Illness Prevention Program (BP 12-019), designed to protect the health and safety of all personnel. The IIPP is available for review at the school office.

TACMO's injury and illness prevention program shall cover all Employees and all other workers whom TACMO controls or directs and directly supervises on the job to the extent that the workers are exposed to hazards specific to their worksite and job assignment. The obligation of contractors or other employers who control or direct and supervise their own Employees on the job shall not be affected by TACMO's injury and illness prevention program.

WORKPLACE VIOLENCE PREVENTION PROGRAM

TACMO is committed to providing all employees with a safe and healthy work environment. Accordingly, TACMO has instituted an Workplace Violence Prevention Program (BP 24-002) as required by Labor Code § 6401.9, designed to protect the safety of all personnel. The WVPP is available for review at the school office. TACMO shall take appropriate actions to prevent acts of violence, threats, intimidation, and harassment from occurring on campus and during the performance of employees' job duties.

REPORTING FIRES AND EMERGENCIES

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

EMPLOYEE WAGES AND HEALTH BENEFITS

PAYROLL DEDUCTIONS

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

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

Every deduction from your paycheck is explained on your check voucher. If you do not understand the deductions, ask the HR Director to explain them to you.

All Federal, State and Social Security taxes will be automatically deducted from paychecks. The Federal Withholding Tax deduction is determined by the Employee's W-4 form, which should be completed upon hire. It is the Employee's responsibility to report any changes in filing status to the HR Director. It is also the Employee's responsibility to fill out a new W-4 form if their filing status changes.

You may change the number of withholding allowances you wish to claim for Federal Income Tax purposes at any time by filling out a new W-4 form and submitting it to the HR Director. The TACMO office maintains a supply of these forms.

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

OVERTIME

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

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

PAY PERIODS

Employees are paid on the 15th and the last day of the month, except when those days fall on a holiday or a weekend, in which case Employees are paid on the prior workday. Employees may participate in an automatic payroll deposit program. Employee pay stubs will be mailed to the home or mailing address on file. Those Employees who do not enroll in the automatic payroll deposit program will have their paychecks mailed to the home or mailing address on file.

Certificated Teachers are paid on an 11-month schedule with summer holdback in July. All other salaried employees are paid on a 12-month schedule with each paycheck reflecting an amount equal to the salary divided by 12.

An Employee's paycheck will not be released to another person without the written authorization of the Employee.

You should promptly notify the Human Resources Director (TACMO office) if you have a question regarding the calculations of your paycheck or if you believe an error has been made; any corrections will be noted and will appear on the following payroll.

INITIAL SALARY PLACEMENT FOR NEWLY HIRED TEACHERS

In accordance with California Education Code §§ 45023 and 45028, The Academies CMO assigns initial salary placement for newly hired certificated teachers based on verified experience, credentialing, and academic coursework, as reflected in the board-approved salary schedule. Initial placement is determined using the following criteria:

1. Credential & Degree Status
Placement into the appropriate step and column is based on the teacher's credential type and status and the number of upper-division or graduate semester units earned after the conferral of a bachelor's degree.
2. Experience Credit
Teachers may be granted up to 11 years of prior full-time, credentialed teaching experience for placement on the salary schedule.
 - Experience must be verifiable.
 - Only service performed within the United States qualifies.
 - The employee must have held a valid credential (Intern, Preliminary, or Clear) for each full year claimed.
3. Required Documentation
 - Official transcripts from accredited institutions are required to validate unit completion and determine placement.
 - Verification of prior teaching experience (via employment verification forms) must be received before final placement is confirmed.
 - If official transcripts or verifications are delayed, initial placement may be temporary and subject to adjustment once documentation is received.
4. Part-Time Service Credit
Internal teachers in job-share roles at 50% FTE or more will accrue full years of service credit toward salary advancement.

SALARY ADVANCEMENT FOR PROFESSIONAL DEVELOPMENT COURSEWORK

In accordance with California Education Code §§ 45023 and 45168, The Academies CMO maintains a salary schedule for certificated staff, which may include advancement based on qualifying professional development coursework.

To be considered for class advancement on the Teacher Salary Schedule, the following guidelines apply:

1. Eligibility and Unit Limits

- A maximum of 15 college semester units may be granted per teacher for coursework labeled as *Professional Development* or *Graduate Level* from an accredited college or university.
 - Courses must be directly related to the teacher's current assignment.
2. Required Preapproval Process
- Employees must submit course descriptions and unit details to the Human Resources (HR) Department prior to enrollment.
 - If approved by HR, the recommendation will be reviewed by the Principal and Superintendent for final administrative approval.
(See *California Education Code § 45028: Equal pay for equal preparation and experience.*)
3. Timing of Salary Adjustment
- To be reflected in salary placement for the upcoming academic year, official transcripts must be received by August 1.
 - Mid-year salary placement changes may be considered at the discretion of HR in rare circumstances.
4. No Retroactive Credit
Salary placement adjustments will not be granted retroactively for coursework completed in prior years without prior HR and administrative approval.

WAGE ATTACHMENTS AND GARNISHMENTS

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

Employees are strongly encouraged to avoid such wage attachments and garnishments.

STAFF BENEFITS

In addition to providing the benefits described in this Handbook, TACMO provides other benefits required by law. TACMO reserves the right to eliminate or modify its benefits policies at any time to the full extent legally permissible. If you have any questions regarding these policies and/or eligibility please contact the Board Chairperson, Superintendent or Principal. TACMO will provide benefits to eligible Employees in accordance with the terms of each relevant benefits plan.

HEALTH CARE BENEFITS

TACMO offers medical, dental, vision, and life (collectively, "health care") insurance plan benefits to full-time Employees who meet the requirements of the health care plans offered by TACMO. Benefits will be effective on the 1st of the month following a 60-day waiting period. Employer and Employee contributions to benefits premiums are determined annually with the Salary Schedule and approved by the TACMO Board.

Part-time and temporary Employees are eligible to enroll in any of TACMO's health care plans when their weekly schedule is 29 hours or greater per week of employment with TACMO. Part-time or temporary Employees who opt for benefits coverage under this provision do so at Employee's sole expense.

TACMO reserves the right to eliminate or modify its health care plans at any time to the full extent legally permissible. Please see the HR Director for full details of our benefits plans.

COBRA BENEFITS

Continuation of Medical and Dental

WHEN COVERAGE UNDER THE SCHOOL'S HEALTH PLAN ENDS, YOU OR YOUR DEPENDENTS MAY CONTINUE COVERAGE IN SOME SITUATIONS.

When your coverage under the School's medical and/or dental plans ends, you or your dependents can continue coverage for 18 or 36 months, depending upon the reason benefits ended. To continue coverage, you must pay the full cost of coverage - your contribution and the School's previous contribution plus a possible administrative charge.

Medical coverage for you, your spouse, and your eligible dependent children can continue for up to 18 months if coverage ends because:

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

This 18-month period may be extended an additional 11 months if you are disabled at the time of your termination or reduction in hours if you meet certain requirements. This 18-month period also may be extended if other events (such as a divorce or death) occur during the 18-month period.

Your spouse and eligible dependents can continue their health coverage for up to 36 months if coverage ends because:

- You die while covered by the plan;
- You and your spouse become divorced or legally separated;
- You become eligible for Medicare coverage, but your spouse has not yet reach age 65; or
- Your dependent child reaches an age which makes him or her ineligible for coverage under the plan.

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

TACMO will notify you or your dependents if coverage ends due to termination or a reduction in your work hours. If you become eligible for Medicare, divorced or legally separated, die, or when your child no longer meets the eligibility requirements, you or a family member are responsible for notifying the School within 30 days of the event. TACMO will then notify you or your dependents of your rights.

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

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

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

RETIREMENT PLAN

Certificated staff working more than ten (10) hours per week are eligible for STRS contributions from TACMO. Classified staff have a Social Security payroll deduction. Additionally, all staff have the option to participate in a 403b plan. There is a 3% Employer match to contributions for Classified full-time hourly staff. There is an Employer match to contributions for Classified full-time salary Management staff that is equal to the STRS employer match percentage. Please contact the HR Director for more information.

PERSONNEL EVALUATION AND RECORD KEEPING

EMPLOYEE REVIEWS AND EVALUATIONS

Each employee will receive periodic performance reviews conducted by their direct supervisor. Performance evaluations will be conducted annually. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Performance evaluations are provided for the benefit of the Employee, but do not limit or alter the at-will nature of the employment relationship. A positive/satisfactory performance review neither suggests nor promises continued employment.

Your performance evaluations may review factors such as the quality and quantity of the work you perform, your knowledge of the job, your initiative, your work attitude, and your attitude toward others. The performance evaluations are intended to make you aware of your progress, areas for improvement, and objectives or goals for future work performance or renewal of your At-Will Employment Agreement. Favorable performance evaluations do not guarantee continued employment or increases in salary or promotions. Salary increases and promotions are solely within the discretion of the organization and depend upon many factors in addition to performance. After the review, you will be required to sign the evaluation report simply to acknowledge that it has been presented to you, that you have discussed it with the supervisor, and that you are aware of its contents.

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

PERSONNEL FILES AND RECORD KEEPING PROTOCOLS

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

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

HOLIDAYS AND LEAVES

TACMO, at its sole discretion, may revise the holiday schedule at any time, with or without notice. Part-time, Short-Term, or Temporary Employees are not eligible for paid holidays.

HOLIDAYS – ALL FULL-TIME EMPLOYEES

The following paid holidays apply to full-time 12-month employees. Some holidays also apply to full-time 11-month employees, as noted below.

The 11-month vs. 12-month designation for each position is outlined in the TACMO Salary Schedules associated with that role.

- Labor Day
- Indigenous People's Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day
- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Memorial Day
- Juneteenth Day*
- Independence Day (aka "July 4th")*

**Juneteenth and Independence Day apply only to 12-Month Full-time Certificated Management, Full-Time Classified Management and Full-Time Classified Hourly Staff.*

HOLIDAYS – FULL-TIME CERTIFICATED TEACHERS, INSTRUCTIONAL COACHES, SCHOOL PSYCHOLOGISTS, SPEECH PATHOLOGISTS, AND SOCIAL WORKERS

In addition to the holidays listed above, 11-Month Full-Time Certificated Staff are eligible for the following paid holiday breaks during the 2026-2027 academic year. These breaks align with the paid holidays listed above:

- Fall Break (November 23-27, 2026)
- Winter Break (December 21, 2026-January 8, 2027)
- Spring Break (March 22-29, 2027)

Note: Summer Break, including Juneteenth Day and Independence Day, is not considered paid time off or a paid holiday for certificated staff. Summer Break for 2027 runs from June 7-August 3, 2027.

HOLIDAYS – FULL-TIME HOURLY CUSTODIAL STAFF

In addition to the holidays listed above, 12-Month Full-Time Hourly Custodial Staff take the following paid holiday break during the 2026-2027 academic year:

- Winter Break (December 24, 2026-January 1, 2027)

HOLIDAYS – FULL-TIME HOURLY CLASSIFIED AFTER SCHOOL PROGRAM STAFF

In addition to the holidays listed above, 12-Month Full-Time Hourly Classified After School Program Staff take the following unpaid holiday breaks during the 2026-2027 academic year:

- Fall Break (November 23-27, 2026)
- Winter Break (December 21, 2026-January 1, 2027)
- Spring Break (March 22-29, 2027)

HOLIDAYS – FULL-TIME HOURLY CLASSIFIED OFFICE AND ADMINISTRATIVE STAFF

In addition to the holidays listed above, 12-Month Full-Time Hourly Classified Office and Administrative Staff take the following unpaid holiday breaks during the 2026-2027 academic year:

- Fall Break (November 23-27, 2026)
- Winter Break (December 21, 2026-January 1, 2027)
- Spring Break (March 22-29, 2027)

Note: Summer Break, including Juneteenth and Independence Day, is considered paid time off or a paid holiday for 12-month full-time hourly office and administrative staff. Individual Summer Break schedules are as follows:

- Summer Break for Administrative Manager (June 4-17, 2027)
- Summer Break for Administrative Support Technician (July 1-15, 2026)
- Summer Break for School Site Office Assistant (July 1-15, 2026)
 - School offices are closed to the public during this time. This Summer Break period for School Site Office Assistant staff is considered a fixed employer-designated paid recess period tied specifically to the scheduled office closure dates and is not considered accrued vacation, accrued PTO, or a discretionary leave bank. As such, the paid recess period is only available during the designated closure dates and is not deferred, carried over, or otherwise available for use at another time.

HOLIDAYS – FULL-TIME HOURLY CLASSIFIED HEALTH OFFICE STAFF

In addition to the holidays listed above, 11-Month Full-Time Hourly Classified Health Office Staff take the following unpaid holiday breaks during the 2026-2027 academic year:

- Fall Break (November 23-27, 2026)
- Winter Break (December 21, 2026-January 8, 2027)
- Spring Break (March 22-29, 2027)
- Summer Break (June 10-July 28, 2027)

Note: Summer Break, including Juneteenth Day and Independence Day, is not considered paid time off or a paid holiday for classified health office staff.

HOLIDAYS – FULL-TIME SUPERINTENDENT, PRINCIPAL, AND VICE PRINCIPAL

In addition to the holidays listed above, 12-Month Full-Time Superintendent, Principal and Vice Principal are eligible for the following paid holiday breaks for the 2026-2027 academic year. These breaks align with the listed holidays, including Juneteenth Day and Independence Day holidays, and/or school closures:

- Fall Break (November 23-27, 2026)
- Winter Break (December 21, 2026-January 1, 2027)
- Spring Break (March 22-29, 2027)

HOLIDAYS – FULL-TIME HUMAN RESOURCES DIRECTOR, OPERATIONS DIRECTOR, AND DIRECTOR OF SPECIAL EDUCATION

In addition to the holidays listed above, 12-Month Full-Time Human Resources Director, Operations Director, and Director of Special Education are eligible for the following paid holiday breaks for the 2026-2027 academic year. These breaks align with the listed holidays, including Juneteenth Day and Independence Day holidays, and/or school closures:

- Fall Break (November 23-27, 2026)
- Winter Break (December 21, 2026-January 1, 2027)
- Spring Break (March 22-29, 2027)

Note: Exempt Employees understand that, from time to time, the duties of their job may require unanticipated time at work during non-working days and/or hours.

NOTICE: An Employee's eligibility for payment of any of the dates listed above is conditioned upon the occurrence of the holiday(s) and its occurrence on a regular workday; it is likewise conditioned upon the Employee being employed by TACMO on the date the holiday occurs. TACMO does not provide, and no Employee has any right to any form of vacation, paid time off, or similar benefit. TACMO Employees have no right to vested benefits of any kind, as any and all benefits are subject to change at any time by TACMO. Employees are paid only for actual hours worked and for any holidays in which they are eligible. Should an employee leave TACMO's employment prior to any scheduled holiday, he/she has no right, benefit, or interest in being paid for any holiday that occurs after his or her employment terminates. Please refer to your At-Will Employment Agreement, which states: "Upon termination of this Agreement, TACMO will pay Employee the compensation earned for work performed, and not yet paid, up to and including the effective date of termination." (Section C.)

UNPAID LEAVE OF ABSENCE

TACMO recognizes that special situations may arise where an employee must leave his or her job temporarily. At its discretion, the School may grant employees leaves of absence. Any unpaid leave of absence must be approved in advance by the School. The granting of a leave of absence always presumes the employee will return to active work by a designated date or within a specific period. Employees requesting such leave must use the School's absence management system to make such a request.

If you are currently covered, medical, and dental coverage will remain in force during a family/medical or workers' compensation leave of absence, provided you pay the appropriate premiums. Whether you are required to pay your own premiums will depend upon the length of your leave of absence. Benefits are terminated the day any other type of leave begins

PAID SICK LEAVE

Sick leave is a benefit provided by TACMO for all Employees, as required by law. Since the absence of one Employee negatively affects the entire staff, sick days should be requested only when necessary, with as much advance notice as possible. TACMO will not tolerate abuse or misuse of your sick leave benefit.

Sick leave is intended to be used only when required to recover from illness or injury; it is not intended for personal absences. Time off for medical and dental appointments is treated as sick leave.

Sick leave is leave from duty which may be granted by the School to an Employee for the following reasons:

- Diagnosis, care, or treatment of an existing health condition of, or preventive care for, the employee;
- Diagnosis, care, or treatment of an existing health condition of, or preventive care for, the employee's family member (defined as parent, child, spouse, registered domestic partner, parent-in-law, sibling, grandchild, or grandparent); or

- For an employee who is a victim of domestic violence, sexual assault, or stalking, the purposes described in Labor Code section 230(c) and Labor Code section 230.1(a).

TACMO complies with California's Kin Care Law (Labor Code § 233), which requires that employees be allowed to use at least half of their annual sick leave to care for a family member. TACMO allows employees to use all of their accrued sick leave, if needed, for their own illness or the care of a family member.

Part-time, Temporary, and Short-Term Employees receive five (5) annual sick days, or 40 hours, whichever is greater. For purposes of this policy only, a year runs July 1 to June 30. Sick leave does not carry over from school year to school year. TACMO does not pay Employees in lieu of unused sick leave, nor is sick leave paid out upon separation from employment.

Full-time hourly Employees receive ten (10) annual sick days, or 80 hours, whichever is greater. For purposes of this policy only, the year runs July 1 to June 30. Sick leave may carry over from school year to school year. TACMO does not pay Employees in lieu of unused sick leave, nor is sick leave paid out upon separation from employment. TACMO participates in sick leave rollover from the most recent prior district upon hire.

Full-time salary Employees receive ten (10) annual sick leave days (equivalent to 80 hours). For purposes of this policy only, the year runs July 1 to June 30. Sick leave can carry over from school year to school year. TACMO does not pay Employees in lieu of unused sick leave, nor is sick leave paid out upon termination of employment. TACMO participates in sick leave rollover from most recent prior district upon hire.

If there is evidence of misuse of sick leave, paid sick leave will not be provided. If you are absent for more than three (3) consecutive workdays due to illness, TACMO may require reasonable documentation from your medical provider supporting your need for leave and/or confirming your fitness to return to work. This aligns with applicable California law. TACMO also reserves the right to request a doctor's note in cases of suspected abuse of sick leave, even for shorter absences, but such requests will be made in a reasonable, non-discriminatory manner.

Sick leave may not be used for "personal" time off.

Once an Employee has exhausted sick leave, the Employee may continue unpaid medical leave if eligible under applicable medical leave law, and if the Employee's supervisor has determined that such an extended leave of absence does not interfere with the efficient operations of TACMO. An Employee may not draw on future, unearned benefits.

PROCESS FOR REQUESTING SICK DAYS

All requests for Sick Days must be approved by the Employee's supervisor. Employees utilizing such leave must use the organization's time management system before the leave begins.

Please provide as much advance notice as possible. When giving advance notice, a leave request through the time management system is required. In emergency situations, be sure to notify the Principal/Supervisor by 6:15 AM the day of the absence by phone/text after the leave request has been submitted in the absence management system. It is always the Employee's responsibility to ensure that the notice was received by the Principal/Supervisor. Employees should seek verbal or written confirmation that the notice was received and should continue to make communication attempts until confirmation is achieved.

Unless the situation is an emergency, teachers must submit lesson plans to the School Office prior to the absence. To support instruction in the event of an unforeseen absence, all teachers must submit one emergency lesson plan to the Principal at the beginning of the school year, by

the deadline indicated in the site Master Calendar. This plan will be kept on file and must be replaced after use.

SICK LEAVE DONATION

TACMO offers a Sick Leave Donation option that allows employees to donate unused sick leave hours to another employee who has exhausted their available sick leave hours and is in need of additional sick leave for an upcoming absence due to a qualifying medical reason. Sick leave donations may not be applied retroactively to absences that have already occurred. A medical note is required from the recipient employee.

Human Resources (HR Director) is responsible for deducting the donated hours from the donating employee's sick leave balance and transferring them to the recipient employee's sick leave balance. All sick leave is transferred in hours, not days. For Salary and Full-Time Employees, one (1) day of sick leave is equivalent to eight (8) hours.

LEAVES OF ABSENCE

TACMO provides other leaves of absences required by law. TACMO reserves the right to eliminate or modify its leave of absence policies at any time in accordance with all applicable laws. If you have any questions regarding these policies and/or eligibility please contact the HR Director, Superintendent or Board Chairperson.

PAID PERSONAL LEAVE

Part-time Employees are not eligible for Paid Personal Leave.

Full-time hourly Employees have two (2) or more¹ annual personal leave days. For purposes of this policy only, a year runs July 1 to June 30. Personal leave does not carry over from school year to school year as personal leave but can carry over into the employee's sick leave balance. TACMO does not pay Employees in lieu of unused personal leave, nor is personal leave paid out upon termination of employment.

Full-time salary Employees have two (2) annual personal leave days. For purposes of this policy only, a year runs July 1 to June 30. Personal leave does not carry over from school year to school year as personal leave but can carry over into the employee's sick leave balance. TACMO does not pay Employees in lieu of unused personal leave, nor is personal leave paid out upon termination of employment.

¹ Some 12-month, full-time hourly Employees have additional paid personal leave days per the Work Calendar for their role.

FAMILY CARE AND MEDICAL LEAVE

This policy explains how the School complies with the federal Family and Medical Leave Act ("FMLA") and the California Family Rights Act ("CFRA"), both of which require the School to permit each eligible employee to take up to 12 workweeks (or 26 workweeks where indicated) of FMLA leave in any 12-month period for the purposes enumerated below. For purposes of this policy, all leave taken under FMLA or CFRA will be referred to as "FMLA leave."

- **Employee Eligibility Criteria**

To be eligible for FMLA leave, the employee must have been employed by the School for the last 12 months and must have worked at least 1,250 hours during the 12-month period immediately preceding commencement of the FMLA leave.

- Events That May Entitle an Employee To FMLA Leave

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

1. To care for the employee's newborn child or a child placed with the employee for adoption or foster care. Leaves for this purpose must conclude 12 months after the birth, adoption, or placement. If both parents are employed by the School, they will be entitled to a combined total of 12 weeks of leave for this purpose.
2. Because of the employee's own serious health condition (including a serious health condition resulting from an on-the-job illness or injury) that makes the employee unable to perform any one or more of the essential functions of his or her job (other than a disability caused by pregnancy, childbirth, or related medical conditions, which is covered by the School's separate pregnancy disability policy).
3. To care for a spouse, domestic partner, child, or parent with a serious health condition or military service-related injury.
4. For any "qualifying exigency" because the employee is the spouse, son, daughter, or parent of an individual on active military duty, or an individual notified of an impending call or order to active duty, in the Armed Forces.
5. To provide care to a covered service member (U.S. Armed Services) with a serious injury or illness who is the spouse, son, daughter, parent, or next of kin of the employee. The employee may take a maximum of twenty-six (26) weeks of FMLA leave in a single twelve (12) month period to provide said care.
6. A "serious health condition" is an illness, injury, impairment, or physical or mental condition that involves: (1) inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care; or (2) continuing treatment by a health care provider.

- Amount of FMLA Leave Which May Be Taken

1. FMLA leave can be taken in one or more periods, but may not exceed twelve (12) workweeks total for any purpose in any 12-month period, as described below, for any one, or combination of the above-described situations. "Twelve workweeks" means the equivalent of twelve of the employee's normally scheduled workweeks. For a full-time employee who works five (5) eight-hour days per week, "twelve workweeks" means sixty (60) working and/or paid eight (8) hour days.
2. An employee who is the spouse, son, daughter, parent, or next of kin of a covered Armed Forces member shall be entitled to a total of twenty-six (26) workweeks of FMLA leave during a twelve (12) month period to care for the Armed Forced member.
3. The "12 month period" in which twelve (12) weeks of FMLA leave may be taken is the twelve (12) month period immediately preceding the commencement of any FMLA leave.
4. If a holiday falls within a week taken as FMLA leave, the week is nevertheless counted as a week of FMLA leave. If, however, the School's business activity has temporarily ceased for some reason and employees are generally not expected to report for work for one or more weeks, such as the Thanksgiving, Winter Holiday,

Spring Holiday, or Summer Holiday, the days the School's activities have ceased do not count against the employee's FMLA leave entitlement.

- Pay during FMLA Leave

1. An employee on FMLA leave because of his or her own serious health condition must use all accrued paid sick leave at the beginning of any otherwise unpaid FMLA leave period.
2. An employee on FMLA leave for child care or to care for a spouse, domestic partner, parent, or child with a serious health condition may use any or all accrued sick leave at the beginning of any otherwise unpaid FMLA leave.
3. If an employee has exhausted his or her sick leave, leave taken under FMLA shall be unpaid.
4. The receipt of sick leave pay or State Disability Insurance benefits will not extend the length of the FMLA leave. Sick pay accrues during any period of unpaid FMLA leave only until the end of the month in which unpaid leave began.

- Health Benefits

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

School may recover the health benefit costs paid on behalf of an employee during their FMLA leave if:

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

- Seniority

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

- Medical Certifications

1. An employee requesting FMLA leave because of their own or a relative's serious health condition must provide medical certification from the appropriate health care provider on a form supplied by the School. Failure to provide the required

certification in a timely manner (within fifteen (15) days of the leave request) may result in denial of the leave request until such certification is provided.

2. The School may contact the employee's health care provider to authenticate or clarify information in a deficient certification if the employee is unable to cure the deficiency.
 3. If the School has reason to doubt the medical certification supporting a leave because of the employee's own serious health condition, the School may request a second opinion by a health care provider of its choice (paid for by the School). If the second opinion differs from the first one, the School will pay for a third, mutually agreeable, health care provider to provide a final and binding opinion.
 4. Recertifications are required if leave is sought after expiration of the time estimated by the health care provider, or at other reasonable intervals as allowed by law. Failure to submit required recertifications can result in termination of the leave.
- Procedures for Requesting and Scheduling FMLA Leave
 1. An employee should request FMLA leave by submitting a leave request in the absence management system and submitting it to the Principal. An employee asking for FMLA will be given a copy of the School's then-current FMLA leave policy.
 2. Employees should provide not less than thirty (30) days' notice for foreseeable childbirth, placement, or any planned medical treatment for the employee or their spouse, domestic partner, child, or parent. Failure to provide such notice is grounds for denial of a leave request, except if the need for FMLA leave was an emergency or was otherwise unforeseeable.
 3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.
 4. If FMLA leave is taken because of the employee's own serious health condition or the serious health condition of the employee's spouse, domestic partner, parent or child, the leave may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition.
 5. If FMLA leave is taken because of the birth of the employee's child or the placement of a child with the employee for adoption or foster care, the minimum duration of leave is two (2) weeks, except that the School will grant a request for FMLA leave for this purpose of at least one day but less than two (2) weeks' duration on any two (2) occasions.
 6. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment for the employee or a family member, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits and that better accommodates recurring periods of leave than the employee's regular position.
 7. In most situations, the School will respond to an FMLA leave request within two (2) days of acquiring knowledge that the leave is being taken for an FMLA-qualifying

reason and, in any event, within five (5) business days of receiving the request, absent extenuating circumstances. If an FMLA leave request is granted, the School will notify the employee in writing that the leave will be counted against the employee's FMLA leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

- Return to Work

1. Upon timely return at the expiration of the FMLA leave period, an employee (other than a "key" employee whose reinstatement would cause serious and grievous injury to the School's operations) is entitled to the same or a comparable position with the same or similar duties and virtually identical pay, benefits, and other terms and conditions of employment unless the same position and any comparable position(s) have ceased to exist because of legitimate business reasons unrelated to the employee's FMLA leave.
2. When a request for FMLA leave is granted to an employee (other than a "key" employee), the School will give the employee a written guarantee of reinstatement at the termination of the leave (with the limitations explained above).
3. Before an employee will be permitted to return from FMLA leave taken because of his or her own serious health condition, the employee must obtain a certification from his or her health care provider that he or she is able to resume work.
4. If an employee can return to work with limitations, the School will evaluate those limitations and, if reasonable, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.

- Limitations on Reinstatement

1. School may refuse to reinstate a "key" employee if the refusal is necessary to prevent substantial and grievous injury to the School's operations. A "key" employee is an exempt salaried employee who is among the highest paid 10% of the School's employees within seventy-five (75) miles of the employee's worksite.
2. A "key" employee will be advised in writing at the time of a request for, or if earlier, at the time of commencement of, FMLA leave, that he/she qualifies as a "key" employee and the potential consequences with respect to reinstatement and maintenance of health benefits if the School determines that substantial and grievous injury to the School's operations will result if the employee is reinstated from FMLA leave. At the time it determines that refusal is necessary, the School will notify the "key" employee in writing (by certified mail) of its intent to refuse reinstatement and will explain the basis for finding that the employee's reinstatement would cause the School to suffer substantial and grievous injury. If the School realizes after the leave has commenced that refusal of reinstatement is necessary, it will give the employee at least ten (10) days to return to work following the notice of its intent to refuse reinstatement.

- Employment during Leave

An employee on FMLA leave may not accept employment with any other employer without the School's written permission. An employee who accepts such employment will be deemed to have resigned from employment at the School.

PREGNANCY DISABILITY LEAVE

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

- **Employee Eligibility Criteria**

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

- **Events That May Entitle an Employee to Pregnancy Disability Leave**

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

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

- **Duration of Pregnancy Disability Leave**

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

Pregnancy disability leave does not count against the leave which may be available as Family Care and Medical Leave.

- **Pay during Pregnancy Disability Leave**

1. An employee on pregnancy disability leave must first use any unused paid sick leave at the beginning of any otherwise unpaid leave period.
2. The receipt of sick leave pay or state disability insurance benefits will not extend the length of pregnancy disability leave.
3. Sick pay accrues during any period of unpaid pregnancy disability leave only until the end of the month in which the unpaid leave began.

- **Health Benefits**

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

1. The employee fails to return from leave after the designated leave period expires.
2. The employee's failure to return from leave is for a reason other than the following:
 - The employee is taking CFRA leave

- The continuation, recurrence or onset of a health condition entitles the employee to CFRA leave or other circumstance beyond the employee's control.
- Seniority

An employee on pregnancy disability leave remains an employee of the School and a leave will not constitute a break in service. When an employee returns from pregnancy disability leave, he or she will return with the same seniority he or she had when the leave commenced.
- Medical Certifications
 1. An employee requesting a pregnancy disability leave must provide medical certification from her healthcare provider on a form supplied by the School. Failure to provide the required certification in a timely manner (within fifteen (15) days of the leave request) may result in a denial of the leave request until such certification is provided.
 2. Recertifications are required if leave is sought after expiration of the time estimated by the healthcare provider. Failure to submit required recertifications can result in termination of the leave.
- Requesting and Scheduling Pregnancy Disability Leave
 1. An employee should request Pregnancy Disability Leave by submitting a leave request in the absence management system and submitting it to the Principal. An employee asking for Pregnancy Disability Leave will be referred to the School's then current Pregnancy Disability Leave policy.
 2. Employee should provide not less than thirty (30) days, or should provide or much notice as is practicable, if the need for the leave is foreseeable. Failure to provide such notice is grounds for denial of the leave request, except if the need for pregnancy disability leave was an emergency and was otherwise unforeseeable.
 3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.
 4. Pregnancy disability leave may be taken intermittently or on a reduced leave schedule when medically advisable, as determined by the employee's healthcare provider.
 5. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits that better accommodates recurring periods of leave than the employee's regular position.
 6. In most cases, the School will respond to a pregnancy disability leave request within two (2) days of acquiring knowledge that the leave qualifies as pregnancy disability and, in any event, within ten (10) days of receiving the request. If a pregnancy disability leave request is granted, the School will notify the employee in writing and leave will be counted against the employee's pregnancy disability leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.
- Return to Work
 1. Upon timely return at the expiration of the pregnancy disability leave period, an employee is entitled to the same position unless the employee would not otherwise

have been employed in the same position (at the time reinstatement is requested). If the employee is not reinstated to the same position, she must be reinstated to a comparable position unless there is no comparable position available, or unless filling that position with the returning employee would substantially undermine the School's ability to operate the business safely and efficiently. A "comparable" position is a position that involves the same or similar duties and responsibilities and is virtually identical to the employee's original position in terms of pay, benefits, and working conditions.

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

- **Employment during Leave**

An employee on pregnancy disability leave may not accept employment with any other employer without the School's written permission. An employee who accepts such employment will be deemed to have resigned from employment.

WORKERS' COMPENSATION

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

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

To ensure you receive any workers' compensation benefits to which you may be entitled, you are required to:

- Immediately report any work-related injury to the Principal;
- Seek medical treatment and follow-up care if required;
- Complete a written Employee's Claim Form (DWC Form 1) and return it to the Principal prior to the end of your shift under all circumstances doing so is reasonably practical; and
- Provide the School with a certification from your health care provider regarding the need for workers' compensation disability leave as well as your eventual ability to return to work from the leave.

It is the School's policy that when there is a job-related injury, the first priority is to ensure that the injured employee receives appropriate medical attention. TACMO, with the help of its insurance carrier has selected medical centers to meet this need. Each medical center was selected for its

ability to meet anticipated needs with high quality medical service and a location that is convenient to the School's operation.

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

MILITARY AND MILITARY SPOUSAL LEAVE OF ABSENCE

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

If military leave is for thirty (30) or fewer days, the School shall continue the employee's health benefits. For service of more than thirty (30) days, employee shall be permitted to continue their health benefits at their option through COBRA.

TACMO will reinstate those employees returning from military leave to their same position or one of comparable seniority, status, and pay if they have a certificate of satisfactory completion of service and apply within ninety (90) days after release from active duty or within such extended period, if any, as required by law. Exceptions to this policy will occur wherever necessary to comply with applicable laws.

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

BEREAVEMENT LEAVE

Per [CA Government Code § 12945.7](#)

Full-time Employees who have worked at TACMO for at least thirty (30) days will be allowed up to five (5) working days of paid bereavement leave to be taken within three (3) months after the

death of an immediate family member. For purposes of this policy, the following people qualify as an “immediate family member”: Employee’s spouse, Employee’s domestic partner, Employee’s child (*biological, adopted, foster, step, legal ward, child of domestic partner, or reproductive loss*), Employee’s parent (*biological, adopted, foster, step, in-law, or parent of domestic partner*), Employee’s sibling, Employee’s grandparent, and Employee’s grandchild.

Full-time Employees who have worked at TACMO for at least thirty (30) days will be allowed up to two (2) consecutive days of paid bereavement leave per rolling twelve (12) month period for the death of a non-immediate family member. For purposes of this policy, the following people qualify as a “non-immediate family member”: aunts, uncles, cousins, and spouse’s or domestic partner’s siblings, aunts, uncles, and cousins.

Part-time Employees who have worked at TACMO for at least thirty (30) days will be allowed up to five (5) working days of unpaid bereavement leave to be taken within three (3) months after the death of an immediate family member. For purposes of this policy, the following people qualify as an “immediate family member”: Employee’s spouse, Employee’s domestic partner, Employee’s child (*biological, adopted, foster, step, legal ward, child of domestic partner, or reproductive loss*), Employee’s parent (*biological, adopted, foster, step, in-law, or parent of domestic partner*), Employee’s sibling, Employee’s grandparent, and Employee’s grandchild.

Part-time Employees who have worked at TACMO for at least thirty (30) days will be allowed up to two (2) consecutive days of unpaid bereavement leave per rolling twelve (12) month period for the death of a non-immediate family member. For purposes of this policy, the following people qualify as a “non-immediate family member”: aunts, uncles, cousins, and spouse’s or domestic partner’s siblings, aunts, uncles, and cousins.

TACMO may, at its discretion, approve additional unpaid time off for bereavement leave.

TACMO may, at its discretion, request documentation of the death be provided by the Employee within 30 days of the first day of the bereavement leave. This documentation may be in the form of a death certificate, obituary, or written verification of death, burial, or memorial service from a mortuary, funeral home, burial society, crematorium, religious institution, or government agency. TACMO must keep this documentation confidential and will not disclose it except as necessary to internal personnel or counsel, or if required by law.

Employees are not entitled to any unused bereavement leave upon separation of employment.

JURY DUTY LEAVE

Full-time Employees will be granted paid time off for jury duty for up to ten (10) working days per rolling twelve (12) month period. Any time beyond ten (10) days necessary to complete jury duty will be without pay for those Employees receiving paid jury duty for the first ten (10) days.

Part-time and temporary Employees are not eligible for paid jury duty leave and will receive time off without pay for the entire duration of the jury duty.

You should inform the Principal and HR Director of your need for jury duty leave as soon as you receive the summons or subpoena to appear. To request time off, please submit a copy of the court summons to the Principal and HR Director.

WITNESS DUTY LEAVE

TACMO will provide Employees with time off to appear in court or other judicial proceedings as a witness to comply with a valid subpoena or other court order. Leave under this section will be unpaid unless your court appearance directly relates to your employment at TACMO.

You should inform the Principal and HR Director of your need for witness duty leave as soon as you receive the subpoena or court order. To request time off, please submit a copy of the subpoena or court order to the Principal and HR Director.

TIME OFF TO VOTE

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

DOMESTIC VIOLENCE AND/OR SEXUAL ASSAULT LEAVE

TACMO will provide time off to an Employee who has been the victim of domestic violence or sexual assault to seek any relief to ensure the health, safety, or welfare of the domestic violence or sexual assault victim or the victim's child. This includes time off for court proceedings; services from a domestic violence shelter, program or rape crisis center; counseling; medical attention; and participation in safety planning programs. TACMO requests reasonable advance notice of the need for the leave if feasible. Leave taken under this policy is unpaid.

CRIME VICTIMS LEAVE

Per [CA Labor Code, Sections 230 and 230.1](#)

TACMO provides job-protected leave to eligible employees who are victims of a crime or whose immediate family member is a crime victim. This leave may be used to attend judicial proceedings or to seek medical attention, psychological counseling, safety planning, or victim services.

Eligibility

Employees may be eligible for leave if they are:

- A victim of a felony, domestic violence, sexual assault, or stalking
- A victim of another serious or violent crime
- The immediate family member of a crime victim (including a spouse, child, registered domestic partner, sibling, parent, stepparent, or grandparent)

Duration of Leave:

- If the employee is the victim, they may take up to 12 workweeks of unpaid, job-protected leave per 12-month period.
- If the employee's family member is the victim, they may take up to 10 days of leave per 12-month period for general purposes.
- If the leave is needed specifically to relocate or enroll a child in a new school or childcare, the employee may take up to 5 days of leave per 12-month period.

Compensation

Leave under this policy is generally unpaid, unless the employee elects to use available sick or personal leave during this time.

Notice and Documentation

Employees should provide reasonable advance notice whenever possible. If advance notice is not feasible (e.g., in an emergency), documentation may be submitted after returning to work.

Acceptable documentation includes:

- A police report
- A court order, subpoena, or court hearing notice
- Documentation from a healthcare provider, counselor, or victim services advocate

Confidentiality

TACMO will maintain the confidentiality of any employee requesting leave under this policy. All records and documentation will be treated as confidential and will not be disclosed except as required by law or with the employee's written authorization.

Protection from Retaliation

TACMO strictly prohibits retaliation against employees for requesting or taking leave under this policy.

SCHOOL APPEARANCES LEAVE

Per CA Labor Code, Section 230.7(a)(b)

TACMO will provide unpaid time off to an Employee for the need to appear at child's school in connection with disciplinary action by the school. The Education Code allows school districts to adopt policies requiring that parents or guardians attend class with their student after the student returns to school from a suspension. All employers, regardless of size, are prohibited from discriminating against an employee who takes time off to appear at his/her child's school in connection with a suspension from a class or school. When requesting time off for a required appearance, the employee(s) must provide a copy of the notice from the child's school requesting the presence of the employee to the Principal and HR Director.

SCHOOL ACTIVITIES LEAVE

As required by law, TACMO will permit an employee who is a parent or guardian of school children, from kindergarten through grade twelve (12), or a child in a licensed day-care facility, up to forty (40) hours of unpaid time off per child per school year (*up to eight (8) hours in any calendar month of the school year*) to participate in activities of a child's school. If more than one parent or guardian is an employee of TACMO, the employee that first provides the leave request will be given the requested time off. Where necessary, additional time off will also be permitted where the school requires the employee(s) appearance. Required attendance would be considered paid time.

The employee requesting school leave must provide reasonable advanced notice of the planned absence. The employee must use personal day(s) to be paid during the absence.

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

BONE MARROW AND ORGAN DONOR LEAVE

As required by law, eligible employees who require time off to donate bone marrow to another person may receive up to five (5) workdays off in a 12-month period. Eligible employees who require time off to donate an organ to another person may receive up to thirty (30) workdays off in a 12-month period.

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

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

An employee must first use his or her earned but unused sick leave for bone marrow donation and two (2) weeks' worth of earned but unused sick leave for organ donation. If the employee has an insufficient number of sick days available, the leave will be considered unpaid.

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

DISCRETIONARY LEAVE

Part-time and Full-Time Hourly Employees are not eligible for Discretionary Leave.

Full-time Salary Employees requesting Discretionary Leave may do so if the time requested will be less than 2 hours and there is no substitute needed. Employees requesting Discretionary Leave must use the School's absence management system to make such a request and acquire Principal approval at least 24 hours in advance.

RETURNING FROM LEAVE OF ABSENCE

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

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

DISCIPLINE AND TERMINATION OF EMPLOYMENT

JOB PERFORMANCE GUIDELINES

Employees are expected to observe certain standards of job performance and good conduct. The rules set forth below are intended to provide Employees with some guidelines regarding expected conduct and performance and do not affect the at-will nature of the employment. The following list is intended to set out limited examples and is not intended to be exhaustive. Employees should be aware that conduct not specifically listed below also might result in disciplinary action up to and including termination.

Employees may be disciplined (including but not limited to receipt of verbal warnings, receipt of written warnings, or suspensions) and/or terminated for poor job performance or misconduct, including but not limited to the following:

1. Failure to meet performance standards;

2. Inability or failure to appropriately instruct or associate with students;
3. Dishonesty;
4. Insubordination;
5. Falsifying, tampering, or concealing information on an employment record (including a resume or time sheet) or other TACMO record;
6. Willfully, maliciously or negligently making false statements regarding any co-worker or TACMO, making threats or using abusive or otherwise inappropriate language toward fellow Employees, students, parents, or visitors;
7. Theft or the deliberate or careless damage or destruction of TACMO property, or the property of TACMO's Employees, students or anyone on TACMO property; or unauthorized removal of TACMO property, records, or documents;
8. Unauthorized use, possession, alteration or transfer of TACMO supplies or resources;
9. Refusal/failure to comply with any federal or state regulation or law; refusal/failure to comply with any TACMO rule, policy or procedure, including but not limited to safety, health, and security policies and rules, TACMO's Policy Against Harassment, TACMO's Policy Concerning Violence In The Workplace and TACMO's Alcohol, Tobacco, and Drug Free Workplace Policy;
10. Failure to obtain or adequately maintain proper certifications and/or licenses;
11. Behavior, conduct or inaction leading to the endangerment or harm of a child or children, whether physical, emotional, or mental; behavior, conduct or inaction which *could* have led to the endangerment or harm of a child or children, whether physical, emotional, or mental;
12. Excessive absenteeism or tardiness, unreliable attendance or punctuality;
13. Misrepresentation of information in connection with any leave of absence from work or application for or use of TACMO benefit;
14. Knowingly permitting unauthorized persons to be in school facilities or on school property;
15. Failure to return to work upon expiration of authorized leave;
16. Engaging in any type of criminal conduct;
17. Any act or omissions which cause TACMO to be unable to invest the amount of trust or confidence required to continue employment;
18. Failure to comply with the terms of the At-Will Employment Agreement.

OFF-DUTY CONDUCT

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

While employed by the School, Employees are expected to devote their energies to their jobs with the School. For this reason, second jobs are strongly discouraged. As such, TACMO considers itself the primary employer of its Employees. The following types of additional employment elsewhere are strictly prohibited:

- Additional employment that conflicts with an Employee's work schedule, duties, and responsibilities at our School.
- Additional employment that creates a conflict of interest or is incompatible with the Employee's position with our School.
- Additional employment that impairs or has a detrimental effect on the Employee's work performance with our School.

- Additional employment that requires the Employee to conduct work or related activities on the School's property during the Employee's working hours or using our School's facilities and/or equipment; and
- Additional employment that directly or indirectly competes with the business or the interests of our School.

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

TERMINATION OF EMPLOYMENT

Should it become necessary for you to terminate your at-will employment with the TACMO, please notify the Principal or your direct supervisor and the HR Director regarding your intention as far in advance as possible.

When you terminate your at-will employment, if you are participating in the medical and/or dental plan, you will be provided information on your rights under COBRA.

VOLUNTARY TERMINATION

TACMO will consider Employees to have voluntarily terminated employment if they resign from TACMO, fail to return from an approved leave of absence on a specified date, or fail to report to work or call in for at least three (3) or more consecutive workdays.

ADVANCE NOTICE OF RESIGNATION

Employees planning to resign from their positions are requested to provide written notice of resignation to their direct supervisors at least two (2) weeks in advance of their anticipated departure date. Ideally, teachers and school staff should notify the Principal and HR Director as soon as possible, and by the end of the school year and before the start of the next school year. This helps TACMO because it allows TACMO time to recruit and find quality staff to fill the vacancy, and also to train and prepare the new hire for the unique environment of our school. While advance notice is requested, it is not required by the At-Will Employment Agreement.

INTERNAL COMPLAINT POLICY

OPEN DOOR POLICY

TACMO wishes to provide the most positive and productive work environment possible. To that end, it has an open-door policy where it welcomes Employees' questions, suggestions or complaints relating to their job, conditions of employment, the functioning of TACMO, or the treatment individual staff members are receiving. Please contact the Principal with any questions or concerns. If an Employee believes a situation is not resolved to their satisfaction, the Employee should contact the Superintendent, preferably in writing, who will further investigate the issue.

Specific complaints of unlawful harassment are addressed under the School's "Policy Against Unlawful Harassment."

INTERNAL COMPLAINTS

(Complaints by Employees Against Employees)

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

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

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

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

POLICY FOR COMPLAINTS AGAINST EMPLOYEES

(Complaints by Third Parties Against Employees)

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

If complaints cannot be resolved informally, complainants may file a written complaint with the office of the Principal, Superintendent or Board Chairperson (if the complaint concerns the Principal or Superintendent) as soon as possible after the events that give rise to the complainant's concerns. The written complaint should set forth in detail the factual basis for the complaint.

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

1. The Superintendent, Principal or designee shall use his or her best efforts to talk with the parties identified in the complaint and to ascertain the facts relating to the complaint.
2. In the event that the Superintendent, Principal or designee finds that a complaint against an Employee is valid, the Superintendent, Principal or designee may take appropriate disciplinary action against the Employee. As appropriate, the Superintendent, Principal or designee may also simply counsel/reprimand Employees as to their conduct without initiating formal disciplinary measures.
3. The Superintendent's, Principal's (or designee's) decision relating to the complaint shall be final unless it is appealed to the Board of Directors of the School.
4. The decision of the Board of Directors shall be final.

GENERAL REQUIREMENTS

Confidentiality: All complainants will be notified that information obtained from the complainants and thereafter gathered will be maintained in a manner as confidential as possible, but in some circumstances absolute confidentiality cannot be assured.

Non-Retaliation: All complainants will be advised that they will be protected against retaliation as a result of the filing of any complaints or participation in any complaint process.

Resolution: The Board (if a complaint is about the Principal or Superintendent), the Superintendent, the Principal or designee will investigate complaints appropriately under the circumstances and pursuant to the applicable procedures, and if necessary, take appropriate remedial measures to ensure effective resolution of any complaint.

APPENDIX A
HARASSMENT, INTIMIDATION, DISCRIMINATION & BULLYING COMPLAINT FORM

The following is TACMO's Board Policy 13-001

Discrimination, harassment, intimidation, and bullying are all disruptive behaviors, which interfere with students' ability to learn, negatively affect student engagement, diminish school safety, and contribute to a hostile school environment. As such, The Academies Charter Management Organization ("TACMO") prohibits any acts of discrimination, harassment, intimidation, and bullying altogether.

As used in this policy, discrimination, harassment, intimidation, and bullying are described as the intentional conduct, including verbal, physical, written communication or cyber-bullying, including cyber sexual bullying, based on the actual or perceived characteristics of mental or physical disability, sex (including pregnancy and related conditions, and parental status), sexual orientation, gender, gender identity, gender expression, immigration status, nationality (including national origin, country of origin, and citizenship), race or ethnicity (including ancestry, color, ethnic group identification, ethnic background, and traits historically associated with race, including, but not limited to, hair texture and protective hairstyles such as braids, locs, and twists), religion (including agnosticism and atheism), religious affiliation, medical condition, genetic information, marital status, age or association with a person or group with one or more of these actual or perceived characteristics or based on any other characteristic protected under applicable state or federal law or local ordinance. Hereafter, such actions are referred to as "misconduct prohibited by this Policy."

To the extent possible, TACMO will make reasonable efforts to prevent students from being discriminated against, harassed, intimidated, and/or bullied, and will take action to investigate, respond, address and report on such behaviors in a timely manner. TACMO school staff who witness acts of misconduct prohibited by this Policy will take immediate steps to intervene when safe to do so.

This policy applies to incidents occurring on the school campus, at school-sponsored events and activities regardless of the location, through school-owned technology, and through other electronic means, whether perpetrated by a student, employee, parent/guardian, volunteer, independent contractor or other person with whom TACMO does business, and all acts of TACMO's Board of Directors ("Board") in enacting policies and procedures that govern TACMO.⁵

TACMO complies with all applicable state and federal laws and regulations and local ordinances in its investigation of and response to reports of misconduct prohibited by this Policy.

Your Name: _____ Date: _____

Email Address: _____

Date of Alleged Incident(s): _____

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

List any witnesses that were present: _____

Where did the incident(s) occur? _____

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

⁵ This policy becomes effective on August 1, 2024. Conduct occurring before August 1, 2024 will be addressed in accordance with the former version of this policy, which was entitled "BP 13-001 Title IX, Harassment, Intimidation, Discrimination and Bullying Policy."

I hereby authorize TACMO to disclose the information I have provided as it finds necessary in pursuing its investigation. I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief.

Signature of Complainant

Date: _____

Print Name

To be completed by TACMO:

Received by: _____ Date: _____

Follow up Meeting with Complainant held on: _____

Page 2 of 2

APPENDIX B
COMPLAINT FORM

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

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

List any witnesses that were present: _____

Where did the incident(s) occur? _____

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

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

Signature of Complainant

Date: _____

Print Name

To be completed by TACMO:

Received by: _____ Date: _____

**ACKNOWLEDGEMENT OF THE TERMS OF
THE ACADEMIES CHARTER MANAGEMENT ORGANIZATION'S (TACMO)
STAFF/STUDENT INTERACTION POLICY**

I, _____, have read and understand the Staff/Student Interaction Policy and agree to the terms and conditions that are set out in the Policy.

TACMO Staff Signature

Staff's Printed Name

Date

PLEASE DETACH AND RETURN THIS ACKNOWLEDGEMENT TO THE HR DIRECTOR.

THE ACADEMIES CHARTER MANAGEMENT ORGANIZATION (TACMO)
HARASSMENT DISCRIMINATION AND RETALIATION PREVENTION POLICY

I have read the TACMO's Harassment, Discrimination and Retaliation Prevention policy. I understand that TACMO is committed to providing a work environment which is free from harassment, discrimination and retaliation. My signature certifies that I understand and must conform to and abide by the rules and requirements described in this policy.

Employee's Printed Name: _____

Employee's Signature: _____

Date: _____

THE ACADEMIES CHARTER MANAGEMENT ORGANIZATION (TACMO)
INTERNAL COMPLAINT PROCESS AND WHISTLEBLOWER POLICY

I have read the Internal Complaint Process and Whistleblower Policy. I understand it is my responsibility for reporting any action or suspected action that is illegal, unethical or violates any adopted policy of TACMO, or local rule or regulation. My signature certifies that I understand the Internal Complaint Process and Whistleblower Policy.

Employee's Printed Name: _____

Employee's Signature: _____

Date: _____

PLEASE DETACH & RETURN THIS ACKNOWLEDGEMENT TO THE HR DIRECTOR.

THE ACADEMIES CHARTER MANAGEMENT ORGANIZATION (TACMO)
EMPLOYEE HANDBOOK ACKNOWLEDGEMENT

I acknowledge that I have been given access digitally to the TACMO Employee Handbook. I understand that I am responsible for reading the Handbook and for knowing and complying with the policies set forth in the Handbook as may be revised from time to time during my employment with TACMO. I understand that failure to comply with TACMO's rules and regulations may result in disciplinary action, up to and including termination.

I understand and agree I am employed by TACMO on an at-will basis, which means that my employment is for no definite period and may be terminated by me or by TACMO at any time and for any reason, with or without cause or advance notice. I also understand that TACMO may demote or discipline me or otherwise alter the terms of my employment at any time at its discretion, with or without cause or advance notice. Such action in no way effects my status as an at-will employee.

I understand that the policies contained in this Handbook are guidelines only and, apart from the at-will policy, are not intended to create any contractual rights or obligations. I also understand that in order to retain the necessary flexibility in the administration of policies and procedures, apart from the at-will policy, TACMO reserves the right to change, revise, supplement or rescind the provisions of this Handbook and the policies or procedures on which they were based, at any time in its sole and unreviewable discretion.

I understand that this Acknowledgment contains a full and complete statement of the agreements and understandings that it recites, and I agree that no one has made any promises or commitments to me contrary to the foregoing.

Employee's Printed Name: _____

Employee's Signature: _____

Date: _____

THE ACADEMIES CHARTER MANAGEMENT ORGANIZATION (TACMO)
EMPLOYEE HANDBOOK PRINTED COPY REQUEST

- ☐ I would like to request a printed copy of the Handbook.
- ☐ I would NOT like to request a printed copy of the Handbook. The digital version is enough.

Employee's Printed Name: _____

Employee's Signature: _____

Date: _____

cc: Personnel File

PLEASE DETACH & RETURN THIS ACKNOWLEDGEMENT TO THE HR DIRECTOR.

THE ACADEMIES CHARTER MANAGEMENT ORGANIZATION (TACMO)
CONFIDENTIALITY AGREEMENT

During employment, Employees may have access to and/or become aware of information of a confidential, proprietary, or private nature ("Confidential Information"). For purposes of this policy, "Confidential Information" includes but is not limited to: information and data relating to TACMO students; non-public information data relating to donors, donor prospects, and donations; non-public TACMO budget or financial information; and payroll and personnel information relating to current or former Employees.

At all times during and after employment with TACMO, Employees are required to hold all Confidential Information in trust and keep Confidential Information confidential. During employment with TACMO, Employees may use Confidential Information or disclose Confidential Information to a third party only: (1) as reasonably required in the course of employment with TACMO; (2) as permitted with the prior written consent of TACMO; or (3) as may otherwise be required by law. Employees should act responsibly with respect to materials containing Confidential Information, and, if disposing of materials containing Confidential Information, must do so properly and completely.

Employees who are in doubt about whether information should be disclosed or used should discuss the situation with the Principal, Superintendent or the Board Chairperson before disclosing or using the information.

Employees' obligations under this Confidentiality of Information policy remain in effect even after their employment relationships with TACMO ends. After separation of employment, Employees may not use or disclose Confidential Information to any third party unless required to do so by law. Upon separation of employment, Employees must immediately return to TACMO any and all computers, documents, computer or electronic files, cellular phones, printouts, copies, or other information containing Confidential Information in their possession, custody or control. If the Employees are requested to disclose Confidential Information to a third party in a subpoena or similar type of request, Employees shall give TACMO notice of such request as soon as is reasonably possible.

By signing this agreement, I acknowledge and agree that the Confidentiality Agreement is a material condition of my employment with TACMO. Furthermore, I acknowledge that nothing contained herein shall limit or otherwise alter the fact that my employment and the terms thereof can be terminated, with or without cause, and with or without notice, at any time, at my option or at the option of TACMO.

Employee's Signature: _____

Date: _____

Employee's Printed Name: _____

cc: Personnel File

PLEASE DETACH & RETURN THIS ACKNOWLEDGEMENT TO THE HR DIRECTOR.



ENCLOSURE #9

ENCLOSURE SUMMARY

Consideration of the Approval for the Professional Services Agreement for Gifted Education and Advanced Learning

FROM: Karin Aure

DATE: 7/21/2026

BACKGROUND: Providing Gifted Education for All is a key element of our charter promise. Feedback from staff and families, gathered as part of the Local Control Accountability Plan (LCAP) input process, reinforced the organization's interest and commitment to meeting this promise. To develop systems to support gifted education and advanced learners, and to support teachers with implementation, we dedicated funding towards this goal during our 2026-27 budget development process. After investigating different options for support, we're bringing forward a consultancy agreement to work with a local expert in Gifted Education. Attached are the Service Agreement, Scope of Work, and consultant's resume.

SUPERINTENDENT'S RECOMMENDATION:

- ☐ N/A. For informational purposes only.
- ☒ Approve.

TACMO Professional Services Agreement

This Educational Services Agreement (the “Agreement”) is entered into on July 21, 2026, by and between Joanna Lauer, Ed.D. (the “Consultant”), and The Academies Charter Management Organization (“TACMO” or the “Client”) (collectively, the “Parties”).

1. Purpose

The Client desires to engage the Consultant as a partner to provide expertise, professional learning, and strategic guidance in the development and implementation of programs and services that support the needs of students with unique and advanced learning needs.

2. Services Provided

The Consultant agrees to provide the educational consulting services described in the attached Scope of Work, which is incorporated into and made part of this Agreement.

3. Independent Contractor

The Consultant is an independent contractor and is not an employee of the Client. This Agreement does not create a partnership or joint venture between the Parties.

4. Term of Agreement

The term of this Agreement (the “Term”) will begin on the date of this Agreement and will remain in effect until the completion of the Services. The Term of this Agreement may be extended by mutual written agreement of the Parties.

5. Payment Terms

The Consultant shall submit invoices on a quarterly basis for services provided. Payment shall be made in accordance with the Client's regular invoice processing cycle following receipt of each invoice.

6. Travel and Expenses

The Consultant is entitled to reimbursement for all reasonable and necessary expenses (e.g., out-of-town mileage, materials) incurred while providing services, provided they are pre-approved by the Client.

7. Confidentiality

All terms of this Agreement and any materials provided during the term must be kept confidential by the Consultant, except as required by law.

8. Intellectual Property

The Consultant retains ownership of all pre-existing intellectual property, professional knowledge, methodologies, templates, frameworks, presentations, training materials, and other materials developed independently of this Agreement ("Consultant Materials").

The Client shall own all final project-specific documents and deliverables created exclusively for the Client under this Agreement, including customized plans, recommendations, reports, implementation documents, and other deliverables identified in the Scope of Work.

The Consultant retains the right to use, reuse, modify, adapt, and incorporate the Consultant Materials, as well as any general concepts, methodologies, ideas, strategies, and non-confidential work products developed during the course of this engagement, in future consulting work, provided that no confidential, proprietary, or identifying information specific to the Client is disclosed.

9. Cancellation and Termination

- Termination for Convenience: Either party may terminate this Agreement by providing 15 days' written notice. The Client remains responsible for payment for all services performed up to the termination date.
- Termination for Cause: Either party may terminate this Agreement immediately if the other party breaches its terms.

10. Indemnification Clause

Each party agrees to be responsible for its own acts, omissions, and negligence. To the extent permitted by law, each party shall indemnify and hold harmless the other party, its officers, employees, and agents from any claims, damages, liabilities, or expenses, including reasonable attorney's fees, arising out of or resulting from the indemnifying party's negligent acts, omissions, or willful misconduct in connection with this Agreement.

The Consultant shall not be responsible for decisions made or actions taken by the Client based on the Consultant's recommendations after the completion of the services described in the Scope of Work.

11. Board Approval

This Agreement is subject to the formal review and approval of the TACMO Board of Education.

Scope of Work

Project Purpose

To partner with TACMO in developing a comprehensive, research-based system for identifying and supporting advanced learners that aligns with current best practices, state requirements, and the organization's vision for student success.

This Scope of Work may be revised by mutual agreement as project needs evolve.

Goals

- Develop a shared vision for supporting advanced learners among district leadership.
- Develop equitable identification procedures, including recommendations for universal screening.
- Design a comprehensive framework for identifying, serving, and supporting advanced learners that aligns with current research, state requirements, and the 2019 National Association for Gifted Children (NAGC) Programming Standards.
- Provide high-quality Professional Development for TK-8th grade staff in support of serving advanced learners and utilizing Gifted Education structures to strengthen learning for all students.

Consultant Responsibilities

- Facilitate planning meetings with the Superintendent and other district stakeholders, including Executive Cabinet members, site administrators, instructional coaches, and teacher leaders, as determined by the Superintendent.
- Review existing district documents and identification data.
- Facilitate leadership development and professional learning sessions.
- Develop and revise project documents based on district feedback.

District Responsibilities

- Provide all requested documents for review in a timely manner.
- Identify a district liaison for ongoing communication, as needed.
- Schedule meetings and coordinate stakeholder participation.
- Review draft documents and provide timely feedback.

Deliverables

- Project planning documents and meeting agendas
- Written recommendations based on project goals
- Identification and program design recommendations
- Professional learning materials and presentation resources
- Communication tools and implementation resources
- Draft and final project documents
- Recommended implementation timeline and next steps

Meeting Schedule and Commitments

Deliverables/Activity	Time Commitment	Purpose
Superintendent planning meetings	Five 1-hour sessions	Project planning, progress monitoring, decision-making, and next steps
Executive Cabinet Strategic Planning	Four 2-hour sessions	Vision, identification, programming, and implementation planning
Teacher Professional Learning	Two half-day sessions	Continued learning and application of district priorities
Instructional Coach Support	Three 2-hour sessions	Coaching support, implementation planning, and follow-up
Document Review & Project Development	As needed	Review documents, develop project resources, prepare meeting materials, and revise deliverables

Virtual Meetings & Consultation	As needed	Ongoing communication, planning, and consultation between scheduled meetings
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Proposed Multi-Year Implementation Plan

Focus Area	Timeline	Participants	Intended Outcome
Leader-level Professional Learning	Year 1	Cabinet → All	Gifted Education for All Characteristics of Gifted Learners Depth and Complexity Universal Themes
Vision casting	Year 1	Executive Cabinet	Service Design (e.g., common language, needs assessment, document review, universal screening implementation, universal themes revision, PL planning, instructional coaching)
Universal screener	Year 1	Leadership	Select and prepare for implementation of an equitable & purposeful identification process
Tier 1 Professional Learning	Year 1	Teachers	Build classroom capacity to support advanced learners
Tier 2 Targeted Instruction	Year 2	Leadership Teachers	Strengthen differentiation and targeted supports
Tier 3 Specialized Services	Year 3	Exec Cabinet Leadership	Refine specialized programming and monitor implementation

Compensation

- On-site consulting and professional learning (full day, up to 8 hours): \$2,000
- On-site consulting and professional learning (half day, up to 4 hours): \$1,250
- Planning, virtual meetings, document development, and consultation: \$250 per hour
- Travel outside of Tulare County: Reimbursed at the current IRS mileage rate, unless otherwise agreed upon
- Total compensation not to exceed \$10,000 without pre-approval.
- Additional services may be added upon mutual agreement between the Client and Consultant.

Project Outcomes

By the conclusion of this project, TACMO will have:

- A shared vision for supporting advanced learners
- Clearly defined recommendations for identification and programming to address the needs of advanced learners
- Professional learning resources to support implementation
- Practical tools and recommendations for sustaining the work over time
- An implementation plan aligned with current research, state requirements, and organizational priorities (e.g., TACMO Strategic Plan)

This Scope of Work reflects the anticipated work at the time of execution and may be modified by mutual written agreement of both parties as project needs evolve.

Signatures

Consultant: Joanna Lauer, Ed.D.

Signature _____

Date _____

TACMO Superintendent: Karin Aure, Ed.D,

Signature _____

Date _____

Board Approval Date: _____

JOANNA LAUER, Ed.D.

PROFESSIONAL SUMMARY

Experienced educational leader with a proven record of designing and implementing districtwide systems that strengthen teaching, learning, and leadership. Expertise in curriculum, assessment, MTSS, professional learning, and strategic planning, with a collaborative leadership style focused on building capacity, aligning organizational priorities, and improving outcomes for students.

District Leadership & Systems Thinking | Curriculum, Instruction & Assessment | Strategic Planning | MTSS & PBIS | Professional Learning & Capacity Building | Gifted and Talented Education

EDUCATION

Ed.D., Teacher Education in a Multicultural Society — University of Southern California, Los Angeles, CA

M.Sci., Reading — California State University, Fullerton, Fullerton, CA

B.S., Elementary Education — University of Southern California, Los Angeles, CA

CREDENTIALS

- Professional Clear, Administrative Services Credential, 2020
- Professional Clear, Multiple Subject Credential, 2019
- Cross-Cultural Language Academic Development (CLAD), 1999

PROFESSIONAL EXPERIENCE

Visalia Unified School District

Director of Literacy and Social Science

2024–Present

- Developed and led implementation of the district's TK–12 Literacy Plan, aligning curriculum, assessment, intervention, and professional learning with the district's strategic plan.
- Directed districtwide instructional initiatives, including the California Reading Difficulties Risk Screener, benchmark assessment systems, curriculum development, and evidence-based literacy practices.
- Led cross-department collaboration with district leaders, principals, and instructional teams to strengthen instructional coherence and improve student achievement.
- Designed and facilitated professional learning for teachers, instructional coaches, and administrators focused on instructional improvement and MTSS implementation.
- Guided the development of middle school literacy systems, including Read 180 implementation, Language Arts course design, and benchmark assessment development.
- Presented strategic recommendations and implementation updates on student achievement data to Cabinet and principals.
- Managed grants, contracts, budgets, and districtwide projects.

Goleta Union School District

Principal, Mountain View School

2018–2024

- Provided executive oversight of all aspects of school operations, including staffing, food services, transportation, instruction, safety, technology, field trips, and family engagement (PTA).
- Spearheaded development of districtwide Positive Behavior Supports and Multi-Tiered Systems of Support (MTSS) for Goleta Union School District.
- Developed and maintained a comprehensive school safety plan, including a Standard Response Protocol.
- Directed an Extensive Support Needs program for the district.
- Led the school to significant gains in standardized test scores, resulting in a National Blue Ribbon Award and a California Distinguished School Award within a two-year span.
- Developed and implemented a Professional Learning Community structure, including scheduled collaboration time, essential standards, learning targets (grades K–6), and data protocols.
- Reduced chronic absenteeism and increased daily attendance rates.
- Completed the ACSA Leadership Academy Course in Pupil Services.

Teacher on Special Assignment

2015–2018

- Aligned districtwide processes to implement a proactive Multi-Tiered Systems of Support framework.
- Identified tiered interventions for academics, behavior, and social-emotional development, TK–6.
- Revised the districtwide service model for gifted and highly gifted student populations.
- Coordinated Gifted Education Services (GES) parent and district advisory committees and parent information nights.
- Led committees of intervention and general education teachers focused on MTSS implementation.
- Facilitated a six-part professional development series on differentiated instruction, grades 2–6.
- Participated in district report card revisions and math, science, and English-Language Arts curriculum adoption.

University of Southern California

Adjunct Assistant Professor of Clinical Education

2008–2010

- Facilitated graduate-level courses in Social Science Methodology, Human Differences and Teaching Special Populations, and Literacy.
- Guided and assessed graduate student writing to APA standards.

Student Teacher Supervisor**2007–2009**

- Supervised MAT student teachers across urban Los Angeles school settings; evaluated performance using Teaching Performance Expectations (TPE).

USC On-line GATE Certificate Course Facilitator

2007

Newport-Mesa Unified School District**GATE Teacher on Special Assignment****2004–2006**

- Co-wrote and established the district's GATE Certificate Program; structured a districtwide parent education series.

Elementary Education Teacher, Grades 4–5

2003–2006

BTSA Support Provider

2000–2002

GATE Pull-Out Program Teacher, Grades 4–6

1999–2002

Capistrano Unified School District

Elementary Education Teacher, Grade 3

2002–2003

CONSULTANT EXPERIENCE

Mesa Union School District — Committee Advisory Member

2017

Santa Barbara County Office of Education — TIP Course Instructor

2017

Santa Maria-Bonita School District — Consultant

2015–2016

Los Angeles Unified School District — Professional Expert (co-wrote/facilitated two GATE PD courses)

2007–2016

Ocean View Unified School District — GATE Magnet Professional Development

2007–2010

UC San Diego Extension — Course Instructor, differentiated instruction (1,200+ teachers)

2007–2010

University of California, Irvine — Instructor, GATE Certificate Courses

2004–2009

San Bernardino Unified School District — GATE Course Facilitator

2007

SELECTED PRESENTATIONS & PROFESSIONAL LEARNING

Tri-County GATE Council Colloquium — Keynote / Ignite Speaker

2014–2019

California Association for the Gifted, Sacramento, CA — Presenter & Demonstration Teacher

2002–2019

USC Gifted Education Summer Institutes — Presenter & Demonstration Teacher

1999–2007

JAVITZ Federal Grant — Instructional Trainer, Presenter & Demonstration Teacher

1999–2007

ACSA Pupil Services Academy

2022–2023

Collaborative Coaching

2017–2019

SBCEO Leadership Network

2014–2017

HONORS & PROFESSIONAL AFFILIATIONS**Honors**

California Distinguished School Award, Mountain View School — 2022

National Blue Ribbon Award, Mountain View School — 2020

CA Association for the Gifted, Distinguished Service Award — 2015

Tri-County GATE Council, “We Honor Our Own” Recognition — 2015

USC Fellowship Awardee — 2009

UC Irvine, Distinguished Instructor Award — 2006

Affiliations

ACSA — 2018–Present

California Association for the Gifted — 2000–2019

Tri-County GATE Council — 2011–2018