



Board Meeting Agenda

Sep 28th 2023 5:15pm - 7:15pm

3610 E. Ashlan Avenue, Fresno, CA 93726

Regular Board Meeting - September 2023

Join Virtually: <https://zoom.us/j/99162534048>

Meeting ID: 991 6253 4048

Join by Phone: (669) 444-9171

I. Opening Items

5:15pm

A. Record Attendance

B. Call the Meeting to Order

Dr. Larry Jarocki

C. Flag Salute

Dr. Larry Jarocki

D. Discussion & Potential Action on the Approval of the Agenda

E. Public Comment

F. Discussion & Potential Action to Approve the June 22, 2023 Board Meeting Minutes

 [6-22-2023 - Board Meeting Minutes - YV - Draft.pdf](#)

G. Consideration & Potential Action on a New Board Member Appointment and Assumption of Term

 [Coversheet - Board Appt A. Sharp.pdf](#)

 [Annie Sharp - Resume for Board Packet.pdf](#)

H. Consideration & Potential Action on New Board Member Appointments

 [Coversheet - Board Appt Griswold & Morgan.pdf](#)

 [Miranda Griswold Cover Letter - 2023.pdf](#)

 [Miranda Griswold Resume - 2023.pdf](#)

 [Aaron Morgan Resume - Resume for Board Packet.pdf](#)

II. Finance

5:30pm

A. Discussion & Potential Action on the Unaudited Actual Report (UAR)

Christopher Williams

5:30pm

 [Coversheet - UAR.pdf](#)

 [FY23-YMCS-UAR Submission.pdf](#)

B. Discussion & Potential Action on the Education Protection Account (EPA) Actuals

Christopher Williams

5:35pm

 [Coversheet - EPA.pdf](#)

 [FY23-YVCS-EPA Spending Actuals.pdf](#)

C. Discussion & Potential Action on the Executive Director & Deputy Director Divvy Expenses

Steph Johnson

5:40pm

 [Coversheet - Divvy.pdf](#)

D. Discussion & Potential Action on the Revised Nurse Salary Schedule

 [Coversheet - Nurse.pdf](#)

 [Nurse Salary Schedule - YV - September 2023.pdf](#)

III. Academic Excellence

5:45pm

A. Discussion & Potential Action on the Absolute Charter Group (ACG) Scholarship

Christopher Williams
Steph Johnson

5:45pm

 [Coversheet - Scholarship.pdf](#)

 [Absolute Charter Group-Hardworker Scholarship Fund.pdf](#)

B. Presentation & Potential Discussion of Fall School Report

Steph Johnson

5:50pm

 [Coversheet - Fall Report.pdf](#)

IV. Operations

6:00pm

A. Discussion & Potential Action on the Employee Handbook

Dr. Damien Phillips

6:00pm

 [Coversheet - Employee Handbook.pdf](#)

 [Pending Approval_YVCS_Employee Handbook_2023 \(1\).pdf](#)

B. Presentation & Potential Discussion on the 2021-22 Teaching Assignment Monitoring Outcomes (TAMO) Board Policy No. 5380

Dr. Damien Phillips

6:05pm

 [Coversheet - TAMO.pdf](#)

 [21-22 YVCS TAMO.pdf](#)


C. Discussion & Potential Action on the Shared Staff MOU

Dr. Damien Phillips

6:10pm

 [Coversheet - Staff MOU.pdf](#)

 [Shared Personnel Services MOU - 2023-2024 - Redlined.pdf](#)

 [Shared Personnel Services MOU - 2023-2024.pdf](#)

<p>D. Discussion & Potential Action on Shared Office MOU - Ashlan Avenue</p>	<p>Steph Johnson</p>	<p>6:15pm</p>
<div style="display: flex; flex-direction: column; gap: 5px;"> <div style="background-color: #e6f2ff; padding: 2px; border-radius: 4px; display: flex; align-items: center; gap: 5px;"> Coversheet - MOU Ashlan.pdf </div> <div style="background-color: #e6f2ff; padding: 2px; border-radius: 4px; display: flex; align-items: center; gap: 5px;"> Shared Office MOU - Ashlan Avenue.pdf </div> </div>		
<p>E. Discussion & Potential Action on Shared Office MOU - Fine Avenue</p>	<p>Steph Johnson</p>	<p>6:20pm</p>
<div style="display: flex; flex-direction: column; gap: 5px;"> <div style="background-color: #e6f2ff; padding: 2px; border-radius: 4px; display: flex; align-items: center; gap: 5px;"> Coversheet - MOU Fine.pdf </div> <div style="background-color: #e6f2ff; padding: 2px; border-radius: 4px; display: flex; align-items: center; gap: 5px;"> Shared Office MOU - Fine Avenue.pdf </div> </div>		
<p>F. Discussion & Potential Action on the Records Retention Policy</p>	<p>Jenny Plumb</p>	<p>6:25pm</p>
<div style="display: flex; flex-direction: column; gap: 5px;"> <div style="background-color: #e6f2ff; padding: 2px; border-radius: 4px; display: flex; align-items: center; gap: 5px;"> Coversheet - Records.pdf </div> <div style="background-color: #e6f2ff; padding: 2px; border-radius: 4px; display: flex; align-items: center; gap: 5px;"> 3580 - Records Retention & Disposal Policy - YV.pdf </div> </div>		
<p>G. Presentation & Potential Discussion on Charter Renewal Term</p>	<p>Steph Johnson</p>	<p>6:30pm</p>
<div style="background-color: #e6f2ff; padding: 2px; border-radius: 4px; display: flex; align-items: center; gap: 5px;"> Coversheet - Charter Renewal.pdf </div>		
<p>V. Governance</p>		<p>6:35pm</p>
<p>A. Presentation & Discussion of the Board Metrics Report Schedule & Template</p>	<p>Steph Johnson</p>	<p>6:35pm</p>
<div style="display: flex; flex-direction: column; gap: 5px;"> <div style="background-color: #e6f2ff; padding: 2px; border-radius: 4px; display: flex; align-items: center; gap: 5px;"> Coversheet - Board Metrics.pdf </div> <div style="background-color: #e6f2ff; padding: 2px; border-radius: 4px; display: flex; align-items: center; gap: 5px;"> Board Metrics Schedule for Board Reports - 2023-2024 .pdf </div> </div>		
<p>B. Brown Act & Conflict of Interest Training</p>	<p>Kimmi Buzzard</p>	<p>6:40pm</p>
<div style="display: flex; flex-direction: column; gap: 5px;"> <div style="background-color: #e6f2ff; padding: 2px; border-radius: 4px; display: flex; align-items: center; gap: 5px;"> Coversheet - Brown Act.pdf </div> <div style="background-color: #e6f2ff; padding: 2px; border-radius: 4px; display: flex; align-items: center; gap: 5px;"> Brown Act & Conflict of Interest - 2023.pdf </div> </div>		

VI. Closing Items

6:55pm

A. Board of Director Comments & Request

B. Announcement of the Next Scheduled Board Meeting

1. Regular: December 7, 2023 6:00 PM Dr. Larry Jarocki

C. Adjourn Meeting

VII. Meeting Notes

A. **Public Comment Rules:** Members of the public may address the Board on agenda or non-agenda items through the teleconference platform, Zoom. Zoom does not require the members of the public to have an account or login. Please either utilize the chat option to communicate to the administrative team of your desire to address the Board or simply communicate orally your desire to address the Board when the Board asks for public comments. Speakers may be called in the order requests are received. Comments are limited to 2 minutes each, with no more than 15 minutes per single topic. If a member of the public utilizes a translator to address the Board, those individuals are allotted 4 minutes each. If the Board utilizes simultaneous translation equipment in a manner that allows the Board to hear the translated public testimony simultaneously, those individuals are allotted 2 minutes each. By law, the Board is allowed to take action only on items on the agenda. The Board may, at its discretion, refer a matter to school staff or calendar the issue for future discussion.

B. **Note:** The Governing Board encourages those with disabilities to participate fully in the public meeting process. If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public meeting, please contact the Governing Board Office at (562) 758-0511 at least 48

hours before the scheduled board meeting so every reasonable effort can be made to accommodate you. (Government Code § 54954.2; Americans with Disabilities Act of 1990, § 202 (42 U.S.C. § 1213))

- C. **Note:** Times listed on the agenda are estimates only and do not represent the actual time each agenda item will take place during the Board meeting. Similarly, the length of time noted for each of the agenda items also represents estimated duration, and not the actual length of time allocated for each.

END
7:15pm

I. Opening Items

A. Record Attendance

Directors Present:

Dr. Larry Jarocki (in person), Jonna Durst (in person), Carrie Stumpfhauser (in person) & Jennifer McQueen (remote)

Directors Absent:

None

Guests Present:

Stephanie Johnson (remote), Dr. Laurie Goodman (in person), Maria Thoeni (remote), Jenny Plumb (remote), Dr. Steven James (remote), Rhonda Duerken (in person), Dr. Damien Phillips (in person), Natalie Douty (remote), Amy Friesen (remote), Kaela Haydu (remote), Christopher Williams (remote), & Kimmi Buzzard (remote).

B. Call the Meeting to Order

Dr. Larry Jarocki called the meeting of the board of directors of Yosemite Valley Charter School to order on Thursday, June 22, 2023 at 5:15 PM.

C. Flag Salute

Dr. Larry Jarocki led the Flag Salute.

D. Discussion & Potential Action on the Approval of the Agenda

Jonna Durst made a motion to approve the agenda.

Carrie Stumpfhauser seconded the motion.

The Board VOTED unanimously to approve the motion.

E. Public Comment

Jennifer McQueen shared that from her parent perspective, the end of year Adventure Day was a wonderful event that was incredibly well attended.

F. Discussion & Potential Action to Approve the May 8, 2023 Board Meeting Minutes

Carrie Stumpfhauser made a motion to approve the May 8, 2023 Regular Board Meeting Minutes.

Jonna Durst seconded the motion.

The Board VOTED unanimously to approve the motion.

II. CLOSED SESSION: CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION

Paragraph (1) of subdivision (d) of Gov. Code § 54956.9

Name of Case: *Granite Mountain Charter School v. Yosemite Valley Charter School, et al.*, Case No: 22CECG01468

Jonna Durst made a motion to enter into Closed Session at 5:20 PM.

Carrie Stumpfhauser seconded the motion.

The Board VOTED unanimously to approve the motion.

Carrie Stumpfhauser made a motion to end Closed Session and return to Open Session at 5:41 PM.

Jonna Durst seconded the motion.

The Board VOTED unanimously to approve the motion.

III. Report Out of any Action Taken During Closed Session

Dr. Larry Jarocki reported that no action was taken in Closed Session.

IV. Finance

A. Discussion & Potential Action on the 2023-2024 School Budget

Christopher Williams presented the school's 2023-2024 School Budget.

Carrie Stumpfhauser made a motion to approve the 2023-2024 School Budget.

Jonna Durst seconded the motion.

The Board VOTED unanimously to approve the motion.

B. Discussion & Potential Action on the Education Protection Account (EPA) Budget

Jonna Durst made a motion to approve The EPA Budget.

Carrie Stumpfhauser seconded the motion.

The Board VOTED unanimously to approve the motion.

C. Discussion & Potential Action on the Executive Director & Deputy Director Divvy Expenses

There were no Divvy transactions to report.

D. Discussion & Potential Action on the Proposed Addition to the Fiscal Policies & Procedures Manual: Divvy Reward Points & Appreciation Program

Jenny Plumb explained the proposal to utilize Divvy Reward Points to fund staff and student recognition.

The Board Metrics Report will include an accounting of how the Divvy Points have been used each quarter.

Carrie Stumpfhauser made a motion to approve the addition to the Fiscal and Procedures Manual: Divvy Reward Points and Appreciation Program.

Jonna Durst seconded the motion.

The Board VOTED unanimously to approve the motion.

Jennifer McQueen is excused from the remainder of the meeting, exiting at 6:29 PM.

V. Academic Excellence

A. Discussion & Potential Action on the Local Control and Accountability Plan (LCAP)

Dr. Laurie Goodman presented the current school LCAP.

Jonna Durst made a motion to approve the LCAP.

Carrie Stumpfhauser seconded the motion.

The Board VOTED unanimously to approve the motion.

B. Discussion & Potential Action on the Local Indicator Review

Dr. Laurie Goodman presented the school's Local Indicator Review report.

Carrie Stumpfhauser made a motion to approve the Local Indicator Review.

Jonna Durst seconded the motion.

The Board VOTED unanimously to approve the motion.

C. Discussion & Potential Action on the 2023-2024 Parent Student Handbook

Maria Thoeni presented the proposed draft of the 2023-2024 Parent Student Handbook.

Carrie Stumpfhauser made a motion to approve the 2023-2024 Parent-Student Handbook.

Jonna Durst seconded the motion.

The Board VOTED unanimously to approve the motion.

D. Discussion & Potential Action on Changing from a Targeted to a School-Wide Title 1 School

Jenny Plumb explained the advantages to making the Title 1 change to increase flexibility and ability to focus on proactive supports to students before they are failing.

Jonna Durst made a motion to approve the change from a Targeted to a School-Wide Title 1 School.

Carrie Stumpfhauser seconded the motion.

The Board VOTED unanimously to approve the motion.

E. Discussion & Potential Action on Grant Plans

Dr. Damien Phillips presented the grant plans.

Carrie Stumpfhauser made a motion to approve the Educator Effectiveness Grant Plan, Arts, Music, & Instructional Materials Block Grant Plan, and the Prop 28 Grant Plan.

Jonna Durst seconded the motion.

The Board VOTED unanimously to approve the motion.

1. Revised Educator Effectiveness Grant Plan

2. Arts, Music, & Instructional Materials Block Grant Plan

3. Prop 28 Arts Grant Plan

VI. Operations

A. Discussion & Potential Action on the Updated Sick Leave, Personal Necessity Leave (PNL), & Paid Time Off (PTO)

Dr. Damien Phillips presented the updated Sick Leave, Personal Necessity Leave (PNL), & Paid Time Off (PTO).

Carrie Stumpfhauser made a motion to approve the updated Sick Leave, Personal Necessity Leave, and Paid Time Off.

Jonna Durst seconded the motion.

The Board VOTED unanimously to approve the motion.

B. Discussion & Potential Action on the Compensation Policy

Dr. Damien Phillips presented the Compensation Policy that now includes only essential items that are not in other places such as job descriptions, salary schedules, and stipend chart.

Jonna Durst made a motion to approve the Compensation Policy.

Carrie Stumpfhauser seconded the motion.

The Board VOTED unanimously to approve the motion.

C. Discussion & Potential Action on the Revised Salary Schedules

Dr. Damien Phillips presented the revised Salary Schedules which includes a 5% increase.

Carrie Stumpfhauser made a motion to approve the revised salary schedules.

Jonna Durst seconded the motion.

The Board VOTED unanimously to approve the motion.

1. Counselors, Coordinators, & Directors

2. Teacher & SPED Support

D. Discussion and Potential Action on the Field Trip Policy

Board Policy No. 6153

Steph Johnson presented the change to the Field Trip Policy.

Jonna Durst made a motion to approve the Field Trip Policy.

Carrie Stumpfhauser seconded the motion.

The Board VOTED unanimously to approve the motion.

VII. Governance

A. Presentation & Potential Discussion on the June Board Metrics Report

Steph Johnson shared the school's June Board Metrics Report. No requests were made for future presentations on any of the topics.

B. Discussion & Potential Action on the 2023-2024 Board Meeting Calendar

Carrie Stumpfhauser made a motion to approve the 2023-2024 Board Meeting Calendar.

Jonna Durst seconded the motion.

The Board VOTED unanimously to approve the motion.

C. Discussion on Annual Brown Act Training for 2023-2024

The Board

D. Discussion & Potential Action on the Resignation of Dr. Angela Tos

Carrie Stumpfhauser made a motion to approve the resignation of Dr. Angela Tos.

Jonna Durst seconded the motion.

The Board VOTED unanimously to approve the motion.

E. Discussion & Potential Action on the Board Member Vacancy

F. CLOSED SESSION: PUBLIC EMPLOYEE PERFORMANCE EVALUATION - Superintendent

Carrie Stumpfhauser made a motion to enter into Closed Session at 7:16 PM.
Jonna Durst seconded the motion.
The Board unanimously VOTED to approve the motion.

Carrie Stumpfhauser made a motion to end Closed Session at 7:27 PM.
Jonna Durst seconded the motion.
The Board unanimously VOTED to approve the motion.

G. Report Out of any Action Taken During Closed Session

VIII. Closing Items

A. Board of Director Comments & Request

B. Announcement of the Next Scheduled Board Meeting

1. Regular: August 10, 2023 at 5:15 PM

Dr. Larry Jarocki announced the next Regular Board Meeting will be held on August 10, 2023 at 5:15 PM.

C. Adjourn Meeting

Carrie Stumpfhauser made a motion to
Jonna Durst seconded the motion.
The Board VOTED unanimously to approve the motion.

IX. Meeting Notes

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Cover Sheet

New Board Member Appointment & Assumption of Term

Section:	I. Opening
Item:	G. New Board Member Appointment & Assumption of Term
Purpose:	Discussion & Potential Action - Vote
Related Material:	Resume Dr. A. Sharp

BACKGROUND:

- The Board is seeking to fill a recent vacancy of the Secretary position. The new Board Member will finish out the remaining two years of the four year term.

RECOMMENDATION:

- Consider the appointment of Dr. Annie Sharp.

Anne M. Sharp, Ed. D.

EDUCATION

Brandman University Ed.D. Organizational Leadership	2012-2015
Fresno Pacific University M.A. Education: Administrative Services	2011-2012
Bridges to Leadership Administrative Credential	2009- 2010
Fresno Pacific University Multiple Subject Teaching Credential	2002-2003
Fresno Pacific University B.A. Liberal Studies with Math Concentration, <i>cum laude</i>	1998-2002

PUBLICATIONS

Mentorship for First Year Principals Leading Transformational Change Brandman University (published as Anne Taylor)	March, 2015
<ul style="list-style-type: none"><i>Qualitative dissertation examining first year K-12 principals' perceptions of effective mentorship practices during transformational change</i>	

RELEVANT WORK HISTORY

Fresno County Superintendent of School Office Director, Differentiated Assistance and Williams Compliance	2018-present
Madera County Office of Education Online Instructor for Bridges to Leadership Administrative Credential Program	2016-2021
Washington Unified School District Director of Curriculum, Instruction, and Assessment	2003-2018 2015-2018
West Fresno Elementary School Principal (TK – 5 th grade)	2013-2015 2013-2015
Washington Union High School Director, Panther Academy (Vice Principal, 11-12 grade) AVID Coordinator AVID Instructor, 9 th – 12 th grade Mathematics Instructor, 9 th – 12 th grade	2003-2013 2010-2013 2006-2010 2005-2010 2003-2010
<ul style="list-style-type: none">Pre-Algebra, Algebra, Geometry	

LEADERSHIP ACCOMPLISHMENTS

Director, Differentiated Assistance and Williams Compliance 2018-present

- *Designed a system of support for districts eligible for Differentiated Assistance*
 - *Created multiple pathways for DA support*
 - *Successfully built and maintained positive working relationships with all 13 eligible districts*
 - *Continue to refine and develop presentations using data and improvement science methodologies to serve districts*
- *Partnered with WestEd to develop and implement Networked Improvement Communities in six districts across Fresno County*
- *Increased knowledge and expertise in the area of improvement work*

Director of Curriculum, Instruction, and Assessment 2015-present

- *Successfully Gathered Stakeholder Input and Wrote LCAP*
 - *Created detailed Calendar of Stakeholder Events*
 - *Hosted over 30 stakeholder meetings and collected 2358 surveys that were used to inform the writing of the LCAP*
- *Led WUSD's First Differentiated Assistance Process*
 - *Worked closely with the team at FCSS to collaboratively look at the issues affecting the success of our Homeless student population*
 - *Created a district committee to conduct an LEA Self-Assessment and work through a Fishbone Analysis*
 - *Worked with district personnel to identify the next steps necessary to help our Homeless student group succeed*
- *Created Strategic Rollout Plan and Currently Leading the First Academic Coaching Team in the District*
 - *Created Communication Plan, Assessment Plan, and Implementation Plan for team*
 - *Providing oversight and evaluation to all district Academic Coaches*
 - *Working closely with Site Leaders to assess the needs of teachers and guide Coaches in supporting those needs*
- *Developed and Implementing 3-year Mathematics Improvement plan for district*
 - *Includes trainings, online coursework for teachers, classroom walk-throughs, consultants, and PLC improvements to analyzing data*
 - *District SBAC scores in math improved 8.5% during first year of plan*
- *Implemented K-12 Line of Sight Curriculum Development Process*
 - *First time all 4 sights have worked together to identify the priority standards and skills at each grade level*
- *Implemented District-wide Staff Development Plan*
 - *Worked with all principals to develop unified plan for weekly Staff Development time*
 - *Support principals in implementing plan*
- *Implemented District Technology Team*
 - *Promoting all-star teachers to train other teachers at all levels of technology implementation*
 - *Quarterly Technology Newsletters*
- *Implemented Principal bi-weekly data analysis meetings*
 - *Using data from walk-throughs, lead principals and assistant superintendents through data analysis*
 - *Use data from walk-throughs to provide input into the staff development needs of each site*
- *Implemented Leadership Development Workshop Series' for Learning Directors and Lead Teachers across the district*
 - *Learning Directors meet every three weeks studying a different leadership book each year*
 - *Lead Teachers meet monthly working to improve our district-wide PLC processes*

Principal, West Fresno Elementary School

2013-2015

- *Developed a shared vision with entire staff*
- *Implemented weekly data analysis meetings with school leadership team to monitor discipline, attendance, assessment, and classroom instructional data*
- *Developed and implemented a detailed Strategic Plan for transition to the Common Core State Standards*
 - *Plan included Communication Plan, Implementation Plan, and Evaluation Plan*
 - *Plan included Formative and Summative assessments of progress*
- *Sat on regional panel hosted by Policy Analysis for California Education (PACE) and California County Superintendents Educational Services Association (CCSESA) that highlighted our successful Common Core State Standards implementation plan*
- *Worked with district to increase student access to technology*
 - *3rd - 5th grade moved from one half-hour a week in the computer lab to 1:1 access all day with chromebooks*
 - *K-2 added 1-2 hours a week in the computer lab or with a laptop cart.*

Director, Panther Academy

2010-2013

- *Developed and successfully implemented Senior Attendance Program to improve senior attendance*
- *Led Panther Academy PLC that used data to effectively:*
 - *Lower tardies of juniors and seniors (5838 to 3467 in first two years)*
 - *Raise average GPA of juniors and seniors (2.72 to 2.98 in first two years, with seniors reaching 3.07 as a class)*
 - *Improve attendance of juniors and seniors (grew 0.98% in first two years)*
 - *Raise the number of A-G eligible graduates (from 33% to 47% in first two years)*
 - *Implemented Senior Texting Program and social media usage as way to promote college going culture through informing community of important college, testing, and scholarship information*

African American Male Initiative (AAMI) Coordinator

2009-2010

- *Wrote successful \$23,800 grant and was one of six schools selected nationally to receive grant*
- *Grew number of African American Males enrolled in AVID program from 5 to 29 in one year*
- *Led AVID Site Team in developing plan to raise academic achievement of Washington Union African American Males which included monthly monitoring of grades, A-G requirements, and implementing activities to promote academic success for all African American males*

AVID Coordinator

2006-2010

- *Worked closely with Principal to ensure success of AVID program*
- *Worked with AVID Site Team to raise levels of rigor in all academic classes*
- *Progressed program from approximately 60 students to over 200 students*
 - *99% of all AVID graduates were A-G eligible*
 - *94% of all AVID graduates took at least one AP class at Washington Union*
 - *89% of all AVID Sophomores pass both CAHSEE tests on first attempt*
- *Monitored A-G requirements and GPAs of all AVID students*

HONORS AND AWARDS

Teacher of the Year, Washington Union High School District 2007

Administrator of the Year, Washington Unified School District 2015

Cover Sheet

New Board Member Appointments

Section:	I. Opening
Item:	H. New Board Member Appointments
Purpose:	Discussion & Potential Action - Vote
Related Material:	Resume A. Morgan & M. Griswold

BACKGROUND:

- The Board is seeking to open two new, two year positions on the Board, creating a Board of seven members.

RECOMMENDATION:

- Consider the appointment of Aaron Morgan and Miranda Griswold.



MIRANDA GRISWOLD

LACTATION EDUCATOR
INSTAGRAM.COM/NOURISH.MERCED.RD2B

MIRANDA GRISWOLD

YOSEMITE VALLEY CHARTER SCHOOL JUNE 22, 2023

Dear Yosemite Valley Charter School:

I would like to apply for the position of Board Member for Yosemite Valley Charter School. I am an active community member, with a background in counseling, mentoring and working with families in the community of Merced. I would love the opportunity to be involved in the school my children attend. I am passionate about equitable treatment, creating a strong foundation for all students, and being a part of the future of Yosemite Valley Charter.

I am confident I would be a good fit for the position of Board Member. My kids are just starting with Yosemite Valley Charter school so I will be a valuable as a long-term asset to the board.

Sincerely,
Miranda Griswold



MIRANDA GRISWOLD

LACTATION EDUCATOR
INSTAGRAM.COM/NOURISH.MERCED.RD2B

OBJECTIVE

To be considered for the open position on the school board for the Yosemite Valley Charter School.

SKILLS

- Interpersonal communication
- Public speaking
- Strong leader
- Conflict resolution
- Customer service
- Mentoring
- Peer support
- Empathy
- Active listening

EXPERIENCE

LACTATION EDUCATOR • WIC OF MERCED & MARIPOSA COUNTY NOVEMBER 2020-PRESENT

Provide breastfeeding education and hands on practices and services to a diverse population who participate in the WIC program. Act as liaison between WIC participants and the community to ensure proper referrals for parents. Update records within the state's WIC programs in order to track mother and babies progress. Instructed classes on nutrition, infant feeding, and breastfeeding. Represent and promote the WIC program at various community events.

POSTPARTUM DOULA/VOLUNTEER BREASTFEEDING GROUP FACILITATOR • CAPPA • SEPT 2018 - NOV 2020

Lead weekly group meetings for expectant and newly postpartum families. Provided infant behavior, newborn sleep, and infant feeding education and support.

EDUCATION

AS-T • CURRENTLY ENROLLED • MERCED COLLEGE

Minor in Nutrition and Dietetics, member of Alpha Gamma Sigma and Phi Theta Kappa honor societies. Recipient of several academic based scholarships. GPA of 3.7

LACTATION EDUCATOR/COUNSELOR • MARCH 2023 • UC SAN DIEGO

Completed the certificate for the lactation educator program.

AARON MORGAN

EDUCATION AND CREDENTIALS

2011 - 2012	California State University, Fresno	Fresno, CA
	<i>Chancellor's Fellowship Cohort</i>	
	<i>Master of Arts in Education Administration and Supervision</i>	
	<i>Administrative Services Credential</i>	
1996 - 1997	University of California, Irvine	Irvine, CA
	<i>Multiple Subject Teaching Credential</i>	
1992 - 1996	University of California, Irvine	Irvine, CA
	<i>Bachelor of Arts, History</i>	

ADMINISTRATIVE LEADERSHIP EXPERIENCE

2020 - Present	University High School	Fresno, CA
	<i>Vice Principal/Dean of Students</i>	

- Provide leadership and oversight for 9-12 curriculum and instructional decisions.
- Collaborate with Department Chairs to monitor schoolwide goals and objectives and the procurement of supplies and instructional resources.
- Manage student data collection in the CALPADs platform and meet all State reporting deadlines to ensure school compliance.
- Organize and implement State CAASPP testing for Math, ELA and Science, including training staff, preparing technology, administrating assessments, submitting documentation and analyzing results.
- Develop yearly Master Schedule and support in the enrollment and registration of students for the school year.
- Actively monitor student academic progress and develop formal communication methods between students, staff, counselors and parents.
- Actively monitor student attendance and develop formal communication methods between students, staff, counselors and parents.
- Oversee attendance reporting processes to ensure documentation is accurate for State auditing.
- Oversee the building and facility needs, including classroom conditions, materials, furniture, hardware and technology. Manage needs of the facility and work collaborative with Fresno State to ensure that the school grounds and facility is in outstanding working condition.
- Coordinate Special Education service with Fresno County to find, assess, and provide services for students with disabilities.

- Oversee school safety plans and documentation, including emergency procedures and supervision of students.
- Update the annual School Accountability Report Card, including assessment data and site level data related to testing, attendance, credentials and student demographics.
- Evaluate teachers and staff and provide annual reports to school Superintendent regarding staff performance.

2015 - 2020 Buchanan Educational Center, CUSD Clovis, CA
Learning Director, Mathematics, Science and Performing Arts

- Provide leadership and oversight for the 7-12 mathematics and performing arts programs and teachers including choir, band, orchestra, jazz band, percussion, color guard and drama
- Collaboratively develop and monitor department goals in the PGLE process with department chairs and PLC leaders
- Observe, support, and evaluate teachers through walkthrough observations and formal observations
- Provide professional development and resources to strengthen teaching practices and support student learning
- Monitor student growth and progress through the collection and analysis of state and district assessments and student grades
- Guide and counsel students and parents in addressing academic concerns with teachers and curriculum
- Oversee financial budgets, including department budgets, foundation accounts, and student body funds
- Support in schoolwide discipline, supervision and enforcement of school rules and policies
- Facilitate the planning and organization of student trips and performances
- Serve on the CUSD Induction PAR Advisory Council
- Represent employees as a member of the Employee Benefits Committee
- CASC - Mentor Administrator

2018-2020 – Summer Buchanan Educational Center, CUSD Clovis, CA
Summer School Principal – Buchanan, Clovis North, Clovis West

- Recruit and hire a team of educators for the summer session
- Coordinate the placement of students in appropriate courses
- Organize and rewrite curriculum for Independent Study courses
- Order and distribute instructional materials
- Communicate with parents the expectations and procedures for the summer session
- Monitor and evaluate teacher instruction and student progress

- Create a positive and safe school climate for optimal learning to occur
- Provide timely updates to counseling teams regarding student progress and course completion

2012 - 2015 Mickey Cox Elementary School, CUSD Clovis, CA
Sr. Guidance and Instructional Specialist

- Math Curriculum Council/Design Team 2012 – 2015
- Provided leadership in the development, writing, presentation, and submission of the Title I application to FCOE and CUSD Governing Board to obtain Title I status – Spring 2015
- Oversee categorical funds and Title 1 funds – budgeting, hiring, and purchasing
- 504/Student Study Team/Response to Intervention Coordinator
- Coordinate School Site Council/English Learner Advisory Council

PERFORMING ARTS ADMINISTRATIVE LEADERSHIP

- Hire, develop and lead a team of performing arts educators
- Oversee and support band, percussion, jazz, orchestra, color guard, drama, choir, music theory and recording classes in 7th-12th grade
- Write and submit new courses of study for the department such as: Wind Symphony, Advanced Technical Theater, Chamber Orchestra, Women’s Ensemble Choir to align instructional practices with UC/CSU expectations and terminology.
- Manage a mixed budget of student body funds, site-based allocations, and fundraised dollars
- Coordinate the scheduling of festivals and performances for multiple ensembles including fees, transportation, and lodging
- Recruit students into the programs provided and maintain strong relationships in the community for the ongoing support of the programs
- Create a schedule for performing arts courses that will maximize the offerings for students and limit conflicts with competing programs

MATHEMATICS ADMINISTRATIVE LEADERSHIP

- Evaluate and adopt curriculum for adoption at the K-12 levels
- Collaboratively developed online support system for students from Math 6 to Integrated Math 3 (mathhelp.cusd.com)
- Developed and produced all math lessons for 6th, 7th and 8th grade Open Up resources mathematics curriculum and launched webpage for hosting resources (Mr. Morgan’s Math Help)
- Developed online math instructional videos linked to a designated YouTube channel for student support in school curriculum, for both

Open Up and Pearson Integrated mathematics (18k followers and averaging 15k views a day from all across the United States)

- Developed assessments used as standardized benchmarks for elementary and intermediate grades aligned with California Standards and Common Core Standards

TEACHING EXPERIENCE

1997 - 2012 Maple Creek Elementary School, CUSD Clovis, CA
Teacher - 2nd, 3rd, and 6th Grade Laptop Teacher

- Lead Teacher
- BTSA Support Provider
- Athletic Director
- Head Coach: Girls and Boys Volleyball, Wrestling, Track and Field
- GATE Coordinator
- Crystal Award recipient 2003 (2nd grade team) and 2007 (individual)
- Provided ongoing leadership to staff in curriculum and assessment areas

1996 - 1997 Stone Creek Elementary School, IUSD Irvine, CA
Teacher - 2nd Grade

Cover Sheet

Unaudited Actuals Report (UAR)

Section:	II. Financial
Item:	A. Unaudited Actuals Report (UAR)
Purpose:	Discussion & Potential Action - Vote
Related Material:	UAR Submission

BACKGROUND:

- Unaudited Actuals are an annual statement reporting the financial activities of the school in which the data has not yet been formally audited. Unaudited Actuals are presented to the Board on or before the month of September, reflecting the school's final year end closing from the previous June.
- This is a foundational report for the auditors to perform their review.

RECOMMENDATION:

- Consider the approval of the UAR.

CHARTER SCHOOL UNAUDITED ACTUALS
FINANCIAL REPORT -- ALTERNATIVE FORM
July 1, 2022 to June 30, 2023

CHARTER SCHOOL CERTIFICATION

Charter School Name: Yosemite Valley Charter
CDS #: 10-62547-0135103
Charter Approving Entity: Westside Elementary
County: Fresno
Charter #: 1841

NOTE: An Alternative Form submitted to the California Department of Education will not be considered a valid submission if the following information is missing:

For information regarding this report, please contact:

Table with 3 columns: For County Fiscal Contact, For Approving Entity, For Charter School. Rows include Name, DFS Supervisor, Title, Telephone, and Email address for Susan Kobzeff, Baldoramo Hernandez, and Jim Surmeian.

To the entity that approved the charter school:

X 2022-23 CHARTER SCHOOL UNAUDITED ACTUALS FINANCIAL REPORT -- ALTERNATIVE FORM: This report has been approved, and is hereby filed by the charter school pursuant to Education Code Section 42100(b).

Signed: Stephanie Johnson
Charter School Official
(Original signature required)
Date: _____
Title: Superintendent

To the County Superintendent of Schools:

2022-23 CHARTER SCHOOL UNAUDITED ACTUALS FINANCIAL REPORT -- ALTERNATIVE FORM: This report is hereby filed with the County Superintendent pursuant to Education Code Section 42100(a).

Signed: _____
Authorized Representative of Charter Approving Entity
(Original signature required)
Date: _____
Title: _____

To the Superintendent of Public Instruction:

2022-23 CHARTER SCHOOL UNAUDITED ACTUALS FINANCIAL REPORT -- ALTERNATIVE FORM: This report has been verified for mathematical accuracy by the County Superintendent of Schools pursuant to Education Code Section 42100(a).

Signed: _____
County Superintendent/Designee
(Original signature required)
Date: _____

CHARTER SCHOOL UNAUDITED ACTUALS
FINANCIAL REPORT -- ALTERNATIVE FORM
July 1, 2022 to June 30, 2023

Charter School Name: Yosemite Valley Charter
CDS #: 10-62547-0135103
Charter Approving Entity: Westside Elementary
County: Fresno
Charter #: 1841

This charter school uses the following basis of accounting:
(Please enter an "X" in the applicable box below; check only one box)

- X **Accrual Basis (Applicable Capital Assets/Interest on Long-Term Debt/Long-Term Liabilities/Net Position objects are 6900, 6910, 7438, 9400-9489, 9660-9669, 9796, and 9797)**
- Modified Accrual Basis (Applicable Capital Outlay/Debt Service/Fund Balance objects are 6100-6170, 6200-6500, 6600, 7438, 7439, and 9711-9789)**

Description	Object Code	Unrestricted	Restricted	Total
A. REVENUES				
1. LCFF Sources				
State Aid - Current Year	8011	25,825,161.00		25,825,161.00
Education Protection Account State Aid - Current Year	8012	488,476.00		488,476.00
State Aid - Prior Years	8019	5,442.00		5,442.00
Transfers to Charter Schools in Lieu of Property Taxes	8096	709,218.00		709,218.00
Other LCFF Transfers	8091, 8097			0.00
Total, LCFF Sources		27,028,297.00	0.00	27,028,297.00
2. Federal Revenues (see NOTE in Section L)				
No Child Left Behind/Every Student Succeeds Act	8290		407,083.00	407,083.00
Special Education - Federal	8181, 8182		360,705.00	360,705.00
Child Nutrition - Federal	8220			0.00
Donated Food Commodities	8221			0.00
Other Federal Revenues	8110, 8260-8299		1,615,841.56	1,615,841.56
Total, Federal Revenues		0.00	2,383,629.56	2,383,629.56
3. Other State Revenues				
Special Education - State	StateRev SE		1,931,846.00	1,931,846.00
All Other State Revenues	StateRev AO	802,215.23	1,578,556.80	2,380,772.03
Total, Other State Revenues		802,215.23	3,510,402.80	4,312,618.03
4. Other Local Revenues				
All Other Local Revenues	LocalRev AO	2,884,547.57		2,884,547.57
Total, Local Revenues		2,884,547.57	0.00	2,884,547.57
5. TOTAL REVENUES				
		30,715,059.80	5,894,032.36	36,609,092.16
B. EXPENDITURES (see NOTE in Section L)				
1. Certificated Salaries				
Certificated Teachers' Salaries	1100	5,921,117.56	1,920,133.18	7,841,250.74
Certificated Pupil Support Salaries	1200	917,965.82	1,523,342.10	2,441,307.92
Certificated Supervisors' and Administrators' Salaries	1300	595,110.99	459,168.96	1,054,279.95
Other Certificated Salaries	1900	(4,408.39)		(4,408.39)
Total, Certificated Salaries		7,429,785.98	3,902,644.24	11,332,430.22
2. Noncertificated Salaries				
Noncertificated Instructional Salaries	2100	32,523.80	95,424.25	127,948.05
Noncertificated Support Salaries	2200	8,300.01		8,300.01
Noncertificated Supervisors' and Administrators' Salaries	2300	58,025.43		58,025.43
Clerical, Technical and Office Salaries	2400	214,028.01	70,089.48	284,117.49
Other Noncertificated Salaries	2900	63,533.96	71,962.54	135,496.50
Total, Noncertificated Salaries		376,411.21	237,476.27	613,887.48
3. Employee Benefits				
STRS	3101-3102	1,497,488.47	720,933.70	2,218,422.17
PERS	3201-3202			0.00
OASDI / Medicare / Alternative	3301-3302	129,492.14	70,935.83	200,427.97

Health and Welfare Benefits	3401-3402	1,252,838.51		1,252,838.51
Unemployment Insurance	3501-3502	30,226.43	15,566.51	45,792.94
Workers' Compensation Insurance	3601-3602	77,593.00		77,593.00
OPEB, Allocated	3701-3702			0.00
OPEB, Active Employees	3751-3752			0.00
Other Employee Benefits	3901-3902			0.00
Total, Employee Benefits		2,987,638.55	807,436.04	3,795,074.59
4. Books and Supplies				
Approved Textbooks and Core Curricula Materials	4100			0.00
Books and Other Reference Materials	4200			0.00
Materials and Supplies	4300	2,534,000.35	737,492.18	3,271,492.53
Noncapitalized Equipment	4400	225,472.41	119,865.20	345,337.61
Food	4700			0.00
Total, Books and Supplies		2,759,472.76	857,357.38	3,616,830.14
5. Services and Other Operating Expenditures				
Subagreements for Services	5100	9,246,662.44	2,358,675.20	11,605,337.64
Travel and Conferences	5200	78,681.34	9,671.17	88,352.51
Dues and Memberships	5300	10,617.00		10,617.00
Insurance	5400	267,167.79		267,167.79
Operations and Housekeeping Services	5500	2,975.13		2,975.13
Rentals, Leases, Repairs, and Noncap. Improvements	5600	46,111.47		46,111.47
Transfers of Direct Costs	5700-5799	2,433,291.31	(2,433,291.31)	0.00
Professional/Consulting Services and Operating Expend.	5800	1,592,043.39	102,426.79	1,694,470.18
Communications	5900	68,239.27	51,636.58	119,875.85
Total, Services and Other Operating Expenditures		13,745,789.14	89,118.43	13,834,907.57
6. Capital Outlay				
(Objects 6100-6170, 6200-6500 modified accrual basis only)				
Land and Land Improvements	6100-6170			0.00
Buildings and Improvements of Buildings	6200			0.00
Books and Media for New School Libraries or Major				
Expansion of School Libraries	6300			0.00
Equipment	6400			0.00
Equipment Replacement	6500			0.00
Lease Assets	6600			0.00
Depreciation Expense (accrual basis only)	6900	45,282.12		45,282.12
Amortization Expense - Lease Assets	6910			0.00
Total, Capital Outlay		45,282.12	0.00	45,282.12
7. Other Outgo				
Tuition to Other Schools	7110-7143			0.00
Transfers of Pass-Through Revenues to Other LEAs	7211-7213			0.00
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE			0.00
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO			0.00
All Other Transfers	7281-7299			0.00
Transfers of Indirect Costs	7300-7399			0.00
Debt Service:				
Interest	7438	40,860.00		40,860.00
Principal (for modified accrual basis only)	7439			0.00
Total Debt Service		40,860.00	0.00	40,860.00
Total, Other Outgo		40,860.00	0.00	40,860.00
8. TOTAL EXPENDITURES		27,385,239.76	5,894,032.36	33,279,272.12
Description	Object Code	Unrestricted	Restricted	Total
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)		3,329,820.04	0.00	3,329,820.04
D. OTHER FINANCING SOURCES / USES				
1. Other Sources	8930-8979			0.00

Less:					
2. Other Uses	7630-7699			0.00	
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999			0.00	
4. TOTAL OTHER FINANCING SOURCES / USES		0.00	0.00	0.00	
E. NET INCREASE (DECREASE) IN FUND BALANCE /NET POSITION (C+D4)		3,329,820.04	0.00	3,329,820.04	
F. FUND BALANCE / NET POSITION					
1. Beginning Fund Balance/Net Position					
a. As of July 1	9791	1,007,073.24		1,007,073.24	
b. Adjustments/Restatements	9793, 9795			0.00	
c. Adjusted Beginning Fund Balance /Net Position		1,007,073.24	0.00	1,007,073.24	
2. Ending Fund Balance /Net Position, June 30 (E+F1c)		4,336,893.28	0.00	4,336,893.28	
Components of Ending Fund Balance (Modified Accrual Basis only)					
a. Nonspendable					
1. Revolving Cash (equals Object 9130)	9711			0.00	
2. Stores (equals Object 9320)	9712			0.00	
3. Prepaid Expenditures (equals Object 9330)	9713			0.00	
4. All Others	9719			0.00	
b. Restricted	9740			0.00	
c. Committed					
1. Stabilization Arrangements	9750			0.00	
2. Other Commitments	9760			0.00	
d. Assigned	9780			0.00	
e. Unassigned/Unappropriated					
1. Reserve for Economic Uncertainties	9789			0.00	
2. Unassigned/Unappropriated Amount	9790M			0.00	
3. Components of Ending Net Position (Accrual Basis only)					
a. Net Investment in Capital Assets	9796	135,846.14		135,846.14	
b. Restricted Net Position	9797		0.00	0.00	
c. Unrestricted Net Position	9790A	4,201,047.14	0.00	4,201,047.14	
	Description	Object Code	Unrestricted	Restricted	Total
G. ASSETS					
1. Cash					
In County Treasury	9110				0.00
Fair Value Adjustment to Cash in County Treasury	9111				0.00
In Banks	9120	6,315,701.24			6,315,701.24
In Revolving Fund	9130				0.00
With Fiscal Agent/Trustee	9135				0.00
Collections Awaiting Deposit	9140				0.00
2. Investments	9150				0.00
3. Accounts Receivable	9200	501,009.90			501,009.90
4. Due from Grantor Governments	9290	3,111,541.14			3,111,541.14
5. Stores	9320				0.00
6. Prepaid Expenditures (Expenses)	9330	289,105.57			289,105.57
7. Other Current Assets	9340				0.00
8. Lease Receivable	9380				0.00
9. Capital Assets (accrual basis only)	9400-9489	135,846.14			135,846.14
10. TOTAL ASSETS		10,353,203.99	0.00		10,353,203.99
H. DEFERRED OUTFLOWS OF RESOURCES					
1. Deferred Outflows of Resources	9490				0.00
2. TOTAL DEFERRED OUTFLOWS		0.00	0.00		0.00
I. LIABILITIES					
1. Accounts Payable	9500	1,603,324.41			1,603,324.41
2. Due to Grantor Governments	9590				0.00
3. Current Loans	9640	62,500.08			62,500.08
4. Unearned Revenue	9650	4,350,486.22			4,350,486.22

5. Long-Term Liabilities (accrual basis only)	9660-9669		0.00
6. TOTAL LIABILITIES		6,016,310.71	0.00
J. DEFERRED INFLOWS OF RESOURCES			
1. Deferred Inflows of Resources	9690		0.00
2. TOTAL DEFERRED INFLOWS		0.00	0.00
K. FUND BALANCE /NET POSITION			
Ending Fund Balance /Net Position, June 30 (G10 + H2) - (I6 + J2)			
(must agree with Line F2)			
		4,336,893.28	0.00
			4,336,893.28

L. FEDERAL EVERY STUDENT SUCCEEDS ACT (ESSA) MAINTENANCE OF EFFORT REQUIREMENT

NOTE: IF YOUR CHARTER SCHOOL RECEIVED FEDERAL FUNDING, AS REPORTED IN SECTION A2, THE FOLLOWING ADDITIONAL INFORMATION MUST BE PROVIDED IN ORDER FOR THE CDE TO CALCULATE COMPLIANCE WITH THE FEDERAL EVERY STUDENT SUCCEEDS ACT (ESSA) MAINTENANCE OF EFFORT REQUIREMENT:

1. Federal Revenue Used for Capital Outlay and Debt Service

Included in the Capital Outlay and Debt Service expenditures reported in sections B6 and B7 are the following amounts paid out of federal funds:

Federal Program Name (If no amounts, indicate "NONE")	Capital Outlay	Debt Service	Total
a. NONE	\$ 0.00	0.00	0.00
b. _____			0.00
c. _____			0.00
d. _____			0.00
e. _____			0.00
f. _____			0.00
g. _____			0.00
h. _____			0.00
i. _____			0.00
j. _____			0.00
TOTAL FEDERAL REVENUES USED FOR CAPITAL OUTLAY AND DEBT SERVICE	0.00	0.00	0.00

2. Community Services Expenditures

Provide the amount of State and Local funds reported in Section B that were expended for Community Services Activities:

Objects of Expenditures	Amount (Enter "0.00" if none)
a. Certificated Salaries 1000-1999	0.00
b. Noncertificated Salaries 2000-2999	0.00
c. Employee Benefits 3000-3999 except 3801-3802	0.00
d. Books and Supplies 4000-4999	0.00
e. Services and Other Operating Expenditures 5000-5999	0.00
TOTAL COMMUNITY SERVICES EXPENDITURES	0.00

3. Supplemental State and Local Expenditures resulting from a Presidentially Declared Disaster

Date of Presidential Disaster Declaration	Brief Description i.e., COVID-19 (If no amounts, indicate "None")	Amount
a. _____	None	0.00
b. _____		
c. _____		
d. _____		
TOTAL SUPPLEMENTAL EXPENDITURES (Should not be negative)		0.00

4. State and Local Expenditures to be Used for ESSA Annual Maintenance of Effort Calculation:

Results of this calculation will be used for comparison with 2021-22 expenditures. Failure to maintain the required 90 percent expenditure level on either an aggregate or per capita expenditure basis may result in reduction to allocations for covered programs in 2024-25.

a. Total Expenditures (B8)	33,279,272.12
b. Less Federal Expenditures (Total A2)	
[Revenues are used as proxy for expenditures because most federal revenues are normally recognized in the period that qualifying expenditures are incurred]	2,383,629.56
c. Subtotal of State & Local Expenditures	30,895,642.56
[a minus b]	
d. Less Community Services	0.00
[L2 Total]	
e. Less Capital Outlay & Debt Service	86,142.12
[Total B6 plus objects 7438 and 7439, less L1 Total, less objects 6600 and 6910]	
f. Less Supplemental Expenditures made as the result of a Presidentially	0.00

Declared Disaster

TOTAL STATE & LOCAL EXPENDITURES SUBJECT TO MOE

[c minus d minus e minus f]

\$ 30,809,500.44

Cover Sheet

Education Protection Act (EPA) Actuals

Section:	II. Finance
Item:	B. Education Protection Act (EPA) Actuals
Purpose:	Discussion & Potential Action - Vote
Related Material:	YVC EPA Actuals FY22-23

BACKGROUND:

- The Education Protection Account (EPA) provides schools with general purpose state aid funding pursuant to Section 36 of Article XIII of the California Constitution. The EPA funding is a component of a school's total Local Control Funding Formula (LCFF) entitlement as calculated in the Principal Apportionment.
- There are no statutory requirements on how EPA funds should be allocated and each LEA decides locally how to best allocate funds.

RECOMMENDATION:

- Consider the approval of the EPA Actuals.

Yosemite Valley Charter School
 Actual Expenditures through: June 30, 2023
 Resource 1400 Education Protection Account

Description	Object Codes	Amount
AMOUNT AVAILABLE FOR THIS FISCAL YEAR		
Local Control Funding Formula Sources	8010-8099	555,424.61
Federal Revenue	8100-8299	0.00
Other State Revenue	8300-8599	0.00
Other Local Revenue	8600-8799	0.00
TOTAL AVAILABLE		555,424.61
EXPENDITURES AND OTHER FINANCING USES		
Certificated Salaries	1000-1999	424,609.79
Classified Salaries	2000-2999	0.00
Employee Benefits	3000-3999	130,814.82
Books and Supplies	4000-4999	0.00
Services, Other Operating Expenses	5000-5999	0.00
Capital Outlay	6000-6599	0.00
Other Outgo (excluding Direct Support/Indirect Costs)	7100-7299	
	7400-7499	0.00
Direct Support/Indirect Costs	7300-7399	0.00
TOTAL EXPENDITURES AND OTHER FINANCING USES		555,424.61
BALANCE (Total Available minus Total Expenditures and Other Financing Uses)		0.00

Cover Sheet

Superintendent Divvy Expenses

Section:	II. Finance
Item:	C. Superintendent Divvy Expenses
Purpose:	Discussion & Potential Action - Informational
Related Material:	N/A

BACKGROUND:

- Part of the fiscal checks and balances process to ensure proper spending of school funds.
- This will be a monthly agenda item.
- Board review will be on the prior, not current month's transactions.
- There were no Divvy transactions for June, July, or August.

Cover Sheet

Revised Nurse Salary Schedule

Section:	II Finance
Item:	D. Revised Nurse Salary Schedule
Purpose:	Discussion & Potential Action - Vote
Related Material:	Nurse Salary Schedule - YV - September 2023

BACKGROUND:

- Due to the difficulty to fill and retain nurse positions, the salary schedule has been revised.

RECOMMENDATION:

- Consider the approval of the revised Nurse Salary Schedule.



Nurse Salary Schedule

STEP	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	18	21	24
SALARY	\$79,100	\$82,630	\$86,161	\$89,691	\$93,222	\$96,957	\$100,735	\$104,512	\$108,290	\$112,068	\$113,861	\$115,654	\$117,447	\$119,249	\$121,033	\$124,664	\$128,404	\$132,256

1. Annual Salary for Nurse positions are based on 205 workdays of a 12-month calendar. The 205 workdays is a minimum number of workdays, Staff may need to work additional days beyond the work calendar.
2. Annual Stipend Additions:
 - a. Master Stipend is \$1,000 paid in two installments in December and March
 - b. Annual Doctorate Stipend is \$3,000
 - c. NBC or Doctorate Differential is \$3,000 paid in two installments in December and March; The \$3,000 is inclusive of the \$1,000 Master Stipend
3. Annual Salary advancements for longevity are not guaranteed and are subject to the school's operational needs and/or budget approved by the School Board.

Cover Sheet

Absolute Charter Group (ACG) Scholarship

Section:	III. Academic Excellence
Item:	A. Absolute Charter Group (ACG) Scholarship
Purpose:	Discussion & Potential Action - Vote
Related Material:	ACG - Hardworker Scholarship Fund

BACKGROUND:

- The school's new financial back office provider, ACG, has a student scholarship opportunity for the Board to consider.

RECOMMENDATION:

- Consider the approval of the ACG Scholarship.



PUT YOUR ALL INTO ALL THAT YOU DO AND YOU’LL REAP THE REWARDS.

The Problem

Have you ever worked hard and not received the accolades that you deserve? There are others who feel the same way that you do. You’re not alone. No application. No essay. No perfect report card is needed. Hard work is the key to true success and stands as the one ingredient promoted by all of the world’s leading CEO’s, actors and athletes.

The Solution

This scholarship wants to reward you for your efforts. You’re not required to obtain straight A’s on your report card. You’re only required to give all of your efforts in your assignments, tests, projects and class participations.

All “hard workers” will be automatically entered for the chance to win a \$1,000 scholarship.



The scholarship will be provided to one student per year in each of grade levels of the three highest grade levels.

The scholarship will be awarded as a series EE savings bond and will require the recipient's parent to have a minor-linked account with the U.S. Treasury Department to allow the bond to be transferred to the student.

The scholarship will be awarded by the nomination of the teaching and administrative staff based on their individual opinions of who they have identified as the hardest worker and, to a lesser extent, documented improvement in grades received year-over-year, or during the course of the current year.

The scholarship will be received by the awardee no later than 45 days after the end of the school year for which it was awarded.

All decisions are final.

Cover Sheet

Fall School Report

Section:	III. Academic Excellence
Item:	B. Fall School Report
Purpose:	Presentation & Potential Discussion - Informational
Related Material:	N/A

BACKGROUND:

- The school will provide a report on how the new school year is going including:
 - Enrollment & Staffing
 - Staff PD
 - First month of school (Teachers, Curriculum/Ordering, etc.)
 - Back to School Events

RECOMMENDATION:

- The Board may consider requesting further information or a formal presentation at the next Board Meeting on these topics or other areas from other school departments.

Cover Sheet

Employee Handbook

Section:	IV. Operations
Item:	A. Employee Handbook
Purpose:	Discussion & Potential Action - Vote
Related Material:	Employee Handbook - YV

BACKGROUND:

- The school has updated the Employee Handbook for the current school year.

RECOMMENDATION:

- Consider the approval of the updated Employee Handbook.



EMPLOYEE HANDBOOK

~~2023-2024~~

Revised August 2023

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SECTION 1 – WELCOME

Welcome to Yosemite Valley Charter School!

We are happy to have you join us at Yosemite Valley Charter School (YVCS or School). We believe our school is truly unique. We serve a diverse group of talented and hardworking students. We regard the work we do as being of utmost importance. Therefore, we have very high expectations for professionalism and performance for each one of our employees. All employees should treat all individuals, including students, teachers, administrators, volunteers, and family members, with respect, and approach all situations as opportunities to learn.

This handbook has been written to provide you with an overview of YVCS, its personnel policies and procedures, and your benefits as a YVCS employee.

This handbook is intended to explain in general terms those policies that most often apply to your day-to-day work activities. This handbook cannot anticipate every situation or answer every question about employment, and it is not an employment contract. Employees are expected to read this handbook thoroughly upon receipt, to know and abide by the policies outlined herein, and as revised over time, throughout their employment. No YVCS guideline, practice, manual or rule may alter the “at-will” status of your relationship with YVCS.

In order to retain necessary flexibility in the administration of its policies, procedures and benefits, YVCS reserves the right to change, deviate from, eliminate, or revise the handbook, except for the at-will provisions, at any time, without notice, whenever YVCS determines that such action is warranted. For these reasons, we urge you to check with your supervisor to obtain current information regarding the status of any particular policy, procedure or practice. This handbook supersedes and replaces all previous personnel policies, practices and procedures.

We welcome you and wish you great success and fulfillment at YVCS.

SECTION 2 – GENERAL

This handbook has been written to serve as a guide for the employer/employee relationship. This handbook applies to faculty and staff at YVCS.

This handbook contains only general information and guidelines. It is not intended to be comprehensive or to address all the possible applications of, or exceptions to, the general policies and procedures described. For that reason, if you have any questions concerning eligibility for a particular benefit, or the applicability of a policy or practice to you, you should address your specific questions to your supervisor or Human Resources. You are responsible for reading, understanding, and complying with the provisions of this handbook. Our objective is to provide you with a work environment that is constructive to both personal and professional growth.

Neither this handbook nor any other YVCS document confers any contractual right, either express or implied, to remain in YVCS’ employ, nor does it guarantee any fixed term or condition of your employment. Except as otherwise provided in an executed employment agreement, your employment is not for any specified period of time and may be terminated at will, with or without cause and without prior notice, by YVCS or you may resign for any reason at any time.

No supervisor or other representative of YVCS except the Superintendent, with the approval of the

Board of Directors, has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the above. Further, the procedures, practices, policies and benefits described herein may be modified or discontinued from time to time with or without advance notice. We will try to inform you of any changes as they occur.

SECTION 3 – PHILOSOPHY

CORE PURPOSE

YVCS exists to inspire children to realize their potential to become extraordinary and active members of society.

CORE VALUES

The following three core values are what distinguish YVCS from other schools:

1. Mentoring – to inspire students to forge their paths in the world
2. Passionate – to strive for excellence
3. Collaborative – to be active, engaging, and contributing team members

PERMISSION-TO-PLAY VALUES

The following Permission-to-Play values are minimum behavioral standards that all employees must exhibit consistently:

1. Innovative
2. Dynamic
3. Results-oriented
4. Data-driven
5. Extraordinary
6. Confident
7. Energetic

STRATEGIC ANCHORS

To ensure success of our core purpose and core values, YVCS will use the following two strategic anchors to inform every decision the school makes and the basis for how decisions and actions will be evaluated:

1. Academic achievement through relevant curricula, clear expectations, and shared accountability
2. Relationship building through mentorship and consistent communication

School-wide Learning Outcomes

All students at YVCS strive to achieve the School-wide Learning Objectives (SLOs). Each year, YVCS will assess student progress towards attainment of the SLOs and review and revise the SLOs, as necessary. YVCS students will be:

1. Technologically proficient and will:

- a. Develop media literacy to analyze different information outlets and their influences.
- b. Navigate various online platforms and participate in virtual discussion.
- c. Use the Internet to acquire, organize, manipulate, interpret, and communicate information.
- d. Adapt, integrate and utilize various emerging online resources in order to compete in the workplace and connect with their passion.

2. Critical thinkers who will:

- a. Produce original products through written and/or oral work, problem solutions, or artistic presentation and/or performances.
- b. Problem solve through questioning, making inferences, predicting, and hypothesizing.
- c. Apply learned skills to new situations or problems.
- d. Take ownership of their learning and modify their performance based on feedback and assessment to attain their goals.
- e. Focus on learning state adopted standards and demonstrate mastery in core content areas as evaluated through standardized assessments. (CAASPP, STAR 360)

3. Effective communicators who will:

- a. Listen, speak, read, and write proficiently using standard English according to commonly accepted rubrics.
- b. Articulate thoughts, rationale and logic with confidence in oral presentation.
- c. Present work using a variety of media, including drawing, essays, short speech, or activity sheets.
- d. Contribute effectively in collaborations during office hour discussions or Jigsaw meetings.

4. Responsible and self-directed citizens who will:

- a. Set attainable personal and academic goals through the Individual Learning Plan and the Individualized Graduation Plan.
- b. Demonstrate integrity and respect within the academic and personal setting.
- c. Become active members of the community through community service and volunteering.
- d. Be cognizant of local and global issues.

SECTION 4 – EMPLOYMENT

EMPLOYMENT APPLICATIONS

We rely upon the accuracy of information contained in the employment application and the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may

result in exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

EQUAL EMPLOYMENT OPPORTUNITY

YVCS is an equal opportunity employer. In accordance with applicable law, YVCS prohibits discrimination against any employee or applicant for employment on the basis of an individual's protected status, including race/ethnicity (which includes, but is not limited to, traits historically associated with race, including, but not limited to, hair texture and protective hairstyles), color, religious creed (which includes, without limitation to religious dress and grooming practices), gender, gender identity, gender expression, color, national origin (which includes, but is not limited to, national origin groups and aspects of national origin, such as height, weight, accent, or language proficiency), ancestry, physical disability, mental disability, medical condition, age, sexual orientation, marital status, parental status, sex (which includes pregnancy, childbirth, breastfeeding, and related medical conditions), gender, gender identity/expression, military service, veteran status (including state and federal active and reserve members as well as those ordered to duty or training), immigration/citizenship status or related protected activities (which includes undocumented individuals and human trafficking), genetic information, protected medical leaves, domestic violence victim status, political affiliation, or any other consideration protected by applicable law. Also in accordance with applicable law, YVCS prohibits discrimination against any qualified disabled employee or applicant, against a disabled veteran, or against a veteran of the Vietnam era with a physical or mental disability. These categories include a perception that the individual has any of these characteristics or is associated with a person who has (or is perceived to have) any of these characteristics. YVCS will ensure that applicants and employees are treated in all aspects of employment without unlawful discrimination because of these or any other protected basis. Such aspects of employment include, but are not limited to, recruitment, hiring, promotion, demotion, transfer, layoff, termination, compensation, and training. Additionally, in accordance with applicable law, YVCS prohibits all forms of unlawful harassment of a sexual or other discriminatory nature. Any conduct contrary to this policy is prohibited. This policy applies to all applicants and employees of YVCS.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, YVCS will make a good faith effort to provide reasonable accommodations for the known physical or mental limitations of an otherwise qualified applicant or employee with a disability, unless undue hardship would result to YVCS. An applicant or employee who believes he or she requires an accommodation in order to perform the essential functions of the job should contact Human Resources and request such an accommodation, specifying what accommodation he or she needs to perform the job. YVCS will analyze the situation, engage in an interactive process with the individual, and respond to the individual's request. If you believe you have been subjected to discrimination, please follow the complaint procedure outlined below.

ANTI- HARASSMENT POLICY

It is the policy of YVCS to ensure equal employment opportunity without discrimination or harassment on the basis of race (which includes, but is not limited to, traits historically associated with race, including, but not limited to, hair texture and protective hairstyles), religious creed (which includes, without limitation, to religious dress and grooming practices), color, national origin (which includes, but is not limited to, national origin groups and aspects of national origin, such as height, weight, accent, or language proficiency), ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex (which includes pregnancy, childbirth, breastfeeding, and related medical conditions), gender, gender identity, gender

expression, age, sexual orientation, military or veteran status (including state and federal active and reserve members as well as those ordered to duty or training), immigration/citizenship status or related protected activities (which includes undocumented individuals and human trafficking), protected medical leaves, domestic violence victim status, political affiliation, or any other consideration made unlawful by federal, state, or local laws, ordinances, or regulations. These categories include a perception that the individual has any of these characteristics or is associated with a person who has (or is perceived to have) any of these characteristics.

YVCS prohibits any such discrimination or harassment. In addition, we prohibit abusive conduct/workplace bullying in the work environment. It is our mission to provide a professional work and learning environment free of harassment, discrimination and/or workplace bullying that maintains equality, dignity, and respect for all. This policy protects all employees of the School as well as interns, volunteers, and potential employees (applicants). All employees of the School are required to abide by this policy, regardless of position or status, including supervisors, administration, and co-workers. In addition, this policy prohibits unlawful harassment by third parties, including students, parents, vendors or other third parties, who have workplace contact with our employees. This policy applies to all applicants and employees (or other listed individuals), whether related to conduct engaged in by fellow employees or someone not directly connected to YVCS (e.g. an outside vendor, consultant or customer). Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business or field trips, meetings and business or school-related social events.

What is Harassment?

Harassment can take many forms. As used in this Employee Handbook, the terms “discrimination” and “harassment” includes all unwelcome conduct that comprises the following behavior pertaining to any of the above protected categories or characteristics:

- Offensive remarks, comments, jokes or slurs pertaining to an individual’s race, religion, sex, sexual orientation, gender or gender identity or gender expression, age, national origin or ancestry, disability, citizenship, veteran status, or any other protected status as defined by law or regulation whether verbally or by electronic means including email, and/or text messages
- Offensive sexual remarks, sexual advances, flirtations, or requests for sexual favors regardless of the gender of the individuals involved and whether verbally or by electronic means
- Offensive physical conduct, including, but not limited to, touching, blocking normal movement or interfering with another’s work regardless of the gender of the individuals involved, including, but not limited to threats of harm, violence or assault
- Offensive pictures, drawings or photographs or other communications, including email, text messages, or other forms of electronic communication
- Holding work functions in inappropriate venues, such as a strip-club • Sex or gender based practical jokes, sexual favoritism
- Threatening reprisals due to an employee’s refusal to respond to requests for sexual favors or for reporting a violation of this policy
- Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature, regardless of gender, when:
 - o Submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment;
 - o Submission to, or rejection of, such conduct by an individual is used as a basis for employment decisions affecting such individual;
 - o Such conduct has the purpose or effect of substantially interfering with the

individual's work performance or creating an intimidating, hostile or offensive working environment.

What is abusive conduct/workplace bullying?

- Conduct of an employee in the workplace that a reasonable person would find hostile, threatening, intimidating, humiliating and unrelated to an employer's legitimate business interests.
 - o Use of derogatory remarks, insults and/or epithets.
 - o Verbal or physical conduct that sabotages or undermines a person's work performance that is threatening, humiliating or intimidating.
- Bullying, gossip, profanity, abusive conduct and negative comments are destructive to our School culture, create false rumors, disrupt school operations and interfere with the privacy of others.

What is Retaliation?

Retaliation against an individual for reporting harassment, discrimination, abusive conduct or for participating in an investigation of a claim of such is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action. Acts of retaliation should be reported immediately and will be promptly investigated and addressed.

As used in this policy, "retaliation" means taking any adverse employment action against an employee because the employee engaged in protected activity pursuant to this policy. Protected activity may include, but is not necessarily limited to, opposing a practice or conduct the employee reasonably believes to be unlawful, reporting or assisting in reporting suspected violations of this policy, cooperating or participating in investigations or proceedings arising out of a violation of this policy, or engaging in any other activity protected by applicable law.

As used in this policy, an "adverse employment action" means conduct or an action that materially affects the terms and conditions of the employee's employment status or is reasonably likely to deter the employee from engaging in further protected activity. An adverse employment action may include, but is not limited to, the following: demotion, suspension, reduction in pay, denial of merit salary increase, failure to hire, refusing to promote, denying employment opportunities, changing work assignments or otherwise treating an employee differently.

Any retaliatory adverse action because of a protected activity will not be tolerated. If an employee believes he/she has been subjected to, has witnessed, or has knowledge of retaliation in violation of this policy, please follow the complaint procedure outlined below.

Responsibility

All YVCS employees have a responsibility for keeping our work environment free of harassment, discrimination, retaliation and abusive conduct in accordance with this policy.

Reporting

YVCS encourages reporting of all perceived incidents of discrimination, harassment, abusive conduct or retaliation, regardless of the offender's identity or position. Individuals who believe that they have been subjected to such conduct should immediately discuss their concerns with their immediate supervisor, the Superintendent or Human Resources. Do not report your complaint to any individual who has allegedly engaged in the inappropriate behavior that is the subject of your complaint. In addition, YVCS encourages individuals who believe they are being subjected to such conduct to promptly advise the offender that his or her behavior is unwelcome and request that it be discontinued. Often this action alone will resolve the problem. YVCS recognizes, however, that

an individual may prefer to pursue the matter through formal complaint procedures. Every effort will be made to keep such reports as confidential as possible, although confidentiality cannot be guaranteed. YVCS is serious about enforcing its policy against harassment; however, YVCS cannot resolve a harassment problem that it does not know about. Therefore, employees are responsible for bringing any such problems to YVCS' attention so it can take whatever steps are necessary to correct the problems.

Supervisors must report any and all conduct of which they are made aware, which violates, or may violate, policies regarding discrimination, unlawful harassment, or retaliation to Human Resources, the Superintendent or the Chair of the Board of Directors, if appropriate. Supervisors who fail to report alleged violations may be subject to disciplinary action, up to and including termination.

Investigation/Complaint Procedure

All complaints of harassment, discrimination, retaliation or abusive conduct will be promptly investigated.

YVCS encourages the prompt reporting of complaints or concerns so that rapid and appropriate remedial action can be taken before relationships become irreparably strained. Therefore, while no fixed reporting period has been established, early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment.

YVCS' investigation methods will vary depending on the nature of the complaint, the allegations, the witnesses, and other factors. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge. All complaints will be handled as confidentially as possible and information will be disclosed only as it is necessary to complete the investigation and resolve the matter.

All employees are required to fully cooperate with YVCS' investigation, which includes, but is not limited to, providing all pertinent information in a truthful manner, submitting pertinent documents in their possession, not interfering with the investigation in any manner, and maintaining an appropriate level of discretion regarding the investigation. Failure to do so may result in disciplinary action, up to and including termination.

During the investigation, YVCS will provide regular progress updates, as appropriate, to those directly involved. YVCS will strive to complete its investigation as efficiently as possible in light of the allegations and will reach any conclusions based on the evidence collected and credibility of the witnesses.

YVCS may investigate conduct in the absence of a formal complaint if YVCS has reason to believe that an individual has engaged in conduct that violates YVCS policies or applicable law. Further, YVCS may continue its investigation even if the original complainant withdraws his or her complaint during the course of the investigation.

Any conduct which YVCS believes constitutes harassment, discrimination, abusive conduct, or retaliation in violation of this policy will be dealt with appropriately. Corrective action may include, for example, training, referral to counseling and/or disciplinary action such as warning, reprimand, withholding of a promotion or pay increase, reassignment, temporary suspension without pay or termination, as YVCS believes appropriate under the circumstances. Due to privacy protections, YVCS may not be able to fully disclose its entire decision regarding corrective action to the complainant. False and malicious complaints of harassment, discrimination, abusive

conduct, or retaliation as opposed to complaints, which, even if erroneous, are made in good faith, may be the subject of appropriate disciplinary action.

Title IX provides for separate processes and procedures for sexual harassment and sexual assault when the type of conduct falls within the definitions of sexual harassment and sexual assault as provided in 34 C.F.R. § 106.30. In addition, the conduct must have taken place at school locations, events, or circumstances over which the School exercised substantial control over both the individual who has been accused of sexual harassment and/or assault and the context in which the sexual harassment occurs. For these types of complaints, the School will follow the Title IX policy processes and procedures, which may be found in the School's Title IX grievance policy. If the conduct does not fall within Title IX, this policy will be followed. There may be instances where the conduct falls within both policies and the School will follow both policies. The School's Title IX Coordinator is:

Title IX Coordinator – Stephanie Johnson
Email – Stephanie.johnson@centralvcs.org
Phone Number: 559-289-7069

Conclusion

This policy was developed to ensure that all employees could work in an environment free from harassment, discrimination, abusive conduct and retaliation. YVCS will make every reasonable effort to ensure that all concerned are familiar with these policies and aware that any complaint in violation of such policies will be investigated and resolved appropriately. Any employee who has questions or concerns about these policies should talk with Human Resources or the Superintendent.

Finally, these policies should not, and may not, be used as a basis for excluding or separating individuals of a particular gender, or any other protected characteristic, from participating in business or work-related social activities or discussions. In other words, no one should make the mistake of engaging in discrimination or exclusion in order to avoid allegations of harassment. The law and the policies of YVCS prohibit disparate treatment on the basis of sex or any other protected characteristic, with regard to terms, conditions, privileges and prerequisites of employment. The prohibitions against harassment, discrimination, abusive conduct, and retaliation are intended to complement and further those policies, not to form the basis of an exception to them.

If you believe you have experienced discrimination, harassment, or abusive conduct you may file a Department of Fair Employment and Housing (“DFEH”) or Equal Employment Opportunity Commission complaint. For information contact the DFEH or EEOC. You may find their phone numbers in the phone directory.

Training Requirements

YVCS requires all employees to abide by California's training requirements, which includes training within six months of hire and retraining every two years thereafter. Employees who fail to complete this required training will be subject to disciplinary action, up to and including termination.

AT WILL EMPLOYMENT

We believe that an employment relationship is successful as long as both parties are mutually

satisfied. Accordingly, both you and YVCS will have the right to terminate your employment and all related compensation and benefits at any time, with or without cause and with or without notice. In addition, YVCS may eliminate or change any term or condition of your employment (including but not limited to your job assignment, duties, or salary) at will, at any time, for any reason not prohibited by law, with or without cause and with or without previous notice. YVCS has the right due to certain State tax obligations, we would prefer our employees to reside in the state of California.

This is called “employment at will,” and no one other than the Superintendent of YVCS with the approval of the Board of Directors, has the authority to alter your employment at-will status, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to this policy. Further, any such agreement must be in writing and must be signed by the Superintendent. Statements of specific grounds for termination set forth in this Handbook, or elsewhere, are not all-inclusive and are not intended to restrict YVCS’ right to terminate at-will.

OPEN COMMUNICATION POLICY

We want to hear from you. YVCS strongly encourages employee participation in decisions affecting their employment and their daily professional responsibilities. Our greatest strength lies in our employees and our ability to work together. We encourage open communication about all aspects of our school and organization. Employees are encouraged to openly discuss with their supervisors any problems or suggestions they believe would make our organization better and stronger. YVCS is interested in all our employee’s success and fulfillment. We welcome all constructive suggestions and ideas.

Employees who have work-related concerns or complaints are encouraged to discuss them with their supervisor or the Superintendent. Employees are encouraged to raise their work-related concerns as soon as possible after the events that cause concern. YVCS will attempt to keep the employee’s concerns and complaints and any resulting investigation confidential to the extent feasible. However, in the course of an investigation and/or in resolving the matter, some dissemination of information to others may be necessary, appropriate, and/or required by law. Employees with concerns or complaints relating to harassment, discrimination or retaliation should follow the reporting procedure outlined in this Handbook.

LACTATION ACCOMMODATION POLICY

YVCS provides a reasonable amount of break time to accommodate a female employee’s need to express breast milk for the employee’s infant child. The School will also make a reasonable effort to provide the employee with the use of a room or other location in close proximity to the employee’s work area for the employee to express milk in private.

The School reserves the right to deny an employee’s request for a lactation break if the additional break time will seriously disrupt operations.

Employees requesting an accommodation under this policy should comply with the following requirements:

1. The employee should complete an accommodation request form and contact the employee’s supervisor or Human Resources to request designation of a location and time to express breast milk under this policy.

2. The requested break time should, if possible, be taken concurrently with other scheduled break periods. Nonexempt employees should clock out for any lactation breaks that do not run concurrently with normally scheduled rest periods. Any such breaks will be unpaid.

Retaliation for making a lactation accommodation request is strictly forbidden. If the employee believes she has been retaliated against it should be reported immediately to her supervisor, Human Resources or Superintendent. Discrimination against and harassment of lactating employees in any form is unacceptable, a form of prohibited sex/gender discrimination, will not be tolerated at YVCS and will be handled in accordance with YVCS' policy on discrimination and harassment.

PUBLIC RELATIONS

The success of a school depends upon the quality of the relationship among the school, its employees, students, parents and the general public. The public impression of YVCS and its interest in our school will be formed in part, by YVCS employees. Our employees are ambassadors. The more goodwill an employee promotes, the more employees, students, parents and the general public will respect and appreciate the employee, YVCS, and our School's services.

Below are several things employees can do to help leave people with a good impression of YVCS. These are the building blocks for our continued success:

- Communicate with parents regularly.
- Act competently and deal with others in a courteous and respectful manner.
- Communicate pleasantly and respectfully with other employees at all times.
- Follow up on requests and questions promptly, provide business-like and personable replies to inquiries and requests, and perform all duties in an orderly manner.
- Respond to email and voicemail within 24 hours during the workweek.
- Take great pride in your work and enjoy doing your very best.

WHISTLEBLOWER POLICY

YVCS is committed to maintaining a workplace where employees are free to raise good faith concerns regarding certain business practices, specifically: (1) reporting suspected violations of law, including but not limited to federal laws and regulations; (2) providing truthful information in connection with an inquiry or investigation by a court, agency, law enforcement, or other governmental body; and (3) identifying potential violations of YVCS policy, specifically the policies contained in YVCS' Employee Handbook.

An employee who wishes to report a suspected violation of law or YVCS Policy may do so by contacting the Superintendent, Assistant Superintendent or Human Resources.

YVCS expressly prohibits any form of retaliation, including harassment, intimidation, adverse employment actions, or any other form of retaliation, against employees who raise suspected violations of law, cooperate in inquiries or investigations, or identify potential violations of YVCS policy. Any employee who engages in retaliation will be subject to discipline, up to and including termination.

Any employee who believes that he or she has been subjected to any form of retaliation as a result of reporting a suspected violation of law or policy should immediately report the retaliation to one of the following: the Superintendent, Assistant Superintendent or Human Resources. Any supervisor, manager, or human resources staff member that receives complaints of retaliation must immediately inform the Superintendent or Chair of the Board of Directors, if appropriate.

Reports of suspected violations of law or policy and reports of retaliation will be investigated promptly and in a manner intended to protect confidentiality as much as possible (although confidentiality cannot be guaranteed) and consistent with a full and fair investigation. Human Resources and a member of YVCS' administration will conduct the investigation or designate other internal or external parties to conduct the investigations. The investigating parties will notify the concerned individuals of their findings as appropriate.

SECTION 5 – THE EMPLOYMENT PROCESS

EMPLOYEE STATUS AND CLASSIFICATIONS

Each YVCS employee is either a “full-time,” “part-time,” or “temporary” employee and either an “exempt” or “non-exempt” employee. Some of the policies and benefits described in this handbook depend on whether the employee is full-time or part-time. Full-time employees are those employees regularly scheduled to work 30 or more hours or more each week. Part-time employees are those regularly scheduled to work less than 30 hours each week. Temporary employees are those employed for short-term assignments or in connection with a specific project or event. Temporary employees are not eligible for employee benefits, except those mandated by applicable law.

Every member of the team is designated as a “Certificated employee” or “Classified employee.” Some of the policies and benefits described in this handbook depend on how the employee is designated.

Exempt

This category includes all regular employees who are determined by the School to be exempt from certain wage and hour provisions of state and federal laws. Exempt employees are paid a fixed salary that is intended to cover all of the compensation to which they are entitled. Exempt employees will be expected to work the number of hours necessary to complete their assigned responsibilities. Because they are exempt, such employees are not entitled to additional compensation for extra hours of work. Typically, full-time Teachers and Administrators are exempt employees.

Non-Exempt

This category includes all regular employees who are covered by certain wage and hour provisions of state and federal laws. Non-exempt employees are entitled to overtime and doubletime pay as well as meal and rest breaks, as prescribed by law. Typically, all part-time and temporary employees are non-exempt. Additionally, most Classified staff are typically non-exempt employees.

Certificated Employee

Certificated Employees are teachers and administrators. Teachers are B-Basis (11 Months) or C Basis (10 Months) employees. Administrators are A-Basis (12 Months).

Classified Employee

Classified Employees include those employees hired by YVCS that do not primarily instruct students, nor require state certification, such as maintenance, assistants and other operational employees. Full-time Classified employees are A-Basis (12 Months), B-Basis (11 Months), D Basis (11 months) or C-Basis (10 Months) employees.

WORK SCHEDULES

All employees will be assigned a work schedule suitable for their job assignment and will be expected to begin and end work according to the schedule. Please note that schedules may vary depending on a variety of factors including whether you work during the academic year or on an annual basis. The Superintendent or your supervisor will assign your individual work schedule. In order to accommodate the needs of our business, it may be necessary to change individual work schedules on either a short-term or long-term basis. All employees are expected to be at their desks or workstations at the start of their scheduled shift, ready to work. If you need to modify your schedule, request the change with Human Resources or your supervisor. All schedule changes or modifications must be approved by the Superintendent.

YVCS reserves the right to assign employees to jobs other than their usual assignment when necessary, provided the employee is capable of performing the essential functions of the alternate assignment.

Non-exempt employees are not to work before or to continue working after their scheduled hours unless specifically assigned by the supervisor. Non-exempt employees are not allowed to work “off the clock.” Attendance at School-sponsored functions is not compensated unless the supervisor has required you to attend. Employees violating these rules may be subject to disciplinary action up to and including termination.

WORKWEEK AND WORKDAY

YVCS’ workweek is from Sunday at 12:00 A.M. through the following Saturday at 11:59 P.M. YVCS’ standard workday is 12:00 A.M. to 11:59 P.M. (midnight) each day.

SPECIAL VIRTUAL CLASSROOM EMPLOYMENT CONDITIONS

Position Responsibilities:

1. Teachers may be assigned a “Virtual Class” or “Virtual Classes”
2. Teachers are provided, at YVCS’ expense, a computer capable of maintaining a high speed internet connection for their entire virtual class.
3. Teachers must be available each school day from 8:00 a.m. – 5:00 p.m. by internet and/or phone.
4. Teachers **may** be required to conduct a virtual classroom session **up to** two (2) hours per day for grades TK – 8 and **up to** three (3) hours per day for grades 9 – 12.

5. Teachers must have access to a phone for calling/responding to students/parents during the teacher's scheduled time within two (2) hours by phone or four (4) hours by internet.

6. Teachers will use the tracking and monitoring system integrated into the student's assigned course. Teachers will provide continual monitoring of the student's progress and their scheduled benchmarked progress status.

7. Teachers will be responsible for all virtual school required record keeping and reporting.

Training:

Teachers are required to attend training sessions hosted virtually or in-person. Mileage reimbursement will follow standard YVCS protocols and procedures.

Worksites:

Most classes will be held virtually. Teachers may work from home.

ATTENDANCE AND PUNCTUALITY

Employees are expected to observe regular attendance and be punctual. Each of our employees is critical to our success. Therefore, regular attendance and punctuality is considered an essential function of all positions. If you are unable to report for work on any particular day, you must call your supervisor at least one hour before the time you are scheduled to begin working for that day. If you call in less than one hour before your scheduled time to begin work, you will be considered tardy for that day. Absent extenuating circumstances or a medical provider's order excusing you from work for a period of time, you must call in on any day you are scheduled to work and will not report to work. The School understands that in some cases, advance notice is not possible. In these cases, notify your supervisor personally at the earliest possible moment. In some circumstances, you may be required to provide verification of the reason or documentation for your absence.

More than three instances of tardiness by a non-exempt employee or instructional employee during any twelve-month period are considered excessive. Any unexcused absence is considered excessive.

If you fail to report for work without any notification to your supervisor and the absence continues for a period of three business days, the School will determine that you have abandoned your job and voluntarily terminated your employment.

PROFESSIONAL DEVELOPMENT

Employees are expected to attend and participate in all professional development sessions and other school sponsored trainings that may be scheduled. While we understand that scheduling conflicts may arise, consistent tardiness, absenteeism and early departures may result in disciplinary action.

When an employee attends a School sponsored professional development and/or training, the time spent in attendance shall be counted as time worked. All employees are required to sign-in and out for the purpose of record keeping. These records will serve as the official roster of attendance.

YVCS will pay hourly employees for attendance at mandatory trainings, lectures and meetings outside of regular working hours at the employee's hourly rate. As exempt employees, salaried staff may be required to attend training seminars that may be outside of YVCS' normal business

hours with no additional pay.

In the event that an employee must leave early or is unable to attend a scheduled training (i.e. Professional Development sessions), during their normal work hours, an employee **MUST** put in a time-off request according to the time-off policy. Employees may also be required to attend make-up sessions of any missed training.

Failure to comply with this policy may result in disciplinary action.

TIME RECORDS (NON-EXEMPT EMPLOYEES)

Non-exempt employees must accurately complete time records within the School's time keeping system on a daily basis. Each time record must show the exact time work began and ended, the meal periods taken, and your signature. Absences and overtime must be accurately identified on your time record. Non-exempt employees are not allowed to work "off the clock." All time actually worked must be recorded. You cannot record time and/or submit a time record for another employee. Each employee must sign and submit his or her own time record. Employees must record all time actually worked.

Exempt employees must report full days of absence from work. Deductions from an exempt employee's salary will be made only in accordance with applicable law. Employees should immediately contact Human Resources with any questions concerning their pay so that inadvertent errors can be corrected.

OVERTIME

All non-exempt employees are required to obtain approval from their supervisor prior to working overtime or double time. Failure to obtain such approval may subject an employee to discipline, up to and including termination. However, in all cases, the School will compensate its non-exempt employees for all hours worked.

OFF THE CLOCK WORK

YVCS prohibits all non-exempt employees from working off the clock at any time. All time worked must be recorded on the employee's timesheet. This includes the use of laptops, computers, PDAs or cell-phones to check work email, voicemail or to send text messages after hours.

MEAL AND REST PERIODS (NON-EXEMPT EMPLOYEES)

All non-exempt employees are provided with an opportunity to take meal and rest periods consistent with the law. During your meal periods and rest periods, you may not work at all. You are excused from all duties. In addition, please understand that you may not combine required meal or rest periods in order to take a longer break. Also, you may not miss a required meal or rest period in order to start work later or leave work earlier. In the rare event that you believe you cannot take a meal or rest period, or you are unable to take a full meal or rest period pursuant to School policy or you must begin your meal period more than five hours after your work period began, you must notify Human Resources in advance whenever possible (and, in any event, as soon as possible) so that the proper measures may be taken.

Failure to comply with the School's policy regarding meal and/or rest periods can lead to

discipline, up to and including termination

Meal Periods

Non-exempt employees (hourly employees) scheduled to work more than five hours in a day are given a 30-minute duty-free unpaid meal period. The meal period must be taken before the end of the fifth (5th) hour of work. For example, if the employee begins working at 7:00 a.m., then the employee must clock out to begin his or her meal period no later than 12:00 p.m. (noon). The employee may waive this meal period if his/her workday will be completed within a total of six hours or less. To waive a meal period, the employee must receive prior written approval from their supervisor and complete a “Meal Period Waiver” form.

If an employee’s day exceeds ten hours of work time, the employee is entitled to an additional 30-minute duty-free meal break. The employee only may waive this second meal period if he/she has taken the required first meal break of at least 30 minutes and his/her workday will not exceed 12 hours. To waive the second meal period, the employee must receive prior written approval from their supervisor and complete a “Second Meal Period Waiver” form.

Non-exempt employees must observe assigned working hours, the time allowed for meal periods, and report any missed, late or short meal periods on that days’ time record and to the employee’s supervisor immediately. The meal period must be accurately recorded on the employee’s time sheet. Meal periods are unpaid time and employees are free to leave the premises. Meal periods may not be combined with rest periods or used to come in later or leave earlier on a workday.

Rest Periods

Non-exempt employees are authorized and permitted to take a 10-minute rest period for each four (4) hours of work or major portion thereof. Your supervisor may schedule your rest periods. Rest periods should be taken as close to the middle of a work period as possible and cannot be taken in conjunction with a meal period. Rest periods are paid work time; they cannot be waived by the employee in order to shorten the workday or used towards additional time off.

Hours Worked Number of Rest Periods

3.5 hours to 6 hours 1, 10-minute rest period

Over 6 hours to 10 hours 2, 10-minute rest periods

Over 10 hours to 14 hours 3, 10-minute rest periods

Non-exempt employees must observe assigned working hours, the time allowed for rest periods, and report any missed rest period immediately as set forth below. Employees are encouraged to report any concerns regarding meal or rest periods to Human Resources.

Reporting Missed, Late or Short/Interrupted Meal and Rest Periods

Any employee who misses a meal or rest period or who experiences a late, short, or interrupted meal period – for any reason – must immediately report this issue in writing (via email) to Human Resources on the same workday that he or she experienced the non-compliant meal or rest period. The employee must include a description providing a thorough explanation for the non-compliant meal or rest period.

If an employee voluntarily chooses to miss a meal or rest period or take a late, short, or interrupted meal period (e.g., I chose to take my lunch later in the day or I chose to refuse an “authorized” meal period at the time provided by YVCS), the employee is not entitled to premium pay (one additional hour of pay). If an employee involuntarily experiences a missed meal or rest period or a late, short,

or interrupted meal period (e.g., my supervisor asked me to handle a client call or meeting that caused me to miss or take a late meal period), the employee is entitled to premium pay. Employees must report the reason for the non-compliant meal or rest period to Human Resources.

PAYDAYS

Employees are paid semi-monthly in accordance with the School's payroll schedule. The Payroll Coordinator or his or her designee will distribute checks to those who do not have direct deposit. If a normally scheduled pay day falls on a weekend or holiday, paychecks will be distributed the preceding business day.

A written, signed authorization is required for mail delivery or for delivery of your paycheck to any other person. If you have automatic deposit for your paycheck, your funds will be deposited to the financial institution you requested by the end of business on the scheduled payday. While an automatic deposit may actually credit to your account before your actual "payday," the School is not responsible for automatic payments or withdraws dated prior to your actual payday and you should not depend on early deposits of your pay.

If a wage garnishment order is received by YVCS for one of our employees, we are obligated by law to comply with the demand. The affected employee will receive notice from his or her supervisor or Human Resources as soon as possible.

PAY PERIODS

24 pay periods

Classified or Certificated employees who work year-round. No time is taken off work unless you are on PTO or sick leave. You are paid 24 times a year. You are paid the 10th and 25th of every month.

~~23 pay periods~~

~~Classified or Certificated employees whose work calendar includes 2 weeks off during the summer break. No other time is taken off work unless you are on PTO or sick leave. You are paid 23 times a year. You are paid on the 10th and 25th from 8/10 to 7/10 of the following year.~~

~~21 Pay periods~~

~~Classified or Certificated employees whose work calendar includes four or more weeks off during the summer.~~

- ~~• Classified employees on this work calendar receive PTO to utilize the rest of the year, federal holidays, and receive 10 days of sick time a year~~
- ~~• Certificated employees on this work calendar do not receive PTO, but do receive regular holidays (Thanksgiving, Christmas, Spring Break) as well as federal holidays throughout the school year~~

Team members on this work calendar are paid ~~24~~²³ times a year. You are compensated on the 10th and 25th of the month from ~~08/25~~^{08/25} to ~~06/130~~^{06/130} of the following year.

PAYROLL WITHHOLDINGS

YVCS is required by law to withhold Federal Income Tax, State Income Tax, Social Security

(FICA), State Teachers Retirement Service (STRS for eligible credentialed faculty) and State Disability Insurance from each employee's paycheck as outlined below. Additionally, if a garnishment, tax levy, or an order to withhold child support payments should be delivered, YVCS must comply with that order within the time allowed by law, and cannot postpone the payroll deduction for any reason. Voluntary deductions, which must be authorized in writing by employees, may include retirement plans, employee portion of insurance premiums, or any other benefit made available to employees.

If an employee believes an error has been made in his or her pay or deductions, YVCS will work in good faith to resolve errors as soon as possible. The employee should notify the Payroll Coordinator or his or her designee of any errors in pay or deductions withheld within seven (7) days from the date paid.

Every deduction from the employee's paycheck is explained on the check voucher/paystub. If the employee does not understand the deduction, then he or she should ask Human Resources to explain it. The employee may change the number of withholding allowances he or she wishes to claim for Federal and/or State Income Tax purposes before any pay period by filling out a new W4 form and submitting it to Human Resources.

SECTION 6 - CONDITIONS OF EMPLOYMENT

IMMIGRATION LAW COMPLIANCE

YVCS employs only those authorized to work in the United States in compliance with the Immigration and Control Act of 1986. Each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present original documentation establishing identity and employment eligibility as outlined on the I-9 instruction forms. Former employees who are rehired must also complete the form if they have not completed an I-9 with YVCS within the past three years or if their previous I-9 is no longer retained or valid.

CREDENTIAL REQUIREMENTS

If you are a credentialed team member, you must provide copies of your credential, official transcripts, and/or test scores prior to your first day of actual work. Failure to provide these documents may delay your ability to begin work.

You are also responsible for keeping required certificates, credentials, and registrations current and in good standing, for paying the costs associated with renewal, and for providing both your Superintendent and the School with verification of renewals. Failure to provide these updated documents to the School may result in suspension without pay until such time as the necessary documentation has been provided.

If a teacher fails to obtain the appropriate credential, or allows a credential, certificate, registration, or required course deadline to expire, or fails re-certification, training, or testing, the School reserves the right to suspend the teacher without pay until the teacher's credential is cleared, or release the teacher from at-will employment as necessary.

TUBERCULOSIS TEST

Before the first day of employment, all new employees must have had a tuberculosis test as described in Education Code 49406 or a TB Risk Assessment (pursuant to AB1667) within the past 60 days. Employees transferring from other public or private schools within the State of California must either provide proof of an examination or a completed Risk Assessment within the previous 60 days or a certification showing that he or she was examined within the past four (4) years and was found to be free of communicable tuberculosis. The current physician's statement or Risk Assessment must be on file in the office before the first day of employment. Failure to provide documentation on time may result in delay of your ability to begin work or termination.

TB Clearance is good for four years and it is the employee's responsibility to remain in compliance and ensure the School has a valid certificate on file.

CRIMINAL BACKGROUND CHECK

As required by law, all individuals working or volunteering at the School will be required to submit to fingerprinting and a criminal background investigation.

The School shall, on a case-by-case basis, determine whether a volunteer will have more than limited contact with pupils or consider other factors requiring a criminal background check for such a volunteer.

CHILD ABUSE AND NEGLECT REPORTING ACT

Since our employees work directly with children, they are in a position to detect instances of child abuse and neglect. It is YVCS' policy that all School employees shall comply with the California State law regarding child abuse reporting procedures. Section 11166 of the California Penal Code mandates the reporting to designated authorities of cases of suspected child abuse as follows:

“Any child care custodian, health practitioner, or employee of a child protective agency who has knowledge of or observes a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse shall report the known or suspected instance of child abuse to a child protective agency immediately or as soon as practically possible by telephone and shall prepare and send a written report thereof within 36 hours of receiving the information concerning the incident.”

While each employee has the responsibility to ensure the reporting of any child he/she suspects is a victim of abuse, the employee is not to verify the suspicion or prove that abuse has occurred. Teachers or staff who become aware of suspected child abuse should report the suspicions as required.

It is extremely important that YVCS' employees comply with the requirements of the Child Abuse and Neglect Reporting Act (CANRA). No mandated reporter can be held civilly or criminally liable for any report required or authorized by CANRA. In addition, any other person who voluntarily reports a known or suspected incident of child abuse or neglect will not incur civil or criminal liability unless it is proven that the report was false and the person knew the report was false or made the report with reckless disregard of its truth or falsity.

Your direct supervisor is available to answer any questions employees may have about their responsibilities under CANRA, or to assist an employee in making a report under CANRA. If an employee makes a report pursuant to CANRA without YVCS' assistance, he or she is required to notify YVCS of the report if it is based on incidents he or she observed or became aware of during

the course and scope of his or her employment with YVCS.

PERSONNEL FILES

An employee or former employee (or designee) has the right to inspect or receive a copy of his or her personnel records at reasonable times, at a reasonable place, and on reasonable advance notice to Human Resources. All requests should be put in writing preferably on the form maintained by YVCS. If the request includes a request for copies the employee or former employee may be required to pay for the actual costs of copying. Employer will respond to such a request within 30 days of receipt of the written request.

Employees are not entitled to inspect or copy: letters of reference, records that relate to an investigation of possible criminal activity, ratings, reports, or records obtained prior to employment, prepared by examination committee members or obtained in connection with a promotional examination.

CHANGES IN EMPLOYEE INFORMATION

An employee is responsible for notifying Human Resources about changes in the employee's personal information and changes affecting the employee's status (ex. name changes, address or telephone number changes, marriages or divorces, etc.). This notification by the employee must occur as close to the change as possible, but no later than 30 days following the change.

SECTION 7 – PERFORMANCE

PERFORMANCE EVALUATIONS

Performance evaluations generally are conducted annually to provide both employees and supervisors with the opportunity to discuss the employee's position, tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss methods for improving performance. The performance evaluations are intended to make employees aware of their progress, areas for improvement, and objectives or goals for future work performance. Favorable performance evaluations do not guarantee an increase in salary or promotional opportunities, or even continued employment. Salary increases and promotions are solely within the discretion of YVCS and depend upon many factors in addition to performance.

Teachers:

At the start of each academic year, each Teacher will meet with their Regional Coordinator to establish Performance Objectives or SMART Goals for that school year. The Teacher will put these objectives in writing in accordance with a template to be provided by the Regional Coordinator.

The Regional Coordinator will generally evaluate the Teacher's performance at least once a year formally and on an ongoing basis informally. The evaluation will be based on factors including the Teacher's job description, accomplishment of the Performance Objectives, the YVCS' charter, and standards for teaching performance developed by the Superintendent, the YVCS' Board of Directors, and/or other YVCS staff.

In addition to these more formal performance evaluations, YVCS encourages you and your supervisor to discuss your job performance on an ongoing basis.

YVCS' provision of performance evaluations does not alter the at-will employment relationship. Nothing in this policy shall limit the right to terminate employment at-will or limit YVCS' right to transfer, demote, suspend, administer discipline, and change the terms and conditions of employment at its sole discretion. Employment is at the mutual consent of the employee and YVCS. Accordingly, either the employee or YVCS can terminate the employment relationship at-will, at any time, with or without reason and with or without notice.

Classified Staff:

Formal evaluations are generally held once each year. You will be provided a copy of the evaluation tool and as part of the process you will do a self-evaluation. Your supervisor may schedule your evaluation time in advance so that you are prepared for the process.

In addition to these more formal performance evaluations, YVCS encourages you and your supervisor to discuss your job performance on an ongoing basis.

SECTION 8 – LEAVES

FAMILY MEDICAL LEAVE ACT/CALIFORNIA FAMILY RIGHTS ACT¹

Eligible employees may request a family and medical leave of absence under the circumstances described below. Eligible employees are those who have been employed by the School for at least 12 months (not necessarily consecutive), have worked at least 1250 hours during the 12 months immediately prior to the family and medical leave of absence, and are employed at a worksite where there are 50 or more employees of the School within 75 miles.

Ordinarily, you must request a planned family and medical leave at least 30 days before the leave begins. If the need for the leave is not foreseeable, you must request the leave as soon as possible. You should use the School's request form, which is available upon request from Human Resources. Failure to comply with this requirement may result in a delay of the start of the leave.

A family and medical leave may be taken for the following reasons:

1. The birth of an employee's child or the placement of a child with the employee for foster care or adoption, so long as the leave is completed within 12 months of the birth or placement of the child;
2. The care of the employee's spouse, child, parent, or registered domestic partner with a "serious health condition";
3. The "serious health condition" of the employee;
4. The care of the employee's spouse, child, parent, or next of kin who is a member of the Armed Forces, including a member of the National Guard or Reserves, and who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or
5. Any qualifying exigency as defined by the applicable regulations arising out of the fact that the employee's spouse, child, or parent is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.

A "serious health condition" is one that requires inpatient care in a hospital or other medical care facility or continuing treatment or supervision by a health care provider. You may take a leave

under paragraph (2) above only if due to a serious health condition, your spouse, child, parent, or registered domestic partner requires your care or assistance as certified in writing by the family member's health care provider. If you are seeking a leave under paragraph (3) above, you must provide the School with a medical certification from your health care provider establishing eligibility for the leave, and you must provide the School with a release to return to work from the health care provider before returning to work. You must provide the required medical certification to the School in a timely manner to avoid a delay or denial of leave. You may obtain the appropriate forms from Human Resources.

Family and medical leave is unpaid and may be taken for up to 12 workweeks during the designated 12-month period (with the exception of qualifying leaves to care for a member of the Armed Services who has a serious illness or injury, which may be taken for up to a total of 26 workweeks of leave during a single 12-month period). The 12-month period will be defined as a "rolling twelve months" looking backward over the preceding 12 months to calculate how much family and medical leave time has been taken and therefore determine the amount of leave that is available. Qualifying leaves to care for a member of the Armed Services who has a serious illness or injury will be calculated on the 12-month period looking forward. All time off that qualifies as family and medical leave will be counted against your state and federal family and medical leave entitlements to the fullest extent permitted by law.

You will be required to use any available PTO during unpaid family and medical leave. You will also be required to use any available paid sick leave during unpaid family and medical leave that is due to your own or a family member's serious health condition. However, if an employee is receiving benefit payments pursuant to a disability insurance plan (such as California's State Disability Insurance plan or Paid Family Leave program) or workers' compensation insurance plan, the employee and the School may mutually agree to supplement such benefit payments with available PTO and/or paid sick leave.

Benefit accrual, such as PSL, PTO, and holiday benefits, will be suspended during the approved leave period and will resume upon return to active employment. During a family and medical leave, group health benefits will be maintained as if you were continuously employed. However, you must continue to pay your share of applicable premiums (for yourself and any dependents) during the leave.

If you do not return to work on the first workday following the expiration of an approved family and medical leave, you will be deemed to have resigned from your employment. Upon returning from such a leave, you will normally be reinstated to your original or an equivalent position and will receive pay and benefits equivalent to those you received prior to the leave, as required by law. In certain circumstances, "key" employees may not be eligible for reinstatement following a family and medical leave. The School will provide written notice to any "key" employee who is not eligible for reinstatement.

If you have any questions concerning, or would like to submit a request for a family and medical leave of absence, please contact Human Resources.

¹ Employees may qualify for FMLA/CFRA Leave only if the School has 50 or more employees, the employees work within 75 miles of their respective worksites and meet other eligibility requirements set forth above. Please check with Human Resources to determine whether you are eligible for FMLA/CFRA leave.

PREGNANCY DISABILITY LEAVE

The School provides pregnancy disability leaves of absence without pay to eligible employees who are temporarily unable to work due to a disability related to pregnancy, childbirth, or related medical conditions. Employees should make requests for pregnancy disability leave to their supervisor at least 30 days in advance of foreseeable events and as soon as possible for unforeseeable events. A health care provider's statement must be submitted, verifying the need for such leave and its beginning and expected ending dates. Any changes in this information should be promptly reported to Human Resources. Employees returning from pregnancy disability leave must submit a health care provider's verification of their fitness to return to work.

The School will make a good faith effort to provide reasonable accommodations and/or transfer requests when such a request is medically advisable based on the certification of a healthcare provider. When an employee's health care provider finds it is medically advisable for an employee to take intermittent leave or leave on a reduced work schedule and such leave is foreseeable based on planned medical treatment because of pregnancy, the School may require the employee to transfer temporarily to an available alternative position. This alternative position will have an equivalent rate of pay and benefits and must better accommodate recurring periods of leave than the employee's regular job.

Eligible employees are normally granted unpaid leave for the period of disability, up to a maximum of four months (or 17 1/3 weeks or 693 hours) per pregnancy. Employees will be required to use any unused allotted sick time during any unpaid portion of pregnancy disability leave. Employees may also elect to use any available PTO during any unpaid portion of pregnancy disability leave. If an employee is receiving benefit payments pursuant to a disability insurance plan (such as California's State Disability Insurance plan or Paid Family Leave program), the employee and the School may mutually agree to supplement such benefit payments with available PTO and/or sick leave.

Benefit accrual, such as PTO, sick leave, and holiday benefits, will be suspended during the approved pregnancy disability leave period and will resume upon return to active employment. Group health benefits will be maintained during the approved pregnancy disability leave as if you were continuously employed. However, you must continue to pay your share of applicable premiums (for yourself and any dependents) during the leave.

So that an employee's return to work can be properly scheduled, an employee on pregnancy disability leave is requested to provide the School with at least one week's advance notice of the date she intends to return to work.

When an approved pregnancy disability leave ends, the employee will be reinstated to the same position, unless the job ceases to exist because of legitimate business reasons. An employee has no greater right to reinstatement to the same position or to other benefits and conditions of employment than if she had been continuously employed in this position during the pregnancy disability leave or transfer. If the same position is not available, the employee will be offered a comparable position in terms of such issues as pay, location, job content, and promotional opportunities, if one exists. An employee has no greater right to reinstatement to a comparable position or to other benefits or conditions of employment than an employee who has been continuously employed in another position that is being eliminated.

If you have any questions regarding pregnancy disability leave, please contact Human Resources.

MILITARY SPOUSE LEAVE

An eligible employee-spouse of a qualified service member is entitled to take ten (10) days unpaid leave during a period when the spouse is on leave from deployment during a period of military conflict.

An eligible employee must work an average of 20 hours per week; must provide notice of his or her intention to take the leave within two (2) business days of receiving official notice that the service member will be on leave; and submit written documentation certifying that the service member will be on leave during the time the leave is required.

The employee may use unused and available PSL or PTO for this leave.

WORKERS' COMPENSATION LEAVE

Employees that are temporarily disabled due to a work-related illness or injury will be placed on workers' compensation leave. The duration leave will depend upon the rate of recovery and the medical provider's recommendation. Workers' compensation leave will run concurrently with any other applicable medical leave of absence (i.e. FMLA/CFRA if applicable). Human Resources will reach out to employees that have requested a workers' compensation leave regarding employer provided health insurance benefits. If you have any questions concerning this leave and/or any benefit related questions, please contact Human Resources.

BEREAVEMENT LEAVE

YVCS provides regular full-time employees up to five (5) days off for bereavement leave, beyond sick or personal time, due to the death of an immediate family member. Three (3) of those days are paid. You can use PSL, PNL or PTO for the other days not paid. An immediate family member includes a parent (including an in-law and step-parent), spouse, domestic partner, dependent, sibling, stepsibling, grandparent or grandchild. If a funeral is more than 500 miles from your home, you may receive paid leave for five (5) days with prior approval from your supervisor.

JURY DUTY LEAVE

All employees who receive a notice of jury/witness duty must notify their supervisor as soon as possible so that arrangements may be made to cover the absence. In addition, employees must provide a copy of the official jury/witness duty notice to their supervisor. Employees must report for work whenever the court schedule permits. Either the School or the employee may request an excuse from jury/witness duty if, in the School's judgment, the employee's absence would create serious operational difficulties.

Non-exempt employees who are called for jury/witness duty will be provided time off without pay. Exempt employees will receive their regular salary unless they do not work any hours during the course of a workweek. Employees may elect to use any available PTO during jury/witness duty leave.

In the event that the employee must serve as a witness within the course and scope of his or her employment with the School, the School will provide time off with pay.

TIME OFF TO VOTE

The School will allow any non-exempt employee who is a registered voter and does not have enough time outside of working hours to vote in a statewide election up to two (2) hours of work time without loss of pay to vote. The request must be made at least two (2) working days in advance. The time must be at the beginning or end of the employee's regular shift, whichever allows the most free time for voting and the least time off from work unless the School and the employee agree otherwise. The employee may be required to prove he or she is a registered voter.

An employee may also serve as an election official on Election Day without being disciplined, however the School will not pay the employee for this time off. Available PTO may be used for this time off.

SCHOOL ACTIVITIES LEAVE

The School encourages employees to participate in the school activities of their child(ren). If you are the parent or guardian of a child who is in school up to grade 12, or who attends a licensed daycare facility, you may take up to 40 hours of unpaid leave per year to participate in the activities of the school or daycare facility, to find, enroll or reenroll your child in a school or with a licensed childcare provider and/or to address a childcare provider or school emergency.

The leave is subject to all of the following conditions:

- The time off for school activity participation cannot exceed eight (8) hours in any calendar month, or a total of forty (40) hours each year;
- Unless it is an emergency, employees planning to take time off for school visitations must provide as much advance notice as possible to their supervisor;
- If the School employs both parents, the first employee to request such leave will receive the time off. The other parent will receive the time off only if the leave is approved by his or her supervisor;
- Employees must use existing PTO in order to receive compensation for this time off;
- Employees who do not have paid time off available will take the time off without pay.
- Documentation of participation may be requested and will be sufficient if it is provided in writing by the school or the licensed child care/day care facility.

SCHOOL APPEARANCE/SUSPENSION LEAVE

If the parent or guardian of a child facing suspension from school is summoned to the school to discuss the matter, the employee should alert his or her supervisor as soon as possible before leaving work. In compliance with California Labor Code section 230.7, no discriminatory action will be taken against an employee for taking time off for this purpose.

This leave is unpaid but the employee may choose to use available PTO. You will not be discharged or discriminated against because of an absence protected by this law.

CRIME VICTIM LEAVE

Employees are allowed to be absent from work to attend judicial proceedings related to a violent felony, serious felony (as defined by the California Penal Code) or felonies related to theft or embezzlement if they are:

- A victim of such a crime;
- An immediate family member (i.e., spouse, registered domestic partner, child, step child, sibling, step-sibling, parent, step-parent, or the child or a registered domestic partner) is a victim of such a crime.

An employee must give reasonable advance notice to the School by providing documentation of the proceeding. Documentation may be from any of the following:

- Notice from the court or government agency setting the hearing;
- The district attorney or prosecuting attorney's office; or
- The victim/witness assistance office advocating on the victim's behalf.

This leave is unpaid but the employee may choose to use available sick or personal time off (PTO). You will not be discharged or discriminated against because of an absence protected by this law.

DOMESTIC VIOLENCE LEAVE/SEXUAL ASSAULT/STALKING LEAVE

If you are a victim of domestic violence, sexual assault or stalking, you may take unpaid time off to obtain or attempt to obtain judicial relief, such as obtaining restraining orders, to help insure your health, safety or welfare or that of your child(ren). Employees may use available PTO (if applicable) or PSL. Otherwise, the time off is unpaid. All employees can take time off from work to get medical attention or services from a domestic violence shelter, program, or rape crisis center, or receive psychological counseling, or safety planning related to domestic violence, sexual assault, or stalking.

You must give the School reasonable notice unless advance notice is not feasible, and provide certification that you are seeking such assistance.

Certification may be sufficiently provided by any of the following:

- A police report indicating that you were a victim of domestic violence or sexual assault;
- A court order protecting or separating you from the perpetrator of an act of domestic violence or sexual assault, or other evidence from the court or prosecuting attorney that you appeared in court; or
- Documentation from a medical professional, domestic violence advocate, health care provider, or counselor that you are undergoing treatment for physical or mental injuries or abuse resulting in victimization from an act of domestic violence or sexual assault.

Employees have the right to ask the School for help or changes in their workplace to make sure they are safe at work. The School will work with its employees to see what changes can be made. Changes in the workplace may include putting in locks, changing shifts or phone numbers, transferring or reassigning the employee, or help with keeping a record of what happened to the employee. The School may ask the affected employee for a signed statement certifying that this request is for a proper purpose and may also request proof showing the need for an accommodation. The School will maintain confidentiality to the extent possible regarding any requests for accommodations under this policy.

The School will also, to the extent allowed by law, maintain the confidentiality to the extent possible of an employee requesting leave under this provision. The School will not discharge,

discriminate, or retaliate against an employee who exercises their rights under this law. Domestic violence, sexual assault, and stalking victim's leave for medical treatment does not exceed or add to the unpaid leave time that FMLA/CFRA allows.

YVCS is committed to ensuring employees are not treated differently or retaliated against because of any of the following:

- The employee is a victim of domestic violence, sexual assault, or stalking.
- The employee asked for time off to get help.
- The employee asked YVCS for help or changes in the workplace to ensure safety at work.

Employers are prohibited from discharging, discriminating, or retaliating against an employee who is a victim of domestic violence, the victim of sexual assault or stalking for taking time off to seek medical attention, obtain services from a domestic violence shelter or program or rape crisis center, obtain psychological counseling, participate in safety planning, or temporary or permanent relocation.

MILITARY LEAVE

California's military leave laws, found at Military & Veterans Code section 389 et seq. and the Uniformed Services Employment and Reemployment Rights Act ("USERRA"), found at 38 U.S.C. Section 4301 et seq., ensure that employees are not adversely affected in their employment after taking leave for military service. Employees who serve in the military and are entitled to a military leave of absence without pay from the School under applicable laws should notify Human Resources regarding the need for military leave.

Please see Human Resources for more information regarding job reinstatement rights upon completion of military service.

ADULT LITERACY LEAVE

Pursuant to California law, the School will reasonably accommodate any eligible employee who seeks to enroll in an adult literacy education program, provided that the accommodation does not impose an undue hardship on the School. The School does not provide paid time off for participation in an adult literacy education. However, you may utilize available PTO if you want compensation for this time off. If you do not have any PTO available, you will be permitted to take the time off without pay.

ORGAN DONOR / BONE MARROW DONOR LEAVE

If you donate an organ to another person you may take up to thirty (30) days paid leave per year for this process or up to five (5) days paid leave for the donation of bone marrow.

You must give as much notice as is practicable and must provide certification of the medical necessity of the procedure. You will be required to use up to ten (10) days of any available paid leave (sick and/or PTO) for organ donation and up to five (5) days of available paid leave (sick and/or PTO) for bone marrow donation. This leave does not run concurrently with FMLA/CFRA. You must have been employed for at least a 90-day period immediately preceding the beginning of the leave, if otherwise eligible.

You may take this leave incrementally, as medically necessary, or all at one time. All health benefits shall be maintained during this leave to the extent they exist at the time of the leave. This leave shall not be considered a break in service and the employee shall continue to receive paid time off and other benefits as if they had continued working. The Employee shall be required to pay any portion of their benefits they are currently paying.

An employee shall not have any greater rights during this leave than if he or she had been actively working during this time, but will be reinstated to their same or equivalent job prior to the leave. No employee shall be discriminated or retaliated against for taking an organ donation or bone marrow leave.

DRUG & ALCOHOL REHABILITATION LEAVE

YVCS will reasonably accommodate any employee who volunteers to enter an alcohol or drug rehabilitation program, if the reasonable accommodation does not impose an undue hardship on the School. Reasonable accommodation includes time off without pay and adjusting work hours. You may use allotted and unused sick leave. All reasonable measures to safeguard your privacy will be maintained.

This policy in no way restricts YVCS' right to discipline an employee, up to and including termination of employment, for violation of YVCS' Substance and Alcohol Policy.

VOLUNTEER CIVIL SERVICE LEAVE

You are allowed to be absent from work to engage in volunteer emergency duty as a volunteer firefighter, reserve police officer, or emergency rescue personnel. This is an unpaid leave, but the employee may use any earned sick, and/or PTO.

CIVIL AIR PATROL LEAVE

YVCS provides eligible employees who are volunteer members of the California Wing of the Civil Air Patrol and are called to emergency operational missions up to (10) days of unpaid leave per calendar year. Leave for a single emergency operational mission will generally be limited to three days unless an extension is granted by appropriate government entities and approved by the School.

To be eligible, employees must have been employed with YVCS for 90 days immediately preceding the commencement of leave. Additionally, the School may require certification from the proper Civil Air Patrol authority to verify the eligibility of the employee for the leave requested or taken.

Employees may use available paid time off for leave taken under this policy. The notice and eligibility requirements for any such paid time off will generally apply to an employee's request for use of PTO under this policy.

SECTION 9 – BENEFITS

SCHOOL HOLIDAYS

The School observes 16~~2~~ paid holidays during the year:

- Friday before New Year's Day
- New Year's Day
- Martin Luther King Day
- Lincoln's Birthday
- Washington's Birthday
- Day before Easter
- Easter Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas ~~Eve~~-Day
- Day after Christmas Day

To be eligible for holiday pay, an employee must be full-time and non-exempt and must work both the business day before and after the holiday. Part-time employees, temporary employees, exempt employees and teachers are not eligible for holiday pay. Exempt employees and teachers will receive their regularly scheduled pay during holidays.

Eligible employees will receive time off with pay at their regular rate of pay on the School observed holidays listed above. When a holiday falls on a Saturday or Sunday, it is usually observed on the preceding Friday or following Monday. However, the School may close on another day. Holiday observance will be announced in advance. The School reserves the right to change this policy at any time, with or without notice.

Holiday hours do not count as hours worked for purposes of calculating overtime. For example, if you receive 8 hours of holiday pay on Monday and work 40 hours Tuesday-Saturday (8 hours/day), you will not be eligible for overtime.

Recognized religious holidays may be taken off by an employee whose religion requires observance of the particular day. Employees must request the day off in advance by written notice to their supervisor. The employee may use paid time off (PTO) if the employee has unused PTO available, otherwise the holiday will be unpaid. All steps will be taken to reasonably accommodate a religious holiday (or practice) absent an undue hardship.

To qualify for holiday pay, all employees must work the last scheduled day before and the first scheduled day after the holiday unless the employee is absent:

- At the Supervisor's request/approval
- Due to closure of schools because of inclement weather
- Due to sickness with a doctor's note verifying need for absence

- Prior to or following Jury Duty or Bereavement Leave
- Due to a previously scheduled and approved time off

PAID TIME OFF (PTO) – A-BASIS ONLY

Full-time A-Basis (12 Months) school based employees are entitled to paid time off (PTO) according to this policy. PTO days may be used for vacation, personal time, illness, or time off to care for family or dependents. All other employees, including teachers, temporary employees, part time employees are not eligible to receive or accumulate PTO.

PTO must be scheduled at least five (5) days in advance and approved by your supervisor, except in the case of an illness or emergency. In the case of illness or emergency you are required to contact your immediate supervisor at least one (1) hour before your shift begins, if possible or otherwise as soon as practicable. Employees using extended PTO time (in excess of three (3) days) must submit a request at least two (2) weeks before the extended PTO or, if used as sick time, the employee may be required to submit a doctor's release upon return to work. Your supervisor uses his/her discretion to approve PTO without advance notice.

Unless used for illness related purposes, PTO may not be taken the last week of the school year, or on scheduled in-service and/or training days, testing administration day, or immediately before or after holidays without supervisor's permission.

All full-time A-Basis (12 Months) employees may be eligible to receive up to ten (10) days (i.e., 80 hours) of PTO each school year (July 1 – June 30). Once an employee's PTO balance reaches fifteen (15) days (i.e., 120 hours), the employee stops receiving any additional PTO until PTO is used and the employee's balance falls below the 15-day cap. PTO days will not accumulate during any unpaid leave of absence.

The following terms also apply to PTO:

- For both non-exempt and exempt employees, vacation time may be taken in minimum increments of 2 hours. If an exempt employee absents himself or herself from work for part or all of a workday, he or she will be required to use available PTO to make up for the absence.
- In the event an employee has exhausted his or her PTO, any additional time off must be approved by their supervisor and will be taken without pay.
- Any employee who misses three (3) consecutive days of work without notice to their supervisor may be deemed to have abandoned his/her job and voluntarily resigned from employment.
- Upon separation of employment, employees will be paid their earned PTO based on their date of separation and their regular rate of pay.
- To the extent permitted by law, PTO accumulated prior to the start of a requested and approved unpaid leave of absence must be used to cover hours missed before the start of the unpaid leave.

As with all of its policies and procedures, the School reserves the right to modify, alter, or otherwise eradicate this policy at its sole and absolute discretion to the extent allowed by law.

PAID SICK LEAVE (PSL), PERSONAL NECESSITY LEAVE (PNL), & TIME OFF BALANCES POLICY

The School enacted this policy in accordance with the California Healthy Workplaces, Healthy Families Act to provide paid sick leave (“PSL”) to eligible employees. Yosemite Valley Charter School’s Paid Sick Leave Plan is a part of the benefits package extended to staff. This benefit is designed to provide employees with a degree of income protection in the event of unforeseen absence from work due to the employee’s own illness or other member of an employee's immediate family. Sick leave benefits may be used as accrued, and may continue to accrue as long as the employee is on active status and working. Upon reduction in benefits eligibility status (i.e. request for reduced work schedule below the benefits threshold, on FMLA or any Leave of Absence), benefits will cease to accrue until eligibility otherwise resumes. Any days accrued and unused, earned to date, will be maintained as a part of the employee’s personnel record until such time as the employee resumes benefit-eligible status.

ALLOTMENT OF PAID SICK LEAVE:

Full Time Teachers & SPED Assessment Team Members

On July 1 of each year, eligible employees will be allotted seven days (32 hours) of Paid Sick Leave (PSL) per school year (July 1 – June 30), unused PSL days will carry over year to STRS retirement bank. (Cap of 120 hours). Also, 48 hours will be front-loaded at the beginning of the school year or hire date for Personnel Necessity (PNL) Days. Teachers need to have PNL days requested and approved by their administrator at least five working days prior. Hours beyond cap go into Sick Leave bank. PNL days can also be used for paid sick leave. However, PLS Days cannot be used for a PNL request. PNL days are capped at 48 hours. Part-time.

Teachers and Classified Staff Members

Receive 24 hours of Paid Sick Leave annually. These days can be used for either Personal Necessity or Paid Sick Leave.

Regional Coordinators

On July 1 of each year, eligible employees will be allotted eight days (40 hours) of Paid Sick Leave (PSL) per school year (July 1 – June 30), unused PSL days will carry over year to STRS retirement bank. (Cap of 120 hours). Also, 48 hours will be front-loaded at the beginning of the school year or hire date for Personnel Necessity (PNL) Days. RCs need to have PNL days requested and approved by their administrator at least five working days prior. Hours beyond cap go into Sick Leave bank. PNL days can also be used for paid sick leave. However, PLS Days cannot be used for a PNL request. PNL days are capped at 24 hours.

Administrators & Full-time Classified

On July 1 of each year, eligible employees will be allotted nine days (72 hours) of Paid Sick Leave (PSL) per school year (July 1 – June 30), (Cap of 120 hours). Also, 24 hours will be front-loaded at the beginning of the school year or hire date for Personnel Necessity (PNL) Days. Teachers need to have PNL days requested and approved by their administrator at least five working days prior. (Cap of 48 hours). PNL days can also be used for paid sick leave. However, PLS Days cannot be

used for a PNL request. PNL days are capped at 24 hours.

New Hires may carry over sick leave from their prior school district if they are certificated team members in CALSTRS. Yosemite Valley Charter School will confirm previous employment and allotted sick leave with the previous district. Once confirmed and approved, the carryover time will be added to your service credit CALSTRS upon signature of the Yosemite Valley Charter School STRS Carry-Over Policy. Carryover sick leave cannot be used while employed with Yosemite Valley Charter School.

Beginning on July 1, 2021 and each July moving forward, for any certificated member who contributes to CALSTRS, PSL and PN are capped. Any PSL and PN hours beyond their capped hours will be added to their carryover hours.

ALLOTMENT OF PAID TIME OFF (PTO) FOR ADMINISTRATORS AND FULL-TIME HOURLY STAFF MEMBERS

Since administrators and full-time hourly employees work the entire year, they also accrue PTO. PTO accrues at 3.33 hours per pay period with a cap of 120 hours. Administrators and full-time hourly staff members must have their PTO approved by their manager a minimum of five working days prior to being taken. Unused PTO will carry over from one school year to the next.

Limits on Use

Eligible employees may use PSL beginning on the 90th day of employment.

PSL may be taken in minimum increments of 2 hours. If an exempt employee absents himself or herself from work for part or all of a workday for a reason covered by this policy, he or she will be required to use PSL to make up for the absence.

Notification

The employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, the employee must provide notice as soon as practicable.

Termination

Employees will not receive pay in lieu of unused PSL. Unused PSL will not be paid out upon termination.

No Discrimination or Retaliation

The School prohibits discrimination or retaliation against employees for using their PSL.

INSURANCE BENEFITS

Full-time employees are entitled to insurance benefits offered by YVCS. These insurance benefits will include medical, dental, and vision. The School will set a defined contribution towards the employee's insurance premiums that are sponsored by YVCS. This amount will be determined on an annual basis. The employee's portion of the monthly premiums will be deducted from the employee's paycheck on a pre-tax basis. Fulltime employees will be eligible for benefits the first day of the month following 30 days of employment.

If medical insurance premium rates increase, employees may be required to contribute to the cost of the increase to retain coverage. Unless otherwise mandated by law, employees on a leave of absence may be responsible for selecting continuing health coverage and paying the premium for such coverage through COBRA. If you have any benefit related questions while on a leave of absence, please contact Human Resources.

Full-time employees will also be covered under an insurance policy that includes Life, Short-term Disability and Long-Term Disability at no cost to the full-time employee. Additional voluntary insurance plans will be offered through the School that will be the employee's responsibility to purchase and pay for.

COBRA BENEFITS

The Federal Consolidated Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under YVCS' health plan when a "qualifying event" would normally result in the loss of eligibility.

Some common qualifying events are resignation, termination of employment, or death of an employee, a reduction in an employee's hours or leave of absence, divorce or legal separation, and a dependent child no longer meeting eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of coverage at YVCS group rates plus an administration fee. YVCS or our carrier provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under YVCS' health insurance plan. The notice contains important information about the employee's rights and obligations.

SOCIAL SECURITY/MEDICARE

If you are a full time regular employee contributing to a teacher's retirement system (PERS/STRS), your earnings from this job are not covered under Social Security. When you retire, or if you become disabled, you may receive a pension based on earnings from this job. If you do, and you are also entitled to a benefit from Social Security based on either your own work or the work of your spouse, or former spouse, your pension may affect the amount of the Social Security benefit you receive. Your Medicare benefits, however, will not be affected.

YVCS withholds income tax from all employees' earnings and, if elected, participates in FICA (Social Security), for temporary employees and Medicare withholding and matching programs as required by law.

STATE DISABILITY INSURANCE (WAGE SUPPLEMENT)

All employees are enrolled in California State Disability Insurance (SDI), which is a partial wage replacement insurance plan for California workers. Employees may be eligible for SDI when they are ill or have non-work related injuries, or may be eligible for work related injuries if they are receiving workers' compensation at a weekly rate less than the SDI rate. Specific rules and regulations relating to SDI eligibility are available from Human Resources.

PAID FAMILY LEAVE (WAGE SUPPLEMENT)

Under California law, eligible employees may participate in the Paid Family Leave ("PFL")

program, which is part of the state’s unemployment compensation disability insurance program. The PFL program provides up to six weeks of partial wage replacement benefits to employees who take time off to care for a seriously ill or injured child, spouse, parent, registered domestic partner, siblings, grandparents, grandchildren, or parents-in-law or to bond with a new child (birth, foster care, adoption) The PFL program does not provide job protection or reinstatement rights. It is a wage supplement provided concurrently while an employee takes an eligible leave of absence under YVCS policy and applicable law.

YVCS will require you to take up to two weeks of unused PTO prior to your receipt of benefits under the PFL program.

The program will be administered in a manner consistent with California law. For more information regarding this program, you may contact the California Employment Development Department.

WORKER’S COMPENSATION INSURANCE

Eligible employees are entitled to workers’ compensation insurance benefits when suffering from an occupational illness or injury. This benefit is provided at no cost to the employee.

In the event of an occupational injury or illness (as defined under Workers’ Compensation Law) an employee may be covered by workers’ compensation insurance instead of group insurance.

If an employee should become injured or in any way disabled on the job, he or she must report the injury immediately to his or her supervisor. It is a felony to file a fraudulent or false workers’ compensation claim.

SECTION 10 – EMPLOYEE COMMUNICATIONS POLICY

COMMUNICATIONS POLICY

Every employee is responsible for using YVCS’ computer system, including, without limitation, its computers, laptops, iPads, tablets, cellular phones, electronic mail (Email) system, telephone, video conferencing, voicemail, facsimile systems and the Internet (“Communications Systems”), properly and in accordance with this policy. Any questions about this policy should be addressed to the employee’s immediate supervisor.

The Communication Systems are the property of YVCS and have been provided for use in conducting YVCS business. All communications and information transmitted by, received from, created, or stored in its YVCS’ Communication Systems are records and property of YVCS. The Communication Systems are to be used for School purposes only. Employees may, however, use YVCS technology resources for the following incidental personal uses so long as such use does not interfere with the employee’s duties, is not done for pecuniary gain, does not conflict with YVCS business, and does not violate any YVCS policies:

- To send and receive necessary and occasional personal communications;
- To use the telephone system for brief and necessary personal calls; and

- To access the Internet for brief personal searches and inquiries during meal periods or other breaks, or outside of work hours, provided that employees adhere to all other usage policies.

No Expectation of Privacy

YVCS has the right, but not the duty, to monitor any and all of the aspects of its Communication Systems, including, without limitation, reviewing documents created and stored on its Communication Systems, deleting any matter stored in its system (including, without limitation, its Email and word processing systems), monitoring sites visited by employees on the Internet, monitoring chat and news groups, reviewing material downloaded or uploaded by users to the Internet, and reviewing Email and instant messages sent and received by users and/or voicemails. Further, YVCS may exercise its right to monitor its Communications Systems for any reason and without the permission of any employee. Employee use of YVCS' Communication Systems constitutes consent to all the terms and conditions of this policy.

Even if employees use a password to access the Communication Systems (or any aspect thereof), the confidentiality of any message stored in, created, received, or sent from YVCS' Communication Systems is not assured. Use of passwords or other security measures does not in any way diminish YVCS' right to monitor and access materials on its Communication Systems, or create any privacy rights of employees in the messages and files on the system. Any password used by employees must be revealed to YVCS upon request for any reason that YVCS, in its discretion, deems appropriate. Further, employees should be aware that deletion of any Email messages, voicemails or files would not truly eliminate the messages from the system. All Email messages, voicemails and other files may be stored on a central back-up system in the normal course of data management.

Employees have no expectation of privacy in anything they view, create, store, send, or receive on the Communication Systems.

Notwithstanding the foregoing, even though YVCS has the right to retrieve, read, and delete any information viewed, created, sent, received, or stored on its Communication Systems, Email messages should still be treated as confidential by other employees and accessed only by the intended recipient. Employees are not authorized to retrieve or read any Email messages that are not sent to them or by them. Any exception to this policy must receive the prior approval of the Superintendent.

Professional Use of Communication Systems Required

Employees are reminded to be courteous to other users of the system and always to conduct themselves in a professional manner. Emails and other text communications, in particular, are sometimes misdirected or forwarded and may be viewed by persons other than the intended recipient. Users should write Email communications with no less care, judgment, and responsibility than they would use for letters or internal memoranda written on YVCS letterhead.

Offensive and Inappropriate Material

YVCS' policy against discrimination and harassment, sexual or otherwise, applies fully to YVCS' Communication Systems, and any violation of that policy is grounds for discipline up to and including discharge. Therefore, no Email messages should be created, sent, or received if they contain intimidating, hostile, or offensive material concerning race, color, religion, sex, age, national origin, disability or any other classification protected by law. Further, material that is fraudulent, harassing, abusive, embarrassing, sexually explicit, profane, obscene, intimidating, defamatory, unlawful, inappropriate, or offensive (including offensive material concerning sex, race, color, national origin, religion, age, disability, or other characteristic protected by law) may

not be downloaded from the Internet or displayed or stored in YVCS' computers. Employees encountering or receiving this kind of material should immediately report the incident to their Superintendent.

YVCS may (but is not required) to use software to identify inappropriate or sexually explicit Internet sites. Such sites may be blocked from access by YVCS networks. Employees who encounter inappropriate or sexually explicit material while browsing on the Internet should immediately disconnect from the site, regardless of whether the site was subject to YVCS' blocking software.

Solicitations

YVCS' Communication Systems may not be used to solicit for political causes, commercial enterprises, outside organizations, or other non-job-related solicitations. Approval from the Superintendent is required before anyone can post any information on commercial on-line systems or the Internet.

Licenses and Fees

Employees may not agree to a license or download any material over the Internet for which a registration fee is charged without first obtaining the express written permission of his/her supervisor.

Games and Entertainment Software

Employees may not use a YVCS Internet connection to download games or other entertainment software, or to play games over the Internet.

Confidential Information

Employees may not transmit information over the Internet or through email that is confidential or proprietary. Employees are referred to YVCS' "Confidential Information" policy, contained herein, for a general description of what YVCS deems confidential or proprietary. When in doubt, employees must consult their immediate supervisor and obtain approval before transmitting any information that may be considered confidential or proprietary.

Copyrights and Trademarks

YVCS' Communication Systems may not be used to send (upload) or receive (download) copyrighted materials, trade secrets, proprietary financial information, or similar materials without prior authorization from his/her Superintendent. Employees, if uncertain about whether certain information is copyrighted, proprietary, or otherwise inappropriate for transfer, should resolve all doubts in favor of not transferring the information and consult a supervisor.

Any YVCS approved material that is posted or sent via its computer system should contain all proper copyright and trademark notices. Absent prior approval from a supervisor to act as an official representative of YVCS, employees posting information must include a disclaimer in that information stating, "Views expressed by the author do not necessarily represent those of YVCS."

Maintenance and Security of the System

Employees must not deliberately perform acts that waste resources or unfairly monopolize resources to the exclusion of others. These acts include, but are not limited to, sending mass mailings or chain letters, spending excessive amounts of time on the Internet, playing games, streaming video or audio files, engaging in online chat groups, printing excessive copies of

documents, or otherwise creating unnecessary network traffic. Because audio, video, and picture files require significant storage space, files of this or any other sort may not be downloaded unless they are business-related. In addition, employees should routinely delete outdated or otherwise unnecessary voicemails, Emails and computer files. These deletions will help keep the system running smoothly and effectively, as well as minimize maintenance costs.

To ensure security and to avoid the spread of viruses, employees accessing the Internet through a computer attached to YVCS' network must do so through an approved Internet firewall. Accessing the Internet directly by modem is strictly prohibited unless the computer you are using is not connected to YVCS' network.

Files obtained from sources outside YVCS including disks brought from home; including files downloaded from the Internet, news groups, bulletin boards, or other online services; files attached to email; and files provided by customers or vendors, may contain dangerous computer viruses that may damage YVCS' computer network. Employees should never download files from the Internet, accept email attachments from outsiders, or use disks from non-YVCS sources, without first scanning the material with YVCS approved virus checking software. If you suspect that a virus has been introduced into the YVCS network, notify technology personnel immediately.

Violations of this Policy

Violations of this policy will be taken seriously and may result in disciplinary action, including possible termination, and civil and criminal liability.

Amendment and Modification of this Policy

YVCS reserves the right to modify this policy at any time, with or without notice. YVCS may require employees to acknowledge and comply with a separate Acceptable Use Policy for Internet and Network Resources, which shall control in the event of a conflict.

SOCIAL MEDIA POLICY

YVCS has adopted the following policy with regard to employees' behavior on social networking sites including but not limited to Facebook, Twitter, LinkedIn, Pinterest, Instagram, SnapChat and YouTube. If you wish to use networking protocols or set up a social media site as a part of the educational process, please work with your administrators and technology staff to identify and use a restricted, School-endorsed networking platform. Such sites will be the property of the School who will have unrestricted access to, and control of, such sites.

Employees shall not accept students as friends on any personal social networking sites and are to decline any student-initiated friend requests. Teachers are not to initiate "friendships" with students or parents. Employees must delete any students already on their "friends" list immediately.

With regard to social networking content, employees should not use commentary deemed to be defamatory, obscene, proprietary, or libelous with regard to any School-related business or policy, employee, student, or parent. Additionally, employees should exercise caution with regards to exaggeration, obscenity, copyrighted materials, legal conclusions, and derogatory remarks or characterizations. Employees should weigh whether a particular posting puts his/her effectiveness as a School employee at risk. YVCS encourages employees to post only what they want the world to see. Imagine that students, their parents, or administrators will visit your site as most information is available to the general public even after it is removed from the site. Employees may not discuss students nor post images that include students.

Due to security risks, employees must be cautious when installing the external applications that

work with the social networking site. At a minimum, it is recommended that all employees should have all privacy settings set to “Only Friends”. The settings “Friends of Friends” and “Networks and Friends” open your content to a large group of unknown people, including students.

Personal or Professional Blogs

If you are developing a website or writing a blog that will mention YVCS, you must identify that you are an employee of the organization and that the views expressed on the blog or web site are yours alone and do not represent the views of YVCS. Unless given permission by your Superintendent, you are not authorized to speak on behalf of YVCS or to represent that you do so. If you are developing a site or writing a blog that will mention YVCS, as a courtesy to the organization, please let your Superintendent know in advance of publication. Your Superintendent may choose to visit your blog or social networking site from time to time.

You may not share information that is confidential and proprietary with regard to YVCS. This includes, but is not limited to, information about curriculum, School dynamics, School programs, future goals, or current challenges within the organization. These are given as examples only and do not cover the range of what YVCS considers confidential and proprietary. If you have any questions about whether information has been released publicly or doubts of any kind, speak with your Superintendent.

When writing a blog or participating in any other social networking site, employees should speak respectfully about YVCS and our current and potential employees, students, parents, and competitors. Name-calling or behavior that will reflect negatively on the organization’s reputation is discouraged. Note that the use of copyrighted materials, unfounded, harassing, libelous, or derogatory statements, or misrepresentation is not viewed favorably by YVCS and can result in disciplinary action, up to, and including termination.

All employees who engage in social networking may be legally liable for anything he/she writes or presents online. Employees can be disciplined, if appropriate, by YVCS for commentary, content, or images that are defamatory, pornographic, proprietary, harassing, libelous, or that can create a hostile work environment.

This policy should not be construed, and will not be applied, in a manner that violates employee rights under the National Labor Relations Act.

Employees may not comment on a student’s blog or a student’s other social networking commentaries.

Employees may not use trade names, or logos belonging to the School without express written permission of the Superintendent.

Failure to comply with YVCS’ social media policy will result in disciplinary action, up to, and including, immediate termination.

EQUIPMENT POLICY

YVCS attempts to provide all staff members with the equipment and supplies needed to do their job. Providing equipment is a great expense to the School. It is expected that everyone will protect and care for all equipment and supplies issued to them. Staff members are responsible for the cost of lost, stolen, or broken items issued to them including: keys, textbooks, teacher guides, laptops, and any other equipment that may be assigned to them if the loss is due to willful misconduct or gross negligence.

Laptop Computers

Each staff member assigned a laptop for professional use shall be required to sign a laptop Agreement Form and will be charged for any damages, loss or theft to the laptop caused by willful misconduct or gross negligence.

Although issued to an individual employee, all computing devices are considered the personal property of the primary organizational unit to which the receiving employee belongs and shall be returned upon termination of employment with the School, after reassignment of job duties or immediately upon request at any time by an official of the School.

Employees are expected to take all appropriate measures and precautions to prevent the loss, theft, damage and/or unauthorized use of such equipment. Such precautions shall include, but not be limited to the following:

- Keep the computing device in a locked and secured environment when not being used;
- Do not leave the computing device for prolonged periods of time in a vehicle, especially in extreme temperatures;
- Keep food and drinks away from all computing devices and work areas;
- Do not leave the computing device unattended at any time in an unsecured location (e.g., an unlocked empty office); and
- Keep the computing device in sight at all times while in public places, such as public transportation, airports, restaurants, etc. Should an employee's computing device be lost or stolen, the employee must:
 - Immediately report the incident to his/her immediate supervisor and/or Superintendent;
 - Obtain an official police report documenting the theft or loss; and
 - Provide a copy of the police report to his/her immediate supervisor or Superintendent.

If the employee fails to adhere to these procedures, the employee may be held legally and financially responsible to the School for the replacement of such equipment.

The School is under no legal, financial or other obligation to provide for a replacement computing device to any employee whose device is lost, stolen or damaged.

There is no expectation of privacy in School equipment. The School may add security and other tracking technology to any and all computing devices issued by it and any and all such usage is subject to management review, monitoring, and auditing by the School. Other audits may be performed on the usage and internal controls as deemed necessary.

Non-compliance with any policies or procedures regarding Employee Computers and Portable Computing Devices issued by the School will result in appropriate disciplinary action and/or reimbursement of any and all costs to the School.

CELL PHONE POLICY

Personal cell phone use is not permitted while you are working. Cell phones should be turned off and stored with your other personal belongings while you are working.

If you are required to perform business on a cell phone for YVCS while driving, you must utilize the hands-free option on the cell phone or a headset/earpiece device. Sending, writing, or reading text based communications on your cell phone while driving a School vehicle or your own vehicle

to conduct School business is prohibited. Text based communications include, but are not limited to, text messages, instant messages, and email.

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If you are assigned a School cell phone to conduct School business, please notify your supervisor if the cell phone is misplaced, stolen, or damaged. Personal calls, received or placed, are not allowed on School cell phones.

Telephone Calls and Texting

While at work and during staff meetings, the employee's undivided attention is expected. Cell phones, texting, and pagers are not allowed so that the activities or discussion are not disturbed. Employees should wait to make personal phone calls during breaks.

NO SOLICITATION/DISTRIBUTION POLICY

In order to minimize non-work-related activities that could interfere with providing quality education, teamwork, and safety, YVCS has established the following policy concerning solicitation and the distribution of written materials other than those directly related to the School's business.

Non-employees may not solicit or distribute written materials of any kind at any time on premises that are owned, leased, operated, managed, or controlled by YVCS.

Employees may not solicit other employees during the workday when either the person doing the solicitation or the person being solicited is engaged in or required to be performing work tasks.

Employees may not distribute written materials of any kind during the workday when either the distributing employee or the employee receiving the materials is engaged in or required to be performing work tasks.

Additionally, distribution of written materials of any kind by YVCS employees is prohibited at all times in all working areas on School premises.

Employees may solicit other employees when both parties are on non-work time. Employees may distribute written materials in non-work areas during non-work time.

The sole exceptions to this policy are charitable and community activities supported and approved by YVCS.

School bulletin boards are the only areas where any merchandise or notices may be placed. Such items must meet the guidelines established by the School. YVCS must approve any postings prior to posting.

YVCS reserves the right to discontinue any solicitation or distribution if the activities become disruptive to employees or the efficient operation of the School's business.

Employees are required to leave School premises and other work areas at the completion of their workday. Employees are not permitted to enter or remain on School premises or work areas unless the employee is on duty, scheduled for work, coming to or departing from scheduled work, or otherwise has specific authorization from their supervisor.

Definitions

School “premises:” property owned, leased, operated, managed, or controlled by the School, including buildings, parking lots, and play areas that the School has the right to use exclusively or in common with others, vehicles owned or operated by the School.

Work time: any time when employees are engaged in or required to be performing work tasks. Work time does not include break periods, meal times, or other periods during the workday when employees are properly not engaged in performing their work tasks.

Work areas: all areas controlled by the School where employees are performing work, except cafeterias, employee break areas, and parking lots (non-work areas).

Employee Responsibility

If you have a need to solicit and/or distribute materials on School premises, it must be in compliance with this policy. If you have questions, talk with Human Resources. If solicitation or distribution is conducted within the parameters of this policy, the manner of activities must not harass or intimidate other employees. If you are subjected to such behavior at any time, report the activity to your supervisor. If solicitation or distribution occurs while you are working, report the activity to your supervisor.

ANTI-NEPOTISM POLICY

Policy Statement

It is the policy of YVCS to avoid Nepotism, which means to avoid creating or maintaining circumstances in which the appearance or possibility of favoritism, conflicts of interest, or management disruptions exist due to a relationship between a YVCS decision-maker and his or her Family Member. This policy is to ensure effective supervision, internal discipline, security, safety, and positive morale in the workplace and to avoid the potential for problems of actual or perceived favoritism, conflicts in loyalty, discrimination, and appearances of impropriety or conflict of interest. This policy applies to all YVCS board members, employees, individual consultants hired or retained by YVCS, and School Services Providers hired or retained by YVCS.

Relationships between YVCS board members, employees, consultants, or School Services Providers are permissible under the following circumstances:

- (a) Family Members of YVCS board members, employees, individual consultants, or School Services Providers shall not be hired for or retained in an employment position if one Family Member would have the authority or be in a position to directly supervise, hire, or discharge the other.
- (b) Any time a board member, employee, individual consultant, or School Services Provider is a Family Member of another, the relationship shall not result in an adverse impact on work productivity or performance. The determination of whether there is an adverse impact shall be in the discretion of the supervisor(s) of the employee(s), consultant(s), or School Services Provider(s), or in the case of a board member, in the discretion of the YVCS board of directors.
- (c) Any time a board member, employee, individual consultant, or School Services Provider is a Family Member of another, the relationship shall not create an actual conflict of interest under the law, and shall not create a detrimental perceived conflict of interest. The determination of whether there is a detrimental perceived conflict of interest shall be in the discretion of the supervisor(s) of the employee(s), consultant(s) or School Services

Provider(s), or in the case of a board member, in the discretion of the YVCS board of directors.

Definitions

“Family Members” include an employee's parent, child (natural, adopted, or legal guardianship), spouse, domestic partner, brother, sister, grandparent, grandchild, step-relationships within the preceding categories, brother-in-law, sister-in-law, son-in-law, daughter-in-law and father-in-law.

“Nepotism” describes a work-related situation in which there is the potential for favoritism toward a Family Member (such as giving a job, promotion, biased performance reviews, or more favorable working conditions) on the basis of the familial relationship.

“School Services Provider” shall mean any provider of school services to YVCS, and in the case of an organization shall mean be the responsible individual at such organization that provides school services to YVCS.

Procedures

When a Family Member of a current YVCS board member, employee, individual consultant, or School Services Provider applies to become a board member or employee, or requests to be a consultant or School Services Provider, the Family Member’s application/request must be denied if a conflict under this policy exists (*e.g.*, if one Family Member would have the authority or be in a position to directly supervise, hire, or discharge the other). Special circumstances may be reviewed by the Board in the event that YVCS’ best interests would be served otherwise.

When a Family Member of a current YVCS board member, employee, individual consultant, or School Services Provider applies for a transfer to a new employment position within YVCS, the Family Member’s application must be evaluated to determine whether a conflict under this policy exists. If a conflict exists, the application for transfer must either be denied or one of the Family Members must seek a position transfer to avoid the conflict, if any such opportunity exists. In the event that no such opportunity exists, the application for transfer must be denied.

In implementing this policy, it is permissible to ask an applicant, potential consultant, or School Services Provider to state whether he or she has a Family Member who is presently employed by or on the board of YVCS, but such information may not be used as a basis for an employment decision except as stated herein.

When a relationship that creates a conflict with this policy occurs during employment, YVCS will attempt to arrange a transfer or change in position/duties to eliminate the conflict. If a suitable transfer/change in position/duties is not available, one of the employees may be separated from service. Every attempt will be made to effect transfer or separation on the basis of agreement between the employees involved and YVCS. If a mutual agreement is unattainable, the Board will determine, in YVCS’ best interest, which employee is to be transferred or separated.

Responsibilities

The Superintendent or designee shall coordinate with the current employee’s direct supervisor to develop appropriate plans to ensure that a Family Member’s employment does not conflict with this policy. If the situation cannot be resolved by a transfer, then the Superintendent or designee will deny the application for employment. Special circumstances may be reviewed by the Board in the event that YVCS’ best interests would be served by the employment of a Family Member.

The Superintendent or designee shall investigate reports of Nepotism and take appropriate action.

Employees are required to disclose changes in their personal situations to the Superintendent or designee which may be covered by this policy. Supervisors may inquire about the family relationship between employees to determine the appropriateness of the working relationship under this policy. The Board shall make the final determination concerning potential conflicts with this policy involving the Superintendent.

VIOLENCE IN THE WORKPLACE

YVCS has adopted a policy prohibiting workplace violence. Consistent with this policy, acts or threats of physical violence, including intimidation, harassment, bullying, and/or coercion, which involve or affect YVCS or which occur on YVCS property will not be tolerated. Examples of workplace violence include, but are not limited to, the following:

- All threats or acts of violence occurring on YVCS premises, regardless of the relationship between YVCS and the parties involved
- All threats or acts of violence occurring off YVCS premises involving someone who is acting in the capacity of a representative of YVCS

Specific examples of conduct, which may be considered threats or acts of violence, include, but are not limited to, the following:

- Hitting or shoving an individual
- Threatening an individual or his/her family, friends, associates, or property with harm
- Intentional destruction or threatening to destroy YVCS property
- Making harassing or threatening phone calls
- Harassing surveillance or stalking (following or watching someone)
- Unauthorized possession or inappropriate use of firearms or weapons

YVCS' prohibition against threats and acts of violence applies to all persons involved in YVCS' operation, including but not limited to all personnel, contract, unpaid interns, volunteers and temporary workers, and anyone else, including parents on YVCS property. Violations of this policy by any individual on YVCS property will lead to disciplinary action, up to and including termination and/or legal action as appropriate. All employees are encouraged to report incidents of threats or acts of physical violence of which they are aware to their supervisors or to their Superintendent.

If an employee becomes aware of an imminent act of violence, a threat of imminent violence, or actual violence, emergency assistance must be sought immediately. In such situations, the employee should contact the law enforcement authorities by dialing 911. Immediately after contacting the law enforcement authorities, the employee must report the

There will be no retaliation against any employee who brings a complaint in good faith under the Violence in the Workplace Policy or who honestly assists in investigating such a complaint, even if the investigation produces insufficient evidence that there has been a violation, or if the charges cannot be proven. However, disciplinary action may be taken against employees who, in bad faith, make false or frivolous accusations.

SECTION 11 – STANDARDS OF CONDUCT

PERSONAL STANDARDS

Each employee must be neatly groomed and wear clothing that is professional and appropriate for

the employee's position. Your Superintendent or immediate supervisor will inform you of any special clothing requirements. Employees will not be permitted to wear clothing or otherwise present an appearance that may cause disruption, be taken as offensive, or reduce productivity.

Consult your supervisor if you have any questions regarding appropriate attire.

TEACHER-STUDENT INTERACTIONS

Boundaries Defined

For the purposes of this policy the term "boundaries" is defined as acceptable professional behavior 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.

Acceptable and Unacceptable Behavior

Some activities may seem innocent from a staff member's perspective, but some of these activities can be perceived as flirtation or sexual insinuation from a student or parental point of view. The purpose of the following lists of unacceptable and acceptable 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, inappropriate or sexual misconduct.

Staff members must understand their own responsibilities for ensuring 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.

Unacceptable Behaviors

These lists, and any subsequent lists, are not meant to be all-inclusive, but rather illustrative of the types of behavior addressed by 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 school
- Making, or participating in, sexually inappropriate comments
- Sexual jokes, or jokes/comments with sexual overtones or double-entendres
- Seeking emotional involvement (which can include intimate attachment) with a student beyond the normative care and concern required of an educator
- 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
- Giving students a ride to/from school or school activities without parental permission
- Being alone in a room with a student at school with the door closed
- Allowing students in your home without signed parental permission for a pre-planned and pre-communicated educational activity which must include another educator, parent, or other responsible adult

- Remarks about the physical attributes or physiological development of anyone
- Excessive attention toward a particular student
- Sending emails, text messages, Facebook responses, or letters to students if the content is not about school activities

Acceptable and Recommended Behaviors

- Obtaining parent’s written consent for any school activity (exclusive of tutorials)
- Obtaining formal approval (site and parental) to take students off school property for activities such as field trips or competitions
- Emails, text-messages, phone conversations, and other communications to and with students, if permitted, must be professional and pertain to school activities or classes (communication should be initiated via school-based technology and equipment)
- Keeping the door open when alone with a student
- Keeping reasonable and appropriate space between you and the student
- 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
- Immediately asking for advice from senior-staff or administration if you find yourself in a difficult situation related to boundaries
- Involving your supervisor in discussion about boundaries that have the potential to become more severe (including but not limited to: grooming or other red flag behaviors observed in colleagues, written material that is disturbing, or a student’s fixation on an adult)
- Making detailed notes about an incident that in your best judgment 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, or within close supervisory distance, when you must be alone with a student after regular school hours
- Prioritizing professional behavior during all moments of student contact
- Asking yourself if any of your actions, which are contrary to these provisions, are worth sacrificing your job and career

Reporting

When any staff member becomes aware of another staff member, volunteer, guest or vendor having crossed the boundaries specified in this policy, or has a reasonable suspicion of misconduct, he or she must report the suspicion to their immediate supervisor or the Superintendent promptly. Reasonable suspicion means it is based on facts which would lead a reasonable person to believe the conduct occurred. 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.

Investigating

The School will promptly investigate and document the investigation of any allegation of sexual misconduct or inappropriate behavior, using such support staff or outside assistance, as it deems necessary and appropriate under the circumstances. Throughout this fact-finding process, the investigating administrator, and all other 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.

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.

CUSTOMER & PUBLIC RELATIONS

The School's image in front of students, parents (i.e. our "customers") and the general public is critical to our success. All employees are expected to be prompt, polite, courteous and attentive to our customers and the public. It is possible an employee may come into contact with a dissatisfied or hostile individual based on the nature of the employee's work. If this happens, you should immediately notify your supervisor or the Superintendent. We will absolutely not tolerate conduct toward our customers or the general public that might be interpreted as unlawful discrimination or harassment. If you witness conduct in violation of this policy, you should immediately bring it to the attention of your supervisor or the Superintendent.

PROHIBITED CONDUCT

The following is a list of conduct that is prohibited and will not be tolerated by the School. It is not an all-inclusive list, but rather a list designed to give examples of the types of conduct prohibited by the School.

- Falsification of employment records, employment information, or other School records
- Recording the work time of another employee or allowing any other employee to record your work time, or allowing falsification of any time card, either your own or another's
- Theft, deliberate or careless damage, or loss of any School property or the property of any employee or customer
- Provoking a fight or fighting during working hours or on School property
- Participating in horseplay or practical jokes on School time or on School premises where such conduct might be a safety risk or might be interpreted as offensive
- Carrying firearms or any other dangerous weapons on School premises at any time or while acting on behalf of the School
- Violation of the Substance and Alcohol policy
- Insubordination, including but not limited to, failure or refusal to obey the orders or instructions of a supervisor or member of administration, or the use of abusive or threatening or abusive language toward a supervisor or member of administration
- Unreported absence on scheduled workdays unless otherwise excused • Excessive tardiness or absenteeism unless otherwise excused
- Unauthorized use of School equipment, time, materials, facilities, or the School name
- Sleeping or malingering on the job
- Failure to observe working schedules, including the required rest and meal periods
- Soliciting other employees for membership, funds, or other similar activity in connection with any outside organization during your working time or the working time of the employee(s) solicited
- Distributing unauthorized literature or any written or printed material during working time or in work areas ("Working time" does not include your meal and break periods.)
- Failure to timely notify your supervisor when you are unable to report to work
- Failure of an employee to obtain permission to leave work for any reason during normal

- working hours
- Abuse of sick leave
- Violation of the Communications Policy
- Failure to provide a physician's certificate when requested or required to do so • Violating the School's Personal Standards or dress code
- Breaching confidentiality
- Making derogatory racial, ethnic, religious, or sexual remarks or gestures; any violation of the Harassment and/or Equal Employment Opportunity policy; or using profane or abusive language at any time on School premises or during working hours
- Violation of any safety, health, security, or School rule
- Negligence or other conduct leading to the endangerment of harm of a child or children
- Working overtime without authorization or refusing to work assigned overtime
- Unsatisfactory job performance
- Willfully or maliciously making false statements regarding any co-worker or submitting a complaint known to be false.

CONFIDENTIAL INFORMATION

It is important to the School to protect and preserve its trade secrets and confidential information. Confidential information includes, but is not limited to, student information, all student lists, techniques and concepts, marketing plans, design specifications, design plans, strategies, forecasts, bid plans, bid strategies, bid information, contract prices, new products, software, computer programs, writings, and all know-how and show-how whether or not protected by patent, copyright, or trade secret law.

The School prohibits audio or video recordings in the workplace, during working hours, without authorization of the School due to privacy and confidentiality concerns and protections.

The School devotes significant time, energy, and expense to develop and acquire its trade secrets and confidential information. As an employee of the School you will, during the course of your employment, have access to and become familiar with various trade secrets and confidential information that are owned by the School. An employee shall not, directly or indirectly, disclose or use any of the foregoing information other than for the sole benefit of the School, either during the term of your employment or at any other time thereafter. This information shall not be disclosed except through normal channels and with authorization. Any and all trade secrets or confidential information shall be returned to the School during extended leaves of absence or upon termination.

During your employment with the School, you will not be permitted nor required to breach any obligation to keep in confidence proprietary information, knowledge, or data acquired during your former employment. You must not disclose to the School any confidential or proprietary information or material belonging to former employers or others.

Violations of this policy may result in disciplinary action, up to and including termination.

CONFLICTS OF INTEREST

All employees must avoid situations that result in actual or even potential conflicts of interest. Personal, social, and economic relationships with competitors, suppliers, customers, parents, or co-employees that may impair an employee's ability to exercise good judgment on behalf of the School or which give the appearance of such impairment create an actual or potential conflict of

interest. For example, romantic or personal relationships between a supervisor and subordinate employee can lead to supervisory problems, claims of harassment, and morale problems.

Any employee involved in such situations or relationships must immediately and fully disclose the nature of the situation or relationship to the Superintendent so a determination can be made as to whether an actual or potential conflict exists, and if so, how to correct the situation.

YVCS expects employees to devote their best efforts to the interests of our school. YVCS recognizes your right to engage in activities outside of your employment, which are of a private nature and unrelated to our business. However, outside activities (second jobs, side businesses, clubs, etc.) must not interfere with your ability to fully perform your job duties at YVCS or create a conflict of interest with your statutory duty of loyalty to the School. The School prohibits employees from working with another School or external organization that competes with YVCS whether as a regular employee or as a consultant.

If you have any questions whether an action or proposed course of conduct would create a conflict of interest, you should immediately contact the Superintendent to obtain advice on this issue. A violation of this policy will result in immediate and appropriate discipline, up to and including, immediate termination.

This policy is in addition to YVCS' Revised Nonprofit Conflict of Interest Policy and Conflict of Interest Code.

Outside Employment

If you are a full time employee we expect that you devote your full professional effort to your position at YVCS. If you wish to participate in outside work activities you are required to obtain written approval from the Superintendent prior to starting those activities. Approval will be granted unless the activity conflicts with YVCS' interests. In general, outside work activities are not allowed when they:

- Prevent you from performing work for which you are employed at YVCS.
- Involve organizations that are doing or seek to do business with YVCS including actual or potential vendors.
- Violate provisions of law or YVCS policies or rules.
- When the employee is on a medical leave (FMLA/CFRA/PDL or any other medical leave).

Your obligations to YVCS must be given priority. Full time employees are hired and continue employment with the understanding that YVCS is their primary employer and that other employment, commercial involvement or volunteer activity that is in conflict with the business interests of the school is strictly prohibited.

POLICY REGARDING INCONSISTENT, INCOMPATIBLE OR CONFLICTING EMPLOYMENT, ACTIVITY OR ENTERPRISE BY SCHOOL PERSONNEL

Policy Statement

It is the policy of YVCS that its officers and employees may not engage in any outside activity, employment, or enterprise for compensation which is inconsistent, incompatible with, or in conflict with, his or her duties as an officer or employee of YVCS. During working hours or on school premises, officers or employees shall not engage in political or religious activities, or recruit or

solicit students or members of the public for political or religious activities.

An officer's or employee's outside activity, employment, or enterprise for compensation shall be determined to be inconsistent, incompatible with, or in conflict with, his or her duties as an officer of employee of YVCS if any of the following apply:

1. It involves the use of YVCS time, facilities, equipment, supplies, or the officer's or employee's position or influence with YVCS, for private gain or advantage.
2. It involves receipt or acceptance by the officer or employee of any money or other consideration for the performance of an act that would otherwise be required within the scope of the officer or employee's duties with YVCS.
3. It involves the performance of an act as part of the outside activity that involves services performed for YVCS.
4. It affects the officer's or employee's work hours, interferes or conflicts with the officer's or employee's job duties, raise any ethical or conflict of interest concerns, or create any conditions that impact the officer's or employee's job performance.

Officers and employees may not use YVCS' name, logo, supplies, equipment or other property in connection with any outside activities.

Procedure

In the event that an officer or employee believes that an outside activity for compensation may be inconsistent, incompatible with, or in conflict with, his or her duties as an officer or employee of YVCS, the officer or employee shall obtain a written determination of the Superintendent or his or her designee that the outside activity is not in violation of this policy before engaging in such activity.

EXPENSE REIMBURSEMENT POLICY

YVCS will reimburse employees for certain reasonably necessary business expenses incurred in the furtherance of YVCS business. In order to be eligible for reimbursement, employees must follow the protocol set forth in the school's relevant fiscal and accounting policies and procedures. In general, the immediate supervisor must have previously approved all expenses, prior to the employee spending money. All receipts pertaining to the reimbursement must be original and detailed, and should be submitted to the appropriate supervisor for review and approval, prior to submission for final approval and payment.

POLICY CONFIRMING RESTRICTION ON THE PROVISION OF FUNDS OR OTHER THINGS OF VALUE TO STUDENTS, PARENTS OR GUARDIANS

Policy Statement

It is the policy of YVCS that YVCS shall not provide any funds or things of value to any student or his or her parent or guardian that a school district could not legally provide to a similarly situated student, or his or her parent or guardian. YVCS does not and shall not provide, for example, "sign up bonuses" to parents or guardians or other incentives unrelated to education.

Additionally, a student, parent or guardian shall not use his or her status as a student, parent or guardian with YVCS in order to obtain funds or things of value from YVCS. For example, this policy prohibits an individual from utilizing his or her status as a parent or guardian to obtain a vendor contract with YVCS for compensation. It also prohibits an individual from utilizing his or her status as a parent or guardian to refer or encourage any students enrolled in YVCS, or their parents or guardians, to select that individual or his or her company or another provider of services, in connection with the student's education at YVCS, resulting in the individual's receipt of funds or thing of value from YVCS.

Procedures

The prior approval of the Superintendent or his or her designee must be obtained for any of the following in order to ensure that it does not conflict with this policy:

1. Any funds or things of value provided to a student, parent or guardian which has not previously been approved. This applies in any situation in which a student, parent or guardian would have any funds or things of value, whether in their capacity as a student, parent, guardian, vendor, service provider or other circumstance.
2. Any proposed incentive to be offered to students or parents.

In requesting approval, the educational purpose of any such funds, things of value or incentive must be provided to the Superintendent or his or her designee.

SECTION 12 – SAFETY

SUBSTANCE AND ALCOHOL POLICY

It is the intent of YVCS to promote a safe, healthy and productive work environment for all employees. The School recognizes that the illegal and/or excessive use of drugs and/or alcohol is not conducive to safe working conditions, employees' health, efficient operations, or School success.

For purposes of this policy, "illegal drugs" includes, but is not limited to, substances that are prohibited by law (such as cocaine, heroin, etc.), controlled substances, marijuana (including medicinal marijuana and marijuana vaping or other recreational marijuana use), and prescription drugs (if they are not prescribed for the person using them and/or not being used as prescribed). "Drug paraphernalia" means any accessory for the use, possession, manufacture, distribution, dispensation, purchase, or sale of illegal drugs. "Under the influence" means that the employee is affected by alcohol, prescription medication that impairs cognitive or physical functions, and/or illegal drugs in any detectable manner.

The School complies with all Federal and State regulations regarding drug use while on the job. This policy prohibits the following:

- Use, possession, purchase, or offer for sale of illegal drugs, drug paraphernalia, or alcohol during working hours, including meal and break periods, or in the presence of pupils;
- Use, possession, purchase, or offer for sale of illegal drugs, drug paraphernalia, or alcohol on School property at any time;
- Use, possession, purchase, or offer for sale of illegal drugs, drug paraphernalia, or alcohol while attending a School function or event:

- Storing alcohol (if unauthorized), illegal drugs, or drug paraphernalia in a locker, desk, automobile, or other repository on the School's premises:
- Refusing to submit to an inspection or testing when requested by administration:
- Being under the influence of illegal drugs, prescription medication that impairs cognitive or physical functions and/or alcohol during working hours, while on the School's premises and/or attending a School function or event.

Employees taking physician-prescribed medications, which impairs the employee's job performance, (including medical prescribed marijuana) should not report to work. In addition, if you are required to take any kind of prescription or nonprescription medication that will affect your ability to perform your job, you are required to report this to Human Resources. Human Resources will determine if it is necessary to temporarily place you on another assignment or take other action as appropriate to protect your safety and the safety of other employees and students. Employees taking physician-prescribed medication which will not impair their job performance may be required to present a statement from the prescribing physician to the employee's supervisor indicating the duration of the prescription and stating that the use of the prescription will not impair the employee's ability to perform his or her specific job duties. This policy does not require or request the prescribing physician or the employee to identify any prescription drug or the medical condition for which it is prescribed. No employee shall use or have in his or her possession on the School premises any prescription medication other than medications currently prescribed by a physician for the employee.

This policy will not be construed to prohibit the use of alcohol at social or business functions. However, employees must remember their obligation to conduct themselves appropriately at all times while at School-sponsored functions or while representing the School.

The School may at times conduct unannounced searches of School property for alcohol, illegal drugs, drug paraphernalia, and/or unauthorized controlled substances or to ensure compliance with any other School-related policy. As a result, employees do not have an expectation of privacy in this regard.

Violation of this Substance and Alcohol Policy may result in disciplinary action, up to and including termination, at the School's sole discretion.

Employees should be aware that participation in a rehabilitation program will not necessarily prevent the imposition of disciplinary action, including termination, for violation of this policy. Employees who undergo voluntary counseling or treatment and who continue to work, if any, must meet all established standards of conduct and job performance.

Compliance with this Substance and Alcohol Policy is a condition of employment at the School. Failure or refusal of an employee to cooperate fully, sign any required document, submit to any inspection, or follow any prescribed course of substance abuse treatment will result in discipline, up to and including termination.

Because the use, sale, purchase, possession, or furnishing of an illegally obtained substance is a violation of the law, the School may report such illegal drug activities to an appropriate law enforcement agency.

The School may require a blood test, urinalysis, medical examination of those persons whom the School reasonably suspects of using, possessing, or being under the influence of a drug or alcohol or is acting in such manner that they may harm themselves or another employee.

Any refusal to submit to such testing will be considered a positive screen. An employee's consent to submit to such a test is required as a condition of employment, and an employee's refusal to

consent may result in disciplinary action, including termination for a first refusal or any subsequent refusal. The School shall determine the manner in which such testing is conducted with the goal being to ensure that the test results are accurate.

Such a test may be required of employees involved in any work-related accident or unsafe practice where the safety of the employee or other employees was jeopardized. Periodic retesting may also be required following positive test results or after any violation of this policy or rehabilitation.

SMOKING

All School buildings and facilities are non-smoking facilities. This includes nicotine and non nicotine cigarettes including (herbal cigarettes) as well as e-cigarettes, vaping and/or pipes (both tobacco and marijuana products). Smoking is prohibited within 20 feet of a school building and within 25 feet of a school playground or event location.

PARKED VEHICLES

Employees are responsible for their own parked vehicles and the personal possessions within while parked on YVCS property. Be cautious: keep school property and/or personal possessions out of sight and lock your car. Insuring your vehicle and personal property against loss and damage is recommended for your protection.

PERSONAL AUTOMOBILE and TRANSPORTATION/ DRIVING POLICY

Employees who use their own automobiles for travel on authorized school business will be reimbursed for mileage at the rate established by the Internal Revenue Services and in accordance with the School's Reimbursement policies. Employee must have prior supervisory approval for the use of personal vehicles.

Vehicle Requirements:

Acceptable private-passenger vehicles used for transporting students must meet the following requirements:

- The vehicle must not be designed, used, or maintained to carry more than 11 passengers (including the driver). For 11 passenger vehicles, a commercial driver's license is required. Please note: Any vehicle with the capacity of 12 or more used to transport students is classified by regulatory authorities as a "school bus" and cannot be used to transport students unless it has been modified to meet all federal and state safety regulations of a school bus.
- The vehicle must be in safe working condition (e.g. working seatbelts, brakes, wipers, horn, and lights).
- As required by law, children who are under 8 years old OR who are not at least 4 feet 9 inches in height must be properly secured in a federally approved child passenger restraint system.

Driver Requirements:

Driver must be at least 24 years of age and have the following on file with the school:

- Driver application
- Live Scan background check

- TB Risk Assessment
- Valid CA driving license
- Valid vehicle registration

Insurance Requirements:

Driver must carry and provide evidence of the following auto insurance coverage and amounts:

- Automobile Liability - \$100,000 per person; \$300,000 per occurrence
- Property Damage - \$50,000 per occurrence

If the driver of a personal automobile for approved CHARTER SCHOOL purposes is involved in an accident, by law their liability insurance policy is used first (California Vehicle Code section 17150). CHARTER SCHOOL's liability policy would be used only after their policy limits have been exceeded. CHARTER SCHOOL does not cover, nor is it responsible for, comprehensive and collision coverage to personal vehicles. CHARTER SCHOOL's insurance does not cover damage to personal vehicles.

Driving Record Requirements:

All drivers must obtain and provide a copy of their current Motor Vehicle Record (MVR) at least annually for review; it is available online on the DMV website. Any moving violation must be reported.

PERSONAL PROPERTY

YVCS cannot be responsible and will assume no liability for any loss or damage to employee personal property resulting from theft, fire, or any other cause on YVCS' premises, including the parking area, or away from school property while on school business YVCS employees are prohibited from using personal property for work-related purposes unless approved in advance by the Superintendent.

SAFETY POLICY

YVCS is firmly committed to maintaining a safe and healthy working environment. All employees of the School are expected to be safety conscious on the job at all times. All unsafe conditions or hazards should be corrected immediately. Report all unsafe conditions or hazards to your supervisor or Superintendent immediately, even if you believe you have corrected the problem. If you suspect a concealed danger is present on School premises, or in a product, facility, piece of equipment, process, or business practice for which the School is responsible, bring it to the attention of your supervisor or Superintendent immediately. Supervisors should arrange for the correction of any unsafe condition or concealed danger immediately and immediately contact the Superintendent regarding the problem.

All workplace injuries and illnesses must be immediately reported to your supervisor and Human Resources.

YVCS has in place a written Injury and Illness Prevention Program as required by law. Please contact Human Resources for further information.

ERGONOMICS

YVCS has invested in providing a work environment that is safe for all employees. To lessen the risk of ergonomic hazards, the School will make necessary adjustments to an individual's workstation, educate employees on ergonomic safety, and modify processes when deemed necessary to ensure the well-being and safety of our employees. You should report any ergonomic concerns to your Superintendent.

CHEMICAL EXPOSURE WARNING

Employees should be aware that work areas might contain chemicals known to the State of California to cause cancer or to cause birth defects or other reproductive harm. If you have any questions or concerns about possible chemical exposure in your work area, contact your Superintendent.

SECTION 13 – TERMINATION

VOLUNTARY TERMINATION

YVCS will consider an employee to have voluntarily terminated his or her employment if the employee does any of the following: (1) elects to resign from YVCS; (2) fails to return from an approved leave of absence on the date specified without notifying the school for the need for continued leave including failure to communicate with the School; or (3) fails to report for work without notice to YVCS for three consecutive work days. YVCS requests that employees provide at least two weeks written notice of a voluntary termination. All YVCS property must be returned immediately upon terminating employment. YVCS retains the right to accept resignation immediately and pay the amount of straight time compensation an employee would have earned in lieu of further performance.

INVOLUNTARY TERMINATION

An employee may be terminated involuntarily for, among other reasons, poor performance, misconduct or other violations of YVCS' Rules of Conduct as set forth herein. Notwithstanding the foregoing, or anything else contained in this handbook, YVCS reserves the right to terminate any employee at any time, with or without advance notice and with or without cause.

EXIT INTERVIEWS

All employees who leave employment at YVCS may be asked to take part in an exit interview with their supervisor to communicate their challenges and growth while employed at YVCS. Information shared during an exit interview will be treated as confidential to the extent possible.

VERIFICATION AND REFERENCE POLICY

All requests for employment verification, references or personal information verification or disclosures must be directed to Human Resources. Only Human Resources is authorized to provide

verifications or references, or disclose personal information, pertaining to current or former employees.

With respect to verification requests, YVCS will disclose only the dates of employment and the title of the last position held. YVCS will verify or disclose additional information about the employee only if the employee provides written authorization for YVCS to provide the information. However, YVCS will provide information about current or former employees as required by law or court order. YVCS will not provide any letters of reference for current or former employees. Please refer all questions about this policy to Human Resources.

EMPLOYEE HANDBOOK ACKNOWLEDGEMENT

By my signature below, I acknowledge that I have received a copy of Yosemite Valley Charter School's ("YVCS") Employee Handbook, on the date indicated below and agree to my at-will employment as described below. I acknowledge that it is my responsibility to read and review the Employee Handbook carefully. I also acknowledge that it is my responsibility to ask for clarification if I do not understand any of the policies included in the Employee Handbook.

I understand that the Employee Handbook contains important information regarding YVCS' expectations, policies and guidelines and that I am expected to comply with these expectations, policies and guidelines at all times. I understand that the Employee Handbook does not provide a binding contract, but provides guidelines for personnel concerning some of YVCS' policies.

In particular, I have read and understand YVCS' Anti-Nepotism Policy, Policy Regarding Inconsistent, Incompatible or Conflicting Employment, Activity or Enterprise by School Personnel, Policy Confirming Restrictions on the Provision of Funds or Other Things of Value to Students, Parents or Guardians, and restrictions and procedures to avoid Conflicts of Interest.

Just as I am free to terminate the employment relationship with YVCS at any time, YVCS, in its sole discretion, also reserves the right to modify or terminate the employment relationship with me at any time for any or no reason and with or without notice. Further, there is no agreement, express or implied, written or verbal, between the employee and YVCS for any specific period of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment. No one other than the Superintendent of YVCS, with the approval of the Board of Directors, has the authority to alter your employment at-will status, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to this policy. Further, any such agreement must be in writing and must be signed by the Superintendent. This is the entire agreement between YVCS and me regarding this subject. All prior or contemporaneous inconsistent agreements are superseded. If I have an individually negotiated written employment agreement with YVCS, then the terms and conditions of that agreement will prevail to the extent it differs from the policies in this Handbook.

YVCS reserves the right to modify, alter, add to or delete any of the policies, guidelines or benefits contained in this handbook at any time with or without notice.

Other than YVCS Board of Directors, no other entity or person has the authority to modify this employee handbook.

Employee Name (print): _____

Employee Signature: _____

Date: _____

Cover Sheet

2021-2022 Teaching Assignment Monitoring Outcomes (TAMO)

Section:	IV. Operations
Item:	B. 2021-2022 Teaching Assignment Monitoring Outcomes (TAMO)
Purpose:	Presentation & Potential Discussion - Informational
Related Material:	21-22 YVC TAMO

BACKGROUND:

- TAMO data has been released, as part of the Local Indicators requirement. All schools are advised to present the report to their local governing board at a publicly scheduled meeting.
- The report provides a snapshot, broken down by county, district, and school, that shows how teachers are authorized to teach their assigned courses based on a variety of factors, including the subject area of the course and the number of students enrolled in the course.

California Department of Education

DataQuest Home / Teaching Assignment Monitoring Outcomes by FTE

2021-22 Teaching Assignment Monitoring Outcomes by Full-Time Equivalent (FTE)

Inspire Charter Schools - Central Report (10-62547-0135103) Disaggregated by School

+ [Report Description](#)

+ [Report Glossary](#)

+ [Report Options and Filters](#)

Name	Total Teaching FTE	Clear	Out-of-Field	Intern	Ineffective	Incomplete	Unknown	N/A
Yosemite Valley Charter	94.1	42.1%	57.8%	0.0%	0.1%	0.0%	0.0%	0.0%

Report Totals

Name	Total Teaching FTE	Clear	Out-of-Field	Intern	Ineffective	Incomplete	Unknown	N/A
Yosemite Valley Charter	94.1	42.1%	57.8%	0.0%	0.1%	0.0%	0.0%	0.0%
Westside Elementary	144.9	38.4%	57.9%	0.0%	0.8%	2.1%	0.7%	0.2%
Fresno	10,276.1	83.2%	5.0%	2.4%	5.9%	3.1%	0.3%	0.1%
Statewide	279,044.9	84.0%	4.3%	1.7%	4.3%	5.2%	0.3%	0.2%

Note: Data for classroom-based teaching assignments taught by teachers without a Statewide Education Identifier (SEID) are not included in the Teacher Assignment Monitoring Outcome (AMO) by Full-Time Equivalency (FTE) report. Data are not included for districts and independently reporting charter schools (IRCs) that did not certify their California Longitudinal Pupil Achievement Data System (CALPADS) Fall 2 submission. Due to rounding error, partial FTE counts by AMO may not sum exactly to the Total FTE displayed in the report for the selected reporting

level and filters. For more information about this report, including data sources and timelines, data uses, downloadable files, and a description of the methodology and business rules for processing the data, please visit the [CDE Information about the Teaching Assignment Monitoring Outcome Report](#) webpage.

* Charter school data are removed by default from all district-level reports, including the associated state and county Report Totals. To include charter school data in district-level reports, select the “Reset Filters” button on district-level reports to show data for “All Schools” OR select the desired School Type filter from within the expandable Report Filters menu on the desired DataQuest report.

** Results produced using the Alternative School report filter are based on the Alternative School Accountability Status (ASAS) during associated academic year, which is based on the Dashboard Alternative School Status (DASS). The Alternative School report filter is strictly intended to facilitate comparisons for traditional charter and non-charter schools by allowing for the removal of alternative schools, which generally serve “high-risk” student populations. More information about alternative school accountability can be found on the [CDE Dashboard Alternative School Status \(DASS\)](#) webpage.

Cover Sheet

Shared Staff MOU Between Monarch River Academy & Yosemite Valley Charter School

Section:	IV. Operations
Item:	C. Shared Staff MOU Between Monarch River Academy & Yosemite Valley Charter School
Purpose:	Discussion & Potential Action - Vote
Related Material:	Shared Personnel Services MOU

BACKGROUND:

- As part of the close, mutually beneficial relationship with Yosemite Valley Charter School, the schools would like to continue sharing certain staff positions.
- There is significant cost savings to both schools.
- Costs for shared staff will be invoiced monthly.
- The current version includes a revised Attachment B to reflect staffing and salary changes.

RECOMMENDATION:

- Consider the approval of Shared Personnel Services MOU.

**MEMORANDUM OF UNDERSTANDING
FOR SHARED PERSONNEL SERVICES**

This Memorandum of Understanding for Shared Personnel Services and Resources (“*MOU*”) is entered into as of July 1, 2022 (“*Effective Date*”) by and between the following California nonprofit public benefit corporations, which may each be referred to herein as a “*Party*” or collectively as the “*Parties*” to this MOU: Monarch River Academy and Yosemite Valley Charter School.

WHEREAS, Monarch River Academy operates a public charter school named Monarch River Academy and Yosemite Valley Charter School operates a public charter school named Yosemite Valley Charter School (each a “*School*” or collectively the “*Schools*”);

WHEREAS, Schools are non-classroom-based public charter schools using the same educational model dedicated to providing students with a flexible personalized learning experience that empowers families to tailor a program designed around the specific needs of each student;

WHEREAS, each School employs certificated teachers and special education staff, designated as having the responsibility for the general supervision of their students’ independent study pursuant to Education Code § 51747.5(a);

WHEREAS, Education Code § 51749.5(a)(3) authorizes a non-classroom-based charter school to enter into a memorandum of understanding with another charter school whereby the charter school leases certificated teachers to provide instruction to pupils of the non-classroom-based charter school;

WHEREAS, the Schools desire to use the flexibility afforded under Education Code § 51749.5(a)(3) to share instructional personnel, Special Education staff and the Schools’ respective education programs are structured to allow staff to effectively instruct, supervise, and support students from remote locations;

WHEREAS, the Schools have obtained any necessary approvals from their respective charter authorizers to enter into this MOU;

WHEREAS, the sharing of services performed by the Shared Personnel among all of the Parties cooperatively is in the mutual interest of each of the Parties and in furtherance of their shared goal to successfully implement their respective education programs in an efficient and cost effective manner; and

WHEREAS, the Parties intend to coordinate the services provided by the Shared Personnel to the Parties and to allocate costs among the Parties according to the terms and conditions set forth in this MOU.

NOW, THEREFORE, in consideration of their mutual promises set forth in this MOU, the Parties desire to, and hereby agree as follows:

1. Shared Personnel. During the term of this MOU, the Parties shall coordinate with each other for shared personnel (“*Shared Personnel*”) to perform the educational services described in Attachment A (the “*Services*”) under the terms and conditions set forth herein.

2. Lessor and Lessee Schools. The Parties acknowledge each School may both (i) employ an individual who will provide Services to another School; and (ii) receive Services from an individual employed by another School. The term “*Lessor*” refers to a School leasing its employee(s) to another School pursuant to the terms of the MOU. The term “*Lessee*” refers to a School receiving Services from another School’s employee(s) pursuant to the terms of the MOU. Each Party may serve as a Lessor and Lessee

under this MOU, and shall meet the obligations set forth in this MOU depending on their role as a Lessor and/or Lessee. Shared Personnel shall be subject to the ultimate oversight, direction and control of Lessor and its governing board, officers, and designated representatives, but may also be subject to the supervision and direction of Lessees when performing Services on their behalf. The termination of this MOU shall not terminate the Shared Personnel's employment relationship with the Lessor. The MOU shall not cause Lessees to become third party beneficiaries to Lessor's employment agreements with the Shared Personnel. Nothing in this MOU shall confer upon any Party any rights or remedies, including any right to employment, as an employee of any other Party. Nothing in this MOU shall create a joint venture between the Parties. Each Party shall remain solely responsible for its own governance, operations and educational program.

3. Allocation. Each Party's right to receive Services and obligation to pay fees under this MOU shall be determined based upon their proportionate share using the formulas set forth in Attachment A (the "**Allocation**"), as it may be adjusted from time to time. The Allocation shall be assessed at the intervals set forth in Attachment A for each year of this MOU and upon termination as set forth in Section 8.

4. Allocation of Services. Each Party will have the right to receive Services from Shared Personnel in an amount reasonably equivalent to that Party's Allocation. The Parties shall work cooperatively with each other and the Shared Personnel to coordinate the performance of such Services. Any Party which asserts that it has not received its Allocation of Services from Shared Personnel, must provide written notice to the Parties, describing in detail the alleged deficiency and allowing thirty (30) days to cure before seeking any other remedy.

5. Allocation of Fees and Expenses. As consideration for the Services provided by Shared Personnel, each Lessee shall pay to Lessor the fees and expenses set forth herein.

a. Fees. Each Lessee shall pay to Lessor a fee that is calculated based on their Allocation of the annual total cost incurred by Lessor in employing the Shared Personnel as set forth in Attachment B (including total gross wages, benefits, workers' compensation costs, retirement benefit system contributions, and employment taxes). The total cost shall be fixed as of July 1 for each year of this MOU and may thereafter be subject to change only with the agreement of all Parties. Any such changes, notating the effective date, shall be memorialized by the Parties in Attachment B, which may be updated as a matter of contract administration without the need for a formal amendment to this MOU.

b. Expenses. Reasonable and necessary expenses incurred by Shared Personnel in the course of performing Services under this MOU shall be divided by relative Allocation between those Parties on whose behalf the expenses were incurred. Expenses in excess of \$1,000.00 must be approved in advance by the affected Parties. To the extent such expenses are not incorporated in the total costs outlined in Attachment B, invoices for expenses shall be sent within thirty (60) days of payment to Shared Personnel and shall include copies of supporting documentation (e.g. receipts).

6. Lessor Responsibilities: In addition to any other promises and covenants identified herein, Lessor shall have the following responsibilities under this MOU:

a. Comply with all applicable federal, state and local laws and regulations, including laws prohibiting harassment, discrimination and retaliation.

b. Comply with all applicable federal, state and local laws, regulations and orders concerning workplace safety.

c. Timely pay Shared Personnel consistent with applicable law and their employment agreements, if any.

d. Work cooperatively with Lessee to ensure compliance with all applicable wage and hour laws for non-exempt Shared Personnel, including, but not limited to, providing work schedules (including compliant scheduled meal and rest periods) to Shared Personnel and timely paying Shared Personnel for all overtime and meal and rest period premiums, if applicable, and providing accurate wage statements.

e. Ensure that Shared Personnel maintain the qualifications and competency necessary to provide the Services, including but not limited to: (i) complete all required training, including, but not limited to initial and annual training on mandated child abuse and neglect reporting; (ii) are free from active tuberculosis; (iii) have passed a criminal background check through the Department of Justice; (iv) have not been convicted of a serious or violent felony (as defined by Penal Code §§ 667.5 and 1192.7); (v) are eligible to work in the United States; and (vi) maintain in good standing all applicable licenses and credentials.

f. Supervise and evaluate Shared Personnel and make and implement, in its sole discretion all employment related communications and decisions with respect to Shared Personnel, including, but not limited to matters relating to discipline, termination, accommodations, disability claims, complaints, leaves of absence, compensation and benefits.

g. Administer trainings, leaves of absence, disability accommodations and other duties of an employer as required by applicable law.

h. Assuming Lessor participates in CalSTRS, the Parties acknowledge Shared Personnel are employees of the Lessor for CalSTRS purposes.

i. If Lessee reports a Shared Personnel misconduct to Lessor that violates Lessor or Lessee policies or procedures or law, Lessor shall promptly take corrective action which may include, but is not limited to, conducting an investigation, disciplining the individual, or terminating the individual and making good faith efforts to hire a replacement in accordance with Section 6(i).

j. If a Shared Personnel's employment ends with Lessor, Lessor shall make good faith efforts to replace the individual within thirty (30) days of termination, unless the other Parties provide written consent that a replacement for such individual is not necessary.

7. Lessee Responsibilities: In addition to any other promises and covenants identified herein, each Lessee shall have the following responsibilities under this MOU:

a. Comply with all applicable federal, state and local laws and regulations, including laws prohibiting harassment, discrimination and retaliation.

b. Comply with all applicable federal, state and local laws, regulations and orders concerning workplace safety.

c. Provide to Shared Personnel, in writing, copies of any of Lessee's policies and procedures applicable to the Services.

d. Provide a safe working environment for Shared Personnel.

e. Supervise and direct Shared Personnel when providing Services on behalf of the Lessee in order to ensure that Shared Personnel meet their performance obligations and comply with all of Lessee's applicable policies and procedures.

f. Provide feedback to Lessor regarding the performance of Shared Personnel, including, but not limited to, reporting misconduct to Lessor by a Shared Personnel that violates Lessee policies or procedures or law.

g. Work cooperatively with Lessor to ensure compliance with all applicable wage and hour laws for non-exempt Shared Personnel, including, but not limited to, providing compliant meal and rest periods (e.g., ensuring that non-exempt Shared Personnel take meal and rest periods in accordance with their schedule) and ensuring non-exempt Shared Personnel accurately record/track all hours worked for Lessee. Lessee agrees to timely report to Lessor any non-compliant meal or rest periods and any overtime worked by non-exempt Shared Personnel while working on behalf of Lessee.

8. Term and Termination.

a. Term. The MOU is effective as of July 1, 2022 and shall remain in effect until June 30, 2023 (the "**Initial Term**"). This MOU shall automatically renew for consecutive additional one (1) year terms unless a Party provides written notice of non-renewal to the other at least ninety (90) days prior to the expiration of the then-current term (each, a "**Renewal Term**"). The Initial Term and any Renewal Term(s) are referred to as the Term. Termination under this subsection shall not relieve the terminating Party of any of its obligations under this MOU prior to the effective date of such termination. Termination of participation by any Party(ies) shall not terminate the MOU as to any other Party.

b. Termination With Cause. Any Party may terminate its participation in this MOU for cause as defined below. All notices required under this subdivision must be simultaneously provided to all Parties in writing.

- i. Material Breach. Any Party may terminate this MOU in the event of another Party's material or persistent breach of any one or more of the terms of this MOU, which breach is not remedied within thirty (30) days after written notice. If after thirty (30) days the non-breaching Party determines that the breach has not been remedied or appropriate actions have not commenced to cure the breach, the non-breaching Party may terminate its participation in the MOU effective immediately.
- ii. Charter Revocation/Non-Renewal. Upon the revocation or non-renewal of the charter of a Party, that Party may terminate its participation in the MOU effective upon the winding up of that charter's business, as set forth in any closure resolution. Notice of any such revocation or non-renewal shall be provided as soon as possible.
- iii. Duty to Pay Severance to Shared Personnel Upon Termination. In the event termination of this MOU results in termination of Shared Personnel's employment without cause thereby triggering a requirement to pay severance to Shared Personnel under their employment agreement with Lessor, the terminating party shall be responsible for paying for any severance, or in the event of a termination by more than one Party, any such severance shall be paid according their relative Allocation.

9. Monthly Payment and Deposit. Lessor shall provide monthly statements to each Party which shall include the billing period, the fees and any expenses owed and a description of the method by which the fees and expenses were calculated. Each Party shall submit payment to Lessor within 60 days after receipt of the invoice. Any disputes concerning invoices must be directed to Lessor in writing within sixty (60) days after receipt of the invoice. Lessor shall provide access to reasonable backup documentation

for such fees upon request and subject to privacy considerations.

10. Intellectual Property; Work Product. Any intellectual property owned by a Party that is used by or on behalf of another Party in the context of providing Services, shall remain the property of the originating Party. No Party shall have the right to grant a license, sublicense, or any other use or rights to the intellectual property of another Party. A Party's use of another Party's intellectual property under this MOU shall not create any ongoing license or other right to continuing use of that intellectual property after the termination of this MOU. Upon termination of this MOU, the intellectual property of each Party in the possession of any other Party shall be returned and/or destroyed. Any work product created by or on behalf of a Party pursuant to this MOU, shall be and remain the property of that Party.

11. Confidentiality. Each Party acknowledges that during the term of this MOU, it may have access to certain Confidential Information of the other Parties as defined below. Each Party shall maintain and enforce reasonable administrative, technical, and physical safeguards, including but not limited to restricting access to Confidential Information, in order to reasonably protect the confidentiality of the other Parties' Confidential Information. The Parties' obligations hereunder with respect to Confidential Information shall survive termination of this MOU.

a. **"Confidential Information"** means non-public information marked either "confidential" or "proprietary," or that otherwise should be understood by a reasonable person to be confidential in nature. Confidential Information may include but is not limited to trade secrets, policies, procedures, student education records, intellectual property, business or strategic plans, contractual arrangements or negotiations, fundraising strategies, financial information and employee information. Confidential Information does not include any information which (i) is rightfully known to the recipient prior to its disclosure; (ii) is released to any other person or entity (including governmental agencies) without restriction; (iii) is independently developed by the recipient without use of or reliance on Confidential Information; (iv) is or later becomes publicly available without violation of this MOU or may be lawfully obtained by a Party from a non-party; or (v) which is a public record under California law.

b. If disclosure of Confidential Information is requested pursuant to law, statute, rule or regulation (including a subpoena, a request made to a Party under the California Public Records Act, or other similar form of process), the Party to which the request for disclosure is made shall (other than in connection with routine supervisory examinations by regulatory authorities with jurisdiction and without breaching any legal or regulatory requirement) provide the applicable Party(ies) with prior prompt written notice thereof to the extent practicable, and if practicable under the circumstances, shall allow the applicable Party(ies) to seek a restraining order or other appropriate relief.

c. Upon the termination or expiration of this MOU, Confidential Information of each Party in the possession of the other Party shall be returned and/or destroyed. Section 11 shall survive termination of this MOU.

12. Student Information. Each Party is responsible for its compliance with the federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) ("**FERPA**") and other applicable state and federal laws pertaining to student information and privacy.

a. To the extent necessary, the Lessor shall be designated as having a legitimate educational interest in accessing a Lessee's student education records, as that term is defined by and for purposes of FERPA, thereby allowing Lessor to access personally identifiable information from student education records from the Lessee as part of its performance of the Services. For purposes of this MOU, the term "personally identifiable information" ("**PII**") means any information that can be used on its own or with other information to (i) distinguish one person from another, (ii) identify, contact, or locate a single

person, or (iii) de-anonymize anonymous data.

b. Lessor shall not use or disclose pupil records, including PII, received from or on behalf of another Party except as necessary with respect to the performance of the Services, as required by law, or as otherwise authorized in writing by the applicable Lessee. Lessor shall protect the student education records it receives from or on behalf of another Party no less rigorously than it protects its own student education records. In the event of an unauthorized disclosure of PII, Lessor shall notify the affected Lessee(s) as soon as practicable, and shall, upon the affected Lessee's request, notify affected parents, legal guardians and eligible pupils using reasonably available technological means such as electronic mail.

13. Insurance. Lessor shall procure and maintain in full force and effect for the duration of this MOU, the following insurance in connection with Lessor's performance under this MOU and the provision of Services by Shared Personnel:

a. California Workers' Compensation Insurance, insurance as required by the State of California and consistent with Labor Code section 3602(d)(1), with statutory limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease, covering all Shared Personnel provided under this MOU.

b. General Liability Insurance including coverage for personal injury, death, property damage and sexual abuse/molestation (if not included with ELL) with a combined single limit of no less than One Million Dollars (\$1,000,000) per occurrence, and a minimum annual aggregate of Two Million Dollars (\$2,000,000).

c. Employment Practices Liability Insurance with a combined single limit of no less than One Million Dollars (\$1,000,000) per occurrence.

d. Professional Liability Insurance, which may also be called Educator's Legal Liability Insurance (or ELL), with a combined single limit of no less than One Million Dollars (\$1,000,000) per claim, and Two Million Dollars (\$2,000,000) policy aggregate.

e. Lessor will provide additional insured coverage and policy endorsements for Lessees and their officers, directors, employees, volunteers or agents (collectively referred to as the "***Additional Insureds***") under the General Liability and Employment Practices policies. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. Lessor's insurance shall be primary as respects Additional Insureds, and any insurance, self-insurance or other coverage maintained by Additional Insureds shall be excess to Lessor's insurance and shall not contribute to it.

f. Lessor hereby agrees to waive rights of subrogation which any insurer of Lessor may acquire from Lessor by virtue of the payment of any loss. Lessor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

g. Upon request at any time, Lessor shall furnish any Lessee with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language affecting coverage required by this Section) and a copy of the Declarations and Endorsement Page of the policy listing all policy endorsements. Failure to obtain the required documents prior to the work beginning shall not waive Lessor's obligation to provide them. Lessees reserve the right to require complete, certified copies of all required insurance policies, including endorsements, herein required, at any time.

h. Lessor will provide thirty (30) days prior written notice to Lessee(s) in the event

of any material modification or cancellation of insurance required by this MOU. If any of the required coverages expire during the term of this MOU, Lessor shall deliver the renewal certificate(s) including the additional insured endorsements to Lessees at least ten (10) days prior to the expiration date.

i. Except as indicated above, all policies shall be provided on an occurrence basis. If any of the required policies provide coverage on a claims-made basis: (i) the retroactive date must be shown and must be before the date of the MOU or the beginning of the work; (ii) insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work; (iii) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Lessor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work if possible.

14. Liability. Each Party shall be and remain responsible for its own debts and obligations. Nothing in this MOU shall be construed as imposing on a Party any liability arising out of the operations of any other Party, except as such liability may result from the performance of the first Party's obligations under this MOU.

15. Indemnification.

a. General Indemnification: Each Party shall defend, indemnify, and hold harmless the other Parties, and their employees, officers, directors, and agents, from and against any liability, loss, claims, demands, damages, expenses, lawsuits and costs (including attorneys' fees, expert witness fees, and other costs of litigation or other proceedings) of every kind or nature arising in any manner out of any breach of duties under this MOU and/or negligence or willful misconduct of that Party, including its employees, officers directors and agents excluding Employment Claims as defined in Section 15(b).

b. Shared Costs for Employment Claims by Shared Personnel: The Parties agree to share costs for Employment Claims made by Shared Personnel against a Party based on the Allocation. "Employment Claims" means any and all liability, loss, claims, demands, damages, expenses, lawsuits, and costs arising under and relating to wage and hour laws (including any claims for off the clock time, unpaid working hours, premium pay, penalties, liquidated damages, overtime, double time, and any incentive compensation), employment benefits, leaves of absence, accommodations, or other applicable employment laws for which a Party may be liable as a joint or employer of Shared Personnel.

c. No Indemnification for Sole Negligence or Willful Misconduct: Notwithstanding anything contrary herein, in no event shall any Party be required to: (i) defend, indemnify or hold harmless any other Party ("Other Party"); or (ii) contribute to costs as set forth in Section 15(b) for that Other Party's sole negligence or willful misconduct.

16. Assignment. No Party shall assign this MOU, any interest in this MOU, or its rights or obligations under this MOU without the express prior written consent of the other Parties. This MOU shall be binding on, and shall ensure to the benefit of, the Parties and their respective successors and assigns.

17. Fiduciary Obligations. The governing body for each Party has reviewed this MOU in good faith, and in a manner in which it believes to be in its best interests, and with such care, including reasonable inquiry, as an ordinary prudent person in a like position would use under similar circumstances, and has determined that the MOU is in the best interests of its Party and that the cost allocation to be paid is fair and reasonable.

18. Dispute Resolution. If there is any dispute or controversy between the Parties arising out of or relating to this MOU, the Parties agree to confidentially meet in good faith to discuss a mutually

amicable resolution to the dispute. If informal efforts at dispute resolution are not successful, the Party with the complaint shall give written notice of the dispute and the desired resolution to the other Party. The Parties agree that, within thirty (30) days of the date of written notice of the failure to resolve the dispute despite good faith efforts, they will again meet with a mutually agreeable mediator for non-binding mediation in good faith, with a principal of each of the Parties present. If the Parties are still unable to come to a resolution within thirty (30) days of the external mediation, the Parties may agree to arbitrate the dispute in El Dorado County, or another jurisdiction upon mutual agreement by the Parties in dispute, before a retired California state or federal court judge under the Comprehensive Arbitration Rules of JAMS, rather than resorting to litigation.

19. Notice. All notices, requests, demands, or other communications (collectively “*Notice*”) given to or by the Parties under this MOU shall be in writing and shall be deemed to have been duly given on the date of receipt if transmitted by email or personally served on the Party(ies) to whom Notice is to be given, or seventy-two (72) hours after mailing by United States mail first class, registered or certified mail, postage prepaid, addressed to the Party(ies) to whom Notice is to be given, at the applicable address set forth below:

To: Monarch River Academy
ATTN: Board President
3610 E. Ashlan Ave.
Fresno, CA 93726
sam@theenglishlearnergroup.com

To: Yosemite Valley Charter School
ATTN: Board President
3610 E. Ashlan Ave.
Fresno, CA 93726
ljarocki@hotmail.com

20. Headings. The descriptive headings of the sections and/or paragraphs of this MOU are inserted for convenience only, are not part of this MOU, and do not in any way limit or amplify the terms or provisions of this MOU.

21. Entire Agreement. This MOU and any attachments incorporated by reference constitute the entire agreement between the Parties with respect to the subject matter contained herein and supersedes all agreements, representations and understandings of the Parties with respect to such subject matter made or entered into prior to the date of this MOU and is a final, complete and exclusive statement of the terms of the MOU.

22. Amendments. This MOU may be amended by the mutual written consent of all Parties.

23. No Waiver. No waiver of any provision of this MOU shall constitute, or be deemed to constitute, a waiver of any other provision, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

24. Severability. If any provision of this MOU is invalid or contravenes California law, such provision shall be severed and deemed not to be a part of this MOU and shall not affect the validity or enforceability of its remaining provisions, unless such invalidity or unenforceability would defeat an essential purpose of this MOU.

25. Governing Law. This MOU shall be governed by and interpreted under California law.

26. Authority to Contract. Each Party warrants to the others that it has the authority to enter

into this MOU, that it is a binding and enforceable obligation of said Party, and that the undersigned has been duly authorized to execute this MOU.

27. **Counterparts.** This MOU may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. A faxed, .pdf, or other electronic copy of the fully executed original version of this MOU shall have the same legal effect as an executed original for all purposes.

IN WITNESS WHEREOF, the Parties execute this MOU as of the Effective Date above.

Monarch River Academy, a California nonprofit public benefit corporation

Yosemite Valley Charter School, a California nonprofit public benefit corporation

By: _____
Name: _____
Its: ~~Superintendent~~~~Executive Director~~
Date: _____

By: _____
Name: _____
Its: ~~Superintendent~~~~Executive Director~~
Date: _____

~~Monarch River Academy, a California nonprofit public benefit corporation~~~~Alta Vista Elementary, Authorizing District for Monarch River Academy~~

~~Yosemite Valley Charter School, a California nonprofit public benefit corporation~~~~Westside Elementary School, Authorizing District for Yosemite Valley Charter School~~

By: _____
Name: _____
Its: ~~Board President~~_____

Date: _____

By: _____
Name: _____
Its: ~~Board President~~_____

Date: _____

ATTACHMENT A

Effective Date: July 1, 2022

This attachment is governed by and subject to the provisions of the Memorandum of Understanding regarding the provision of personnel Services, the terms of which are incorporated herein, between the Parties listed below. This Attachment A shall amend, replace and supersede any prior Attachment A between the Parties in their entirety.

DESCRIPTION OF SERVICES

<p align="center">Position</p>	<p align="center">Independent Study Teacher</p>
<p align="center">Description of Services</p>	<p><u>Under the direction of the Superintendent and support of an Assistant Director and Regional Coordinator, the Teacher is responsible for the education of assigned TK-12th grade students and will create a flexible and appropriate learning plan for the school year, including core subject standard progress and mastery, interventions and supports as needed, and enrichment. The Teacher will also provide resources and strategies to the student’s parent/family to ensure an virtual optimal environment for student learning and social/emotional growth.</u></p> <p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● Support students in grades TK-12th and their families to design an innovative Personalized Learning Plan with differentiated instruction, supports, and resources for the student; Plans, develops, organizes, and assigns as necessary in collaboration with the student/parent, a comprehensive educational program for each student, which incorporates the progress and mastery of the California Common Core Standards (includes helping to research and determine which curriculum and materials would be most beneficial to the student’s educational objectives and needs). ● Work collaboratively with local staff and school-wide departments in all school-related matters ● Teach daily virtual classes as assigned ● Attend events and meetings as directed (may be in person or virtual). ● Complete all compliance items accurately and in a timely manner (Examples: Master Agreements, Attendance/Learning Logs, Work Samples/Records, Assignment & Work Records, and Report Cards) ● Engage in activities and data collection/analysis for educational or authorizing agencies like WASC ● Engage in school wide professional development opportunities and/or an Individualized Professional Development Plan ● Collaborate with Director/Principal, Assistant Director, and Regional Coordinator regularly to identify, problem solve, and prevent/address issues that may arise ● Consistently meet with the parent and the student, face to face is preferred, but virtually as appropriate, every 20 school days to review the student’s body of work, and provide guidance and support ● Regular and clear communication with families via in person/virtual meetings, phone, internet/email, etc.

	<ul style="list-style-type: none"> ● Actively participate in SST, 504, and or SPED processes and supports as needed <p>Attendance & Compliance:</p> <ul style="list-style-type: none"> ● Ensure students are engaged in appropriate educational activities through the regular review of the student's body of work, regular meetings/communications with the family, and collection of attendance/learning logs ● Participate in proctoring all internal and state mandated testing and provide needed prep material for students <p>Community Outreach & Relations:</p> <ul style="list-style-type: none"> ● Plan and coordinate regional events such as field trips, community service, clubs, performances, school dances, and promotion/graduation in alignment with monthly and yearly expectations ● Support your local/regional Community Connection and Lending Library events/activities ● Attend homeschool and other educational conferences, in services, and professional development opportunities ● Build partnerships with parents and community stakeholders. ● Maintain and grow roster number as appropriate ● Serve on school committees, participate in school and community activities, and represent the school as appropriate
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Position	Virtual Independent Study Teacher
Description of Services	<p><u>Virtual Independent Study Teacher creates a rigorous, relevant, and nurturing classroom environment that prioritizes student learning and social-emotional development. In addition, the teacher will perform as an instructional specialist in an assigned teaching position. Working collaboratively with other staff members, the teacher will plan, carry out, and evaluate the instructional activities for groups and individual students, for assigned classes and subject areas. With administrative assistance and cooperation, the teacher will provide a learning environment that allows for individual differences and respect for the dignity and worth of each individual student. Virtual Academy Teachers can make a \$7,000 stipend per year for each section of Virtual Academy classes taught that is above their normal workload. Virtual Academy Teachers can earn an additional stipend per student with a maximum roster of 40.</u>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● Support students in grades TK-12th and their families to design an innovative Personalized Learning Plan with differentiated instruction, supports, and resources for the student; Plans, develops, organizes, and assigns as necessary in collaboration with the student/parent, a comprehensive educational program for each student, which incorporates the progress and mastery of the California Common Core Standards (includes helping to research and determine which curriculum and materials would be most beneficial to the student's educational objectives and needs). ● Work collaboratively with local staff and school-wide departments in all school-related matters ● Teach daily virtual classes as assigned

	<ul style="list-style-type: none"> ● Attend events and meetings as directed (may be in person or virtual) ● Complete all compliance items accurately and in a timely manner (Examples: Master Agreements, Attendance/Learning Logs, Work Samples/Records, Assignment & Work Records, and Report Cards) ● Engage in activities and data collection/analysis for educational or authorizing agencies like WASC ● Engage in school wide professional development opportunities and/or an Individualized Professional Development Plan ● Collaborate with Director/Principal, Assistant Director, and Regional Coordinator regularly to identify, problem solve, and prevent/address issues that may arise ● Consistently meet with the parent and the student, face to face is preferred, but virtually as appropriate, every 20 school days to review the student's body of work, and provide guidance and support ● Regular and clear communication with families via in person/virtual meetings, phone, internet/email, etc. ● Actively participate in SST, 504, and or SPED processes and supports as needed <p>Attendance & Compliance:</p> <ul style="list-style-type: none"> ● Ensure students are engaged in appropriate educational activities through the regular review of the student's body of work, regular meetings/communications with the family, and collection of attendance/learning logs ● Participate in proctoring all internal and state mandated testing and provide needed prep material for students <p>Community Outreach & Relations:</p> <ul style="list-style-type: none"> ● Plan and coordinate regional events such as field trips, community service, clubs, performances, school dances, and promotion/graduation in alignment with monthly and yearly expectations ● Support your local/regional Community Connection and Lending Library events/activities ● Attend homeschool and other educational conferences, in services, and professional development opportunities ● Build partnerships with parents and community stakeholders ● Maintain and grow roster number as appropriate ● Serve on school committees, participate in school and community activities, and represent the school as appropriate
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Position	<u>Superintendent</u> Executive Director
Description of Services	<p><u>The Superintendent is responsible for the effective operation of the school including the general administration of all instructional, business or other operations of the school, and for advising and making recommendations to the School Board on such items/areas. He/she is also responsible for the support and growth of the charter school including both teaching and support staff as well as students and families. The 12 month position requires the Superintendent work in both his/her home office and out in the field as needed and, as with other high level leadership roles, may also be called upon under special circumstances to be available during weekends/breaks/holidays. This position will require travel both within and outside of</u></p>

the region. The Superintendent will uphold and promote the school’s mission and vision at all times. The Superintendent will be placed on the Admin Salary Schedule.

Duties and responsibilities include, but are not limited, to:

- ~~Oversee all daily functions in all school departments.~~
- ~~Board Governance:~~
 - ~~Attend board meetings and be the point person for school communication.~~
 - ~~See to the execution of all decisions and requests from the Board.~~
- ~~Finances:~~
 - ~~See that all funds, physical assets, and other property of the school are appropriately safeguarded and administered.~~
 - ~~Ensure that annual budgets and financial reports are prepared and submitted to all pertinent parties.~~
- ~~Audits/Legal:~~
 - ~~Complete and submit all reports, requests, and other deliverables as required by various governing or authorizing bodies or Board policies.~~
 - ~~Ensure Year End Transition (YET) is completed accurately and on time~~
 - ~~Attend all legal hearings~~
 - ~~Create policies as needed for board approval~~
- ~~Student Achievement:~~
 - ~~Curriculum/Instruction Oversight~~
 - ~~Promote student academic achievement at all levels.~~
 - ~~Advocate for equitable academic and extracurricular programs in all facets of the school.~~
- ~~Student Compliance:~~
 - ~~Student Discipline~~
 - ~~Student Withdrawals (Voluntary and Involuntary)~~
 - ~~Appeals~~
 - ~~Schoolwide attendance~~
- ~~Community Engagement:~~
 - ~~Publicity~~
 - ~~Community events~~
 - ~~Social Media/Marketing~~
- ~~Staff Achievement:~~
 - ~~Facilitation and Leadership of Professional Learning Communities and Regional Coordinators~~
 - ~~Professional Development~~
 - ~~Participate in staff evaluations~~
- ~~Human Resources:~~
 - ~~Hiring~~
 - ~~Personnel Issues~~
 - ~~Time Off Request~~

Position	Deputy Director <u>to the Superintendents</u>
Description of Services	<u>The Deputy Director is responsible for the effective operation of the school including the general administration of all instructional, business or other operations of the school, and for advising and making recommendations to the School Board on such</u>

	<p>items/areas. He/she is also responsible for the support and growth of the charter school including both teaching and support staff as well as students and families.</p> <p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● Oversee all daily functions in all school departments. <ul style="list-style-type: none"> ○ SPED, Highschool, The Axia Group ● Board Governance: <ul style="list-style-type: none"> ○ Attend board meetings and be the point person for school communication. ○ See to the execution of all decisions and requests from the Board. ● Finances: <ul style="list-style-type: none"> ○ See that all funds, physical assets, and other property of the school are appropriately safeguarded and administered. ○ Ensure that annual budgets and financial reports are prepared and submitted to all pertinent parties. ● Audits/Legal: <ul style="list-style-type: none"> ○ Complete and submit all reports, requests, and other deliverables as required by various governing or authorizing bodies or Board policies. ○ Ensure Year End Transition (YET) is completed accurately and on time ○ Attend all legal hearings ○ Write policies and procedures as needed for board approval ● Student Achievement: <ul style="list-style-type: none"> ○ Curriculum/Instruction Oversight ○ Promote student academic achievement at all levels. ○ Advocate for equitable academic and extracurricular programs in all facets of the school. ● Student Compliance: <ul style="list-style-type: none"> ○ Appeals ● Community Engagement: <ul style="list-style-type: none"> ○ Publicity ● Staff Achievement: <ul style="list-style-type: none"> ○ Participate in staff evaluations
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Position	<u>Assistant Superintendent Student Support Services Co-Director (Student Support and Services)</u>
Description of Services	<p><u>Under the supervision of the Superintendent, the Assistant Superintendent is responsible for the effective operation of the school including the general administration of all instructional, business or other operations of the school, and for advising and making recommendations to the School Board on such items/areas. He/she is also responsible for the support and growth of the charter school including both teaching and support staff as well as students and families. The 12 month position requires the Assistant Superintendent work in both his/her home office and out in the field as needed and, as with other high level leadership roles, may also be called upon under special circumstances to be available during weekends/breaks/holidays. This position will require travel both within and outside of the region. The Assistant Superintendent will uphold and promote the school’s mission and vision at all times. The Assistant Superintendent will be placed on the Admin Salary Schedule.</u></p> <p><u>Duties and responsibilities include, but are not limited, to:</u></p> <ul style="list-style-type: none"> ● Leading Intervention including Speech (RTI strategies and curriculum). Create

	<p>our MTSS models of support (oversight and monitoring of training, strategies, and curriculum)</p> <ul style="list-style-type: none"> ● Develop, lead, and monitor Student Study Team processes and collaboration with SPED; attend Student Study Team meetings with parents when an admin is needed ● MAP program development (Student Academic Incentive programs), and collaborate with the director of community engagement ● Oversee: <ul style="list-style-type: none"> ○ Attendance platform development for Title 1 and AB167 and compliance monitoring ○ Development of Early Literacy curriculum, training, resources, and Early Literacy coordinator ○ TK program development and grant writing oversight ○ 504 department, Speech Intervention, Social Emotional/Community Development plan as pertains to the TK-8 Enrichment Academy program and intervention plans ● Co-Lead <ul style="list-style-type: none"> ○ Development and oversight of Educational Planning Program (School wide Ed Plans) ○ Development of K-8 Course Outlines Program ○ Development and monitoring of Summer school program ○ On the planning of curriculum/resources Professional Development; Teach some of the planned PDs ● Support Regional Coordinators with instructional coaching of their team ● Participating Hiring Team member for all new and internal staff positions ● "Develop/create diagnostic assessments for intervention program, Early Lit, and tracking through Performance Matters and STAR360 ● Performance Matters oversight our schoolwide diagnostic and assessment platform ● Run/create reports for special groups for Title 1 and intervention purposes ● Lending Library support in sorting and recommending core curriculum, and developing videos and resources for core curriculum for our librarians and families ● Coach new admin in passing the CPACE (knowledge and strategies) ● Collaborate with Axia on school operations
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Position	<u>Assistant Superintendent Educational Services Co-Director (Virtual Academy)</u>
Description of Services	<u>Under the supervision of the Superintendent, the Assistant Superintendent is responsible for the effective operation of the school including the general administration of all instructional, business or other operations of the school, and for advising and making recommendations to the School Board on such items/areas. He/she is also responsible for the support and growth of the charter school including both teaching and support staff as well as students and families. The 12 month position requires the Assistant Superintendent work in both his/her home office and out in the field as needed and, as with other high level leadership roles, may also be called upon under special circumstances to be available during weekends/breaks/holidays. This position will require travel both within and outside of the region. The Assistant</u>

	<p><u>Superintendent will uphold and promote the school’s mission and vision at all times. The Assistant Superintendent will be placed on the Admin Salary Schedule.</u><u>Duties and responsibilities include, but are not limited, to:</u></p> <ul style="list-style-type: none"> ● Develop and lead the Elementary/Middle School Virtual Academy (ESVA) for Math, ELA, Science, Social Studies and SEL ● Oversee Social Emotional/Community Development plan as pertains to the Elementary and Middle School Virtual Academies, including planning and attending in person and virtual events ● Write policies and procedures for virtual programs to ensure that students and staff alike have a consistent and positive experience ● Manage the logistical aspect of all virtual programs including the organization of materials distribution for Virtual Academy classes (order, inventory, package, disburse, etc) ● Virtual Academy Human Resources: Analyze data to develop positions within the virtual academy that will best serve student needs, recruit, interview and hire for the positions, develop an onboarding process for new staff and complete Virtual Academy training initially and in an ongoing basis, create Performance Improvement Plans (PIPs) as needed to support struggling staff members ● Lead English Language Development Program Classes provide ELD training to staff, execute professional coaching, and ensure successful curriculum implementation ● Collaborate with the SPED AD to develop a push in implementation plan with our virtual instruction programs ● Co lead development and monitoring of: <ul style="list-style-type: none"> ○ Summer school program ○ Educational Planning Program (School wide Ed Plans) ○ oversight of K-8 Course Outlines Program ● Co lead and collaborate on <ul style="list-style-type: none"> ○ The planning of curriculum/resources Professional Development ○ The support to Regional Coordinators with instructional coaching of their team ● Participating Hiring Team member for all new and internal staff positions and manage the creation of a school wide Master Schedule ● Organize with different departments to create supportive office hours for staff and families ● Support the planning and execution of staff functions such as the Virtual Academy retreat, all region meetings, etc. ● Provide all needed LCAP reporting to the responsible administrator from my programs ● Collaborate with AXIA on the school operations
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Position	Director of Secondary Education
Description of Services	<u>The Director of Secondary Education works with teachers, families, and students to promote the understanding of the Middle and High School Program. Director of Secondary Education supervises the Secondary Education Specialist(s) and High School Counselor(s). Director of Secondary Education assists Independent Study</u>

	<p><u>Teachers, Regional Coordinators, and all staff with middle and high school specific questions, policies, and procedures. Director of Secondary Education will hold a student roster of 10 and be placed on the Admin Salary Schedule. Director of Secondary Education can earn an additional stipend per student with a maximum roster of 20. Duties and responsibilities include, but are not limited, to:</u></p> <ul style="list-style-type: none"> ● Oversee and direct the High School Team ● Assists high school and college tutors ● Assists the Intervention Team as needed ● Develop and assist the High School Program as needed ● Plans, prepares, and implements instructional activities that contribute to an engaging learning environment ● Hold information sessions regarding the high school program for staff and students ● Manage graduation plans and perform graduation checks ● Monitor student progress and work with Home School Teachers, High School Specialist(s), High School Counselor(s), families, and support staff to ensure students are supported ● Support Individualized Graduation Plan (IGP) review process ● Support college and career readiness for all students ● Provide support and feedback to Teachers and families regarding course and curriculum selection ● Assist with coordination and planning of high school events and senior events in the region ● Seek out and develop partnerships with local community colleges and ROP programs ● Develop, maintain, and promote CTE pathways ● Focus on student achievement through planning and practices aligned with the LCAP ● Develop and ensure that all courses are A-G through College Board requirements ● Oversee timelines to meet all semester deadlines and accountability
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Position	Assistant Director of Secondary Education
Description of Services	<p><u>Under the supervision of the Director of Secondary Education, the AD of Secondary Education will evaluate issues/concerns within the Middle and High School department. They will assist in creating policies and procedures in an effort to improve academic achievement, our state dashboards, and graduation rates. They will work with RC's, teachers, families, and students to promote the understanding of the Middle and High School Programs. The AD will assist the Director of Secondary Education, Home School Teachers, High School Counselor, and Regional Coordinators with high school and middle school specific questions, policies, and procedures. Working collaboratively with the High School team, the AD will plan, carry out, and evaluate the needs of teachers and individual students. With administrative assistance and cooperation, the AD will provide resources that support growing programs and comprehensive policies that support the college and career readiness of all middle and high school students. The Assistant Director will hold a minimum student roster of 10 and be placed on the Admin Salary Schedule. Duties and responsibilities include, but are not limited, to:</u></p>

	<ul style="list-style-type: none"> ● Oversee and direct the High School Team ● Assists high school and college tutors ● Assists the Intervention Team as needed ● Develop and assist the High School Program as needed ● Plans, prepares, and implements instructional activities that contribute to an engaging learning environment ● Hold information sessions regarding the high school program for staff and students ● Manage graduation plans and perform graduation checks ● Monitor student progress and work with Home School Teachers, High School Specialist(s), High School Counselor(s), families, and support staff to ensure students are supported ● Support Individualized Graduation Plan (IGP) review process ● Support college and career readiness for all students ● Provide support and feedback to Teachers and families regarding course and curriculum selection ● Assist with coordination and planning of high school events and senior events in the region ● Seek out and develop partnerships with local community colleges and ROP programs ● Develop, maintain, and promote CTE pathways ● Focus on student achievement through planning and practices aligned with the LCAP ● Develop and ensure that all courses are A-G through College Board requirements ● Oversee timelines to meet all semester deadlines and accountability
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Position	<u>Director of Human Resources and Financial Operations</u>Assistant Director of Accountability and Monitoring
Description of Services	<p><u>The Yosemite Valley/Monarch River Academy Director of Human Resources and Financial Operations is responsible for the business, human resources and financial operations of the school; reviews and evaluates compliance issues/concerns within the organization; monitors and evaluates efforts to meet requirements of various state and federal laws, regulations, and programs including, but not limited to Titles I, VI, VII, and IX, state submission, federal and state grant programs, among others. This person also engages in work with local, state and governmental agencies on matters relating to the Yosemite Valley/Monarch River Academy schools as it pertains to Standardized testing, SBAC, ELPAC etc. and all local diagnostic assessments. The Director of Human Resources and Financial Operations will be placed on the Admin Salary Schedule.</u><u>Duties and responsibilities include, but are not limited, to:</u></p> <ul style="list-style-type: none"> ● Support students in grades TK-12th and their families to design an innovative Personalized Learning Plan with differentiated instruction, supports, and resources for the student; Plans, develops, organizes, and assigns as necessary in collaboration with the student/parent, a comprehensive educational program for each student, which incorporates the progress and mastery of the California Common Core Standards (includes helping to research and determine which curriculum and materials would be most beneficial to the student's educational objectives and needs).

	<ul style="list-style-type: none"> ● Work collaboratively with local staff and school-wide departments in all school-related matters ● Attend professional development, events, and meetings as directed (may be in-person or virtual) ● Complete all compliance items accurately and in a timely manner (Examples: Master ● Agreements, Attendance/Learning Logs, Work Samples/Records, Assignment & Work Records, and Report Cards) ● Engage in activities and data collection/analysis for educational or authorizing agencies like WASC ● Engage in school-wide professional development opportunities and/or an Individualized Professional Development Plan ● Collaborate with Director/Principal, Assistant Director, and Regional Coordinator regularly to identify, problem solve, and prevent/address issues that may arise ● Actively participate in SST, 504, and or SPED processes and supports as needed ● Participate in proctoring all internal and state-mandated testing and provide needed prep material for students ● Plan and coordinate regional events such as field trips, community service, clubs, performances, school dances, and promotion/graduation in alignment with monthly and yearly expectations ● Support your local/regional Community Connection and Lending Library events/activities ● Develop and oversee: <ul style="list-style-type: none"> ○ The collection of compliance and accountability documentation <ul style="list-style-type: none"> ■ LCAP, Title I, Federal Program Monitoring ○ Risk Management and Safety ● Assist with ELD as the ELD Coordinator ● Develop and monitor school grants as needed ● Monitor and provide support, information, and resources to teachers and other necessary staff ● Participate in hiring new teachers and supporting their on-boarding as they join teams ● Host in-person and virtual team meetings, some travel is required. ● Support all teachers and collaborate with the Executive Director and Co-Director on development of a Professional Development Plan when needed ● Understand and be able to teach others about school policies and requirements ● Demonstrate knowledge of learning modalities/educational philosophies
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Position	Assistant Director of Professional Development and Growth
Description of Services	<p><u>The Assistant Director of Professional Growth & Development trains and supports incoming teaching staff with the Teacher Training Boot Camp and struggling teaching staff with targeting supports under the direction of the Superintendent. The Assistant Director of Professional Development and Growth will hold a student roster of 15. This position can earn an additional stipend per student with a maximum roster of 35. Duties and responsibilities include, but are not limited, to:</u></p>

	<ul style="list-style-type: none"> ● Support students in grades TK–12th and their families to design an innovative Personalized Learning Plan with differentiated instruction, supports, and resources for the student; Plans, develops, organizes, and assigns as necessary in collaboration with the student/parent, a comprehensive educational program for each student, which incorporates the progress and mastery of the California Common Core Standards (includes helping to research and determine which curriculum and materials would be most beneficial to the student’s educational objectives and needs). ● Work collaboratively with local staff and school-wide departments in all school-related matters ● Attend professional development, events, and meetings as directed (may be in-person or virtual) ● Complete all compliance items accurately and in a timely manner (Examples: Master ● Agreements, Attendance/Learning Logs, Work Samples/Records, Assignment & Work Records, and Report Cards) ● Engage in activities and data collection/analysis for educational or authorizing agencies like WASC ● Engage in school-wide professional development opportunities and/or an Individualized Professional Development Plan ● Collaborate with Director/Principal, Assistant Director, and Regional Coordinator regularly to identify, problem solve, and prevent/address issues that may arise ● Actively participate in SST, 504, and or SPED processes and supports as needed ● Participate in proctoring all internal and state-mandated testing and provide needed prep material for students ● Plan and coordinate regional events such as field trips, community service, clubs, performances, school dances, and promotion/graduation in alignment with monthly and yearly expectations ● Support your local/regional Community Connection and Lending Library events/activities ● Plan, implement, and coordinate training and professional development. ● Support teachers on an ongoing basis throughout the school year. ● Host online or in-person meetings and training as needed. ● Assist with the continued development of the training program and duties as needed. ● Participate in the interviewing and selection process of new staff. ● Plan and implement new family onboarding
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Position	Director of Community Engagement
Description of Services	<u>The Coordinator of Community and Parent Involvement handles social media, community outreach, Parent University and more. The Coordinator of Community and Parent Involvement serves as the initial point of contact for developing the homeschool community in the assigned region by inspiring community and adventure for the local homeschool community, listening to the needs of families, and finding creative solutions. The Coordinator of Community and Parent Involvement will hold a</u>

	<p><u>minimum student roster of 28. The Director of Community Connections can earn an additional stipend per student with a maximum roster of 40.</u>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● Support students in grades TK–12th and their families to design an innovative Personalized Learning Plan with differentiated instruction, supports, and resources for the student; Plans, develops, organizes, and assigns as necessary in collaboration with the student/parent, a comprehensive educational program for each student, which incorporates the progress and mastery of the California Common Core Standards (includes helping to research and determine which curriculum and materials would be most beneficial to the student’s educational objectives and needs). ● Plan and coordinate regional events such as field trips, community service, clubs, performances, school dances, and promotion/graduation in alignment with monthly and yearly expectations ● Provide support, information and ideas to Regional Community Coordinators. ● Focus on student achievement through planning and practices aligned with the LCAP ● Oversee and implement Community Connections policies and processes ● Plan and implement community service opportunities in the assigned region. ● Partner with community organizations to provide service opportunities for families ● Reach out to and be the point person for community organizations that provide opportunities that would support the School Community ● Promote community among teachers and families ● Respond to requests and correspondence from teachers, families and community representatives in a timely manner ● Motivate and inspire team members ● Support the development and implementation of the LCAP ● Equip parents and teachers to start and organize clubs
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Position	Director of Regional Coordinators
Description of Services	<p><u>The Director of Regional Coordinators will oversee all Regional Coordinators for their charter school and monitor instructional practices as well as student achievement. They will host weekly staff meetings, review student data, plan events, provide instructional coaching and professional development. They will also continue to serve as Regional Coordinators (RCs).</u>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● Support students in grades TK–12th and their families to design an innovative Personalized Learning Plan with differentiated instruction, supports, and resources for the student; Plans, develops, organizes, and assigns as necessary in collaboration with the student/parent, a comprehensive educational program for each student, which incorporates the progress and mastery of the California Common Core Standards (includes helping to research and determine which curriculum and materials would be most beneficial to the student’s educational objectives and needs). ● Work collaboratively with local staff and school-wide departments in all school-related matters ● Attend professional development, events, and meetings as directed (may be in-person or virtual)

	<ul style="list-style-type: none"> ● Complete all compliance items accurately and in a timely manner (Examples: Master Agreements, Attendance/Learning Logs, Work Samples/Records, Assignment & Work Records, and Report Cards) ● Engage in activities and data collection/analysis for educational or authorizing agencies like WASC ● Engage in school wide professional development opportunities and/or an Individualized Professional Development Plan ● Collaborate with Director/Principal, Assistant Director, and Regional Coordinator regularly to identify, problem solve, and prevent/address issues that may arise ● Actively participate in SST, 504, and or SPED processes and supports as needed ● Participate in proctoring all internal and state mandated testing and provide needed prep material for students ● Plan and coordinate regional events such as field trips, community service, clubs, performances, school dances, and promotion/graduation in alignment with monthly and yearly expectations ● Support your local/regional Community Connection and Lending Library events/activities ● Monitor and provide support, information, and resources to teachers and other necessary staff. ● Participate in hiring new teachers and supporting their on-boarding as they join teams. ● Host in person and virtual team meetings, some travel is required. ● Support all teachers and collaborate with the Executive Director and Co-Director on development of a Professional Development Plan when needed. ● Understand and be able to teach others about school policies and requirements. ● Demonstrate knowledge of learning modalities/educational philosophies. ● Oversee and provide support to all Regional Coordinators ● Assist with the developing the implementations of virtual academy programs
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Position	Regional Coordinators
Description of Services	<p><u>The Regional Coordinator serves as the initial point of contact for their assigned teachers. They will support the teaching staff with training, guidance, and mentoring. Coordinators will be responsible for supporting their team of teachers, communicating effectively with them and other departments, and are responsible for sending out vital information. The Regional Coordinator will oversee the work sample collection each learning period, and then review for completion and accuracy. They will also monitor and ensure that attendance logs have been collected and meet compliance requirements. Regional Coordinators will also assist teachers in the YET (Year End Transition) process. Lastly, the Regional Coordinator will support student recruitment within their respective counties of operation. Regional Coordinators will hold a minimum student roster of 10 and will be placed on the Coordinator salary schedule. This position will require an administrative credential for all new hires starting 2020.</u>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● Support students in grades TK-12th and their families to design an innovative Personalized Learning Plan with differentiated instruction, supports, and resources for the student; Plans, develops, organizes, and assigns as necessary in collaboration with the student/parent, a comprehensive educational program for

	<p>each student, which incorporates the progress and mastery of the California Common Core Standards (includes helping to research and determine which curriculum and materials would be most beneficial to the student's educational objectives and needs).</p> <ul style="list-style-type: none"> ● Work collaboratively with local staff and school-wide departments in all school-related matters ● Attend professional development, events, and meetings as directed (may be in-person or virtual) ● Complete all compliance items accurately and in a timely manner (Examples: Master Agreements, Attendance/Learning Logs, Work Samples/Records, Assignment & Work Records, and Report Cards) ● Engage in activities and data collection/analysis for educational or authorizing agencies like WASC ● Engage in school-wide professional development opportunities and/or an Individualized Professional Development Plan ● Collaborate with Director/Principal, Assistant Director, and Regional Coordinator regularly to identify, problem-solve, and prevent/address issues that may arise ● Actively participate in SST, 504, and or SPED processes and supports as needed ● Participate in proctoring all internal and state mandated testing and provide needed prep material for students ● Plan and coordinate regional events such as field trips, community service, clubs, performances, school dances, and promotion/graduation in alignment with monthly and yearly expectations ● Support your local/regional Community Connection and Lending Library events/activities ● Monitor and provide support, information, and resources to teachers and other necessary staff. ● Participate in hiring new teachers and supporting their on-boarding as they join teams. ● Host in-person and virtual team meetings, some travel is required. ● Support all teachers and collaborate with the Executive Director and Co-Director on development of a Professional Development Plan when needed. ● Understand and be able to teach others about school policies and requirements. ● Demonstrate knowledge of learning modalities/educational philosophies.
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Position	<u>Student Support</u>SST Coordinator
Description of Services	<p><u>The Student Support Coordinator serves as a specialist for the school by coordinating and leading Student Study Team (SST) meetings. The Coordinator works with the Independent Study Teacher (IST), parents, students and all other academic staff within the charter schools that support students. This may include staff from the Special Education team. The Coordinator will hold meetings either in-person or virtually regarding intervention and academic supports. The Coordinator may also assist general education teachers with selection of appropriate curricula and the development and implementation of appropriate strategies. In addition, the Coordinator will document and follow up with SST meetings and communicate with parents, teachers, staff regarding progress or further assessments needed. The Coordinator will follow the</u></p>

regulations and laws associated with SSTs and ensure interventions are being met. The Coordinator may travel to IST regional team meetings and present IST and intervention processes. **Duties and responsibilities include, but are not limited, to:**

- Support students in grades TK-12th and their families to design an innovative Personalized Learning Plan with differentiated instruction, supports, and resources for the student; Plans, develops, organizes, and assigns as necessary in collaboration with the student/parent, a comprehensive educational program for each student, which incorporates the progress and mastery of the California Common Core Standards (includes helping to research and determine which curriculum and materials would be most beneficial to the student's educational objectives and needs).
- Work collaboratively with local staff and school-wide departments in all school-related matters
- Attend professional development, events, and meetings as directed (may be in-person or virtual)
- Complete all compliance items accurately and in a timely manner (Examples: Master Agreements, Attendance/Learning Logs, Work Samples/Records, Assignment & Work Records, and Report Cards)
- Engage in activities and data collection/analysis for educational or authorizing agencies like WASC
- Engage in school-wide professional development opportunities and/or an Individualized Professional Development Plan
- Collaborate with Director/Principal, Assistant Director, and Regional Coordinator regularly to identify, problem solve, and prevent/address issues that may arise
- Actively participate in SST, 504, and or SPED processes and supports as needed
- Participate in proctoring all internal and state mandated testing and provide needed prep material for students
- Plan and coordinate regional events such as field trips, community service, clubs, performances, school dances, and promotion/graduation in alignment with monthly and yearly expectations
- Support your local/regional Community Connection and Lending Library events/activities
- Schedule, facilitate, document, and follow up with SST Meetings
- Implements academic and social-emotional/behavioral intervention strategies, tools and curriculum and provides feedback to the Student Study Team.
- Communicate with parents, teachers, staff regarding progress, further assessments needed, etc.
- Help with teacher & parent training on academic and social-emotional/behavioral intervention implementation and the SST/504 processes.
- Communicate and coordinate with the Assessment Team regarding assessments and follow up as needed.
- Assist with progress monitoring & data collection

Position	504 Coordinator
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**Description
of Services**

The 504 Coordinator provides support as a general education teacher and serves as a specialist for the school by coordinating and leading 504 meetings. The coordinator works with the teacher, parents, students, and any other necessary staff to help support the student by virtual meetings and proper documentation. The Coordinator will follow the laws and regulations associated with 504's and ensure accommodations are being met. The Coordinator may travel to teacher regional team meetings and present/train on 504 processes. The 504 Coordinator will hold a student roster of 15. **Duties and responsibilities include, but are not limited, to:**

- ~~Support students in grades TK–12th and their families to design an innovative Personalized Learning Plan with differentiated instruction, supports, and resources for the student; Plans, develops, organizes, and assigns as necessary in collaboration with the student/parent, a comprehensive educational program for each student, which incorporates the progress and mastery of the California Common Core Standards (includes helping to research and determine which curriculum and materials would be most beneficial to the student's educational objectives and needs).~~
- ~~Work collaboratively with local staff and school-wide departments in all school-related matters~~
- ~~Attend professional development, events, and meetings as directed (may be in-person or virtual)~~
- ~~Complete all compliance items accurately and in a timely manner (Examples: Master Agreements, Attendance/Learning Logs, Work Samples/Records, Assignment & Work Records, and Report Cards)~~
- ~~Engage in activities and data collection/analysis for educational or authorizing agencies like WASC~~
- ~~Engage in school-wide professional development opportunities and/or an Individualized Professional Development Plan~~
- ~~Collaborate with Director/Principal, Assistant Director, and Regional Coordinator regularly to identify, problem solve, and prevent/address issues that may arise~~
- ~~Actively participate in SST, 504, and or SPED processes and supports as needed~~
- ~~Participate in proctoring all internal and state-mandated testing and provide needed prep-material for students~~
- ~~Plan and coordinate regional events such as field trips, community service, clubs, performances, school dances, and promotion/graduation in alignment with monthly and yearly expectations~~
- ~~Support your local/regional Community Connection and Lending Library events/activities~~
- ~~Schedule, facilitate, document and follow up with 504 Meetings.~~
- ~~Collaborate with school staff and parents to coordinate effective learning strategies/accommodations for students.~~
- ~~Work with Testing, CALPADS, Assessment/SPED Team, and other departments as needed.~~
- ~~Collaborate to create academic and social-emotional/behavioral intervention strategies, tools and curriculum and provide feedback to the team.~~
- ~~Communicate with parents, teachers, staff regarding progress, further assessments needed, etc.~~
- ~~Help with teacher & parent training on academic and social-emotional/behavioral intervention implementation and the SST/504 processes.~~

	<ul style="list-style-type: none"> ● Communicate and coordinate with the Assessment Team regarding assessments and follow up as needed. ● Assist with progress monitoring & data collection ● Enter and/or pull data and reports from the SIS (e.g, ELD, 504, demographics)
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Position	<u>English Language Learning Language Coordinator</u>EL Coordinator
Description of Services	<p><u>The English Language Learner Coordinator serves as an English Learner expert for the school by coordinating with the teacher, parents, students and all other academic staff to support English Learners. The Coordinator will update and maintain accuracy of the EL Master Plan and have it board approved each year. The coordinator may also assist general education teachers with selection of appropriate curricula and the development and implementation of appropriate strategies. In addition to the certificated salary/benefits the English Language Learner Coordinator will hold a student roster of 15. Duties and responsibilities include, but are not limited, to:</u></p> <ul style="list-style-type: none"> ● Support students in grades TK-12th and their families to design an innovative Personalized Learning Plan with differentiated instruction, supports, and resources for the student; Plans, develops, organizes, and assigns as necessary in collaboration with the student/parent, a comprehensive educational program for each student, which incorporates the progress and mastery of the California Common Core Standards (includes helping to research and determine which curriculum and materials would be most beneficial to the student’s educational objectives and needs). ● Work collaboratively with local staff and school-wide departments in all school-related matters ● Attend professional development, events, and meetings as directed (may be in-person or virtual) ● Complete all compliance items accurately and in a timely manner (Examples: Master Agreements, Attendance/Learning Logs, Work Samples/Records, Assignment & Work Records, and Report Cards) ● Engage in activities and data collection/analysis for educational or authorizing agencies like WASC ● Engage in school-wide professional development opportunities and/or an Individualized Professional Development Plan ● Collaborate with Director/Principal, Assistant Director, and Regional Coordinator regularly to identify, problem solve, and prevent/address issues that may arise ● Actively participate in SST, 504, and or SPED processes and supports as needed ● Participate in proctoring all internal and state mandated testing and provide needed prep material for students ● Plan and coordinate regional events such as field trips, community service, clubs, performances, school dances, and promotion/graduation in alignment with monthly and yearly expectations ● Support your local/regional Community Connection and Lending Library events/activities ● Maintain appropriate data of EL students in Pathways. ● Monitor newly enrolled EL students and TOMS ELPAC eligible students to verify testing or correction of ELAS as needed.

	<ul style="list-style-type: none"> ● Input scores for Initial ELPAC into TOMS LST. ● Plan and administer ELPAC tests to all EL students as required. ● Work with Testing, CALPADS, Records, Assessment/SPED Team, and other departments as needed. ● Collaborate within the school to implement EL curriculum. ● Supply training and emails for notifying Teachers and instructions for Moodle proctor training and to determine who needs the Initial ELPAC. ● Order and track supplies for Initial and Summative ELPAC. ● Develop and hold Outstanding Direct Instruction Sessions each week for EL students. ● Monitor data and progress reporting of EL's and RFEF's; encourage intervention and support as needed. ● Review initial ELPAC scores and designate students as needed. Review summative ELPAC scores and reclassify students that qualify. ● Oversight of ELAS Correction Policy.
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Position	Testing Coordinator
Description of Services	<p><u>The Testing Coordinator strives to support the school with specific responsibilities to facilitate the vision and goals of testing and GE assessments. The Testing Coordinator will hold a student roster of 15.</u> Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● Support students in grades TK-12th and their families to design an innovative Personalized Learning Plan with differentiated instruction, supports, and resources for the student; Plans, develops, organizes, and assigns as necessary in collaboration with the student/parent, a comprehensive educational program for each student, which incorporates the progress and mastery of the California Common Core Standards (includes helping to research and determine which curriculum and materials would be most beneficial to the student's educational objectives and needs). ● Work collaboratively with local staff and school-wide departments in all school-related matters ● Attend professional development, events, and meetings as directed (may be in-person or virtual) ● Complete all compliance items accurately and in a timely manner (Examples: Master Agreements, Attendance/Learning Logs, Work Samples/Records, Assignment & Work Records, and Report Cards) ● Engage in activities and data collection/analysis for educational or authorizing agencies like WASC ● Engage in school-wide professional development opportunities and/or an Individualized Professional Development Plan ● Collaborate with Director/Principal, Assistant Director, and Regional Coordinator regularly to identify, problem solve, and prevent/address issues that may arise ● Actively participate in SST, 504, and or SPED processes and supports as needed ● Participate in proctoring all internal and state mandated testing and provide needed prep material for students

	<ul style="list-style-type: none"> ● Plan and coordinate regional events such as field trips, community service, clubs, performances, school dances, and promotion/graduation in alignment with monthly and yearly expectations ● Support your local/regional Community Connection and Lending Library events/activities ● Work closely with the Director and Co-Directors of Testing, teachers, and other appropriate staff. ● Local benchmark monitoring such as Star 360 and other assessments. ● Create, monitor, and share reports with school administrators as well as answer all general questions regarding use of the program(s) used. ● Provide school with training for teachers and testing messaging to families. ● Manage, train, promote, and proctor Physical Fitness Testing and California Assessment of Student Performance and Progress (CAASPP). ● Be the point person to provide information regarding local testing. ● Work with the Tech department to ensure adequate equipment is available for testing. ● Provide support to all test locations, staff, and families.
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Position	High School Counselor
Description of Services	<p><u>The High School Counselor provides an educational atmosphere where students have the opportunity to fulfill their potential for intellectual, emotional, and psychological growth. Counselors will work collaboratively with various departments to ensure student success. The role of the high school counselor includes providing both guidance and counseling services for high school, as well as middle school students. Guidance services assist students with pre-, present, and post high school educational planning; counseling services assist students with personal and social development including crisis situations. The Counselor will provide support and resources to stakeholders that result in student academic success in accordance with state policies and law. The High School Counselor will be compensated with a \$5,000 stipend.</u>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● Meet professional obligations through efficient work habits such as, meeting deadlines, honoring schedules, coordinating resources and meetings in an effective and timely manner, and demonstrating respect for others. ● Maintain professional, positive, ethical, cooperative relationships with students, parents, other staff, administration, and other community members. ● Meet specific counseling and school-wide student goals to maintain effective and efficient record keeping for student roster and graduation information. ● Manage graduation plans and perform graduation checks. ● Monitor student progress and work with Home School Teachers, High School Success Coordinators, families, and support staff to ensure students are supported. ● Participate in all required teacher training and professional development activities, as well as all training and certification maintenance requirements mandated by state law. ● Plan, prepare, and implement instructional activities that contribute to an engaging learning environment. ● Hold virtual live sessions, such as office hours and workshops , provide 1-on-1 support when help is sought.

	<ul style="list-style-type: none"> ● Seek out and develop partnerships with local community colleges and ROP programs ● Develop, maintain, and promote CTE pathways. ● Support college and career readiness for all students. ● Create, modify, and differentiate graduation plans and local resources to meet the needs of students with varying backgrounds, learning styles, and special needs.
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Position	Secondary Education Specialist
Description of Services	<p><u>Under the supervision of the Director of Secondary Education, the Secondary Education Specialists work with teachers, families, and students to promote the understanding of the Middle and High School Programs. The Specialists assist the Director of Secondary Education, Independent School Teachers, High School Counselors, and Regional Coordinators with high school and middle school specific questions, policies, and procedures. Working collaboratively with the High School team, the HSS will plan, carry out, and evaluate the needs of teacher and individual students. With administrative assistance and cooperation, the Secondary Education Specialist will provide resources that support growing programs and comprehensive policies that support the college and career readiness of all high school students. The Secondary Education Specialist will hold a minimum student roster of 15.</u>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● Attend meetings and training on a regular basis. ● Weekly management of Central Roster Spreadsheet (new enrollment, withdrawals, IGP's, Yearly Plans, supporting Grad Checks, etc.) ● Collaborate with the High School Director and School Counselor when necessary on policies and procedures. ● Effectively communicate and promote High School policies, procedures, and best practices at RC Meetings. ● Host in person and virtual meetings with teacher's, parents, students, and staff as necessary. ● Promote, plan and host bi-monthly high school hangouts for each grade level ● Attend planning meetings with local community colleges and CTE programs ● Update and maintain <ul style="list-style-type: none"> ○ High School Course Catalog ○ The Teacher Handbook High School and Middle School Section ○ With the High School Directors oversight, create and maintain High School Website ● Creates live and recorded informational sessions on curriculum ● Assist the High School Director with revising and maintaining Pathways and UCOP ● Developing and maintaining A-G Approved Course Outlines

Position	Intervention Specialist – Can be removed
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Description of Services	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● Intervention teachers will use STAR 360 results to determine the unit for DOI. They will use STAR ● 360 benchmarks pre and post the 6 weeks of study to measure success. ● Collaborate within the Department to create academic and social-emotional/behavioral intervention strategies, tools and curriculum and provide feedback to the team. ● Facilitate, document Intervention communications and follow up with SST/504 Meetings ● Communicate with parents, teachers, staff regarding progress, further assessments needed, etc. ● Establish, facilitate and maintain a system for providing tier 1, 2 and tier 3 virtual instruction ● Collaborate with school staff and parents to coordinate effective learning strategies/accommodations for students.
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Position	Executive/Senior Administrative Assistant
Description of Services	<p><u>Under the administrative direction and general supervision of the Superintendent, serves as a confidential assistant and administrative support relieving the Superintendent(s) and Director(s) of administrative and clerical detail. Assists with scheduling and organizing activities and functions, and performs a wide range of highly complex, technical, and confidential secretarial and administrative support duties; provides direct support to the Governing Board and provides information and support to staff, parents, and the community. With positivity and grace, the Executive Administrative Assistant participates and assists in the administration of program initiatives, serves frequently as a liaison between the administrator and the public, students, staff, and other school officials; promotes and maintains positive staff, student, and community relations; exercises best practices in handling matters of a difficult and sensitive nature, and works on compliance issues. The Executive Administrative Assistant will be placed on the Exempt/Managing Classified Salary Schedule.</u>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● Attends Board meetings, public hearings and work sessions for the purpose of providing information, recording minutes, coordinating materials distribution and/or supporting the needs of attendees. ● Compiles data from a wide variety of diversified sources (e.g. staff members, Board Members, Community Organizations, government agencies, etc.) for the purpose of preparing reports, making recommendations and/or preparing information. ● Maintains a wide variety of complex manual and electronic documents, files and records (e.g. contacts, timesheets, legislative information, databases, etc.) for the purpose of providing up to date information and/or historical reference in accordance with established administrative guidelines and legal requirements. ● Monitors a variety of activities on behalf of the Executive Director (e.g. Board procedures, public relations issues, meeting arrangements, account balances, etc.) for the purpose of achieving goals and meeting target dates in compliance with established guidelines and regulatory requirements.

	<ul style="list-style-type: none"> ● Prepares a wide variety of complex written materials (e.g. correspondence, agendas, minutes, event programs, bulletins, reports, etc.) for the purpose of communicating information and/or creating documentation in compliance with established guidelines. ● Processes a wide variety of complex documents and materials (e.g. work orders, requisitions, travel reimbursements, budget transfers, etc.) for the purpose of disseminating information in compliance with administrative guidelines and/or regulatory requirements. ● Researches a variety of topics (e.g. current practices, policies, education codes, board agenda items, parental complaints, legal updates, etc.) for the purpose of providing information and/or recommendations and/or addressing a variety of administrative requirements. ● Coordinates a wide variety of projects, activities and/or events for the Directors and Board (e.g. meetings, receptions, luncheons, workshops, travel/accommodations, etc.) ● Schedules a wide variety of activities (e.g. appointments, meetings, travel reservations/accommodations, facility usage, etc.) for the purpose of making necessary arrangements for the administrators and/or board members. ● Oversees the work activities within the office for the purpose of organizing assignments, monitoring progress, and ensuring completion within established guidelines. ● Works closely with Human Resources to assist with the hiring and onboarding process.
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Position	Administrative Assistant – Can be removed
Description of Services	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● Answer and direct phone calls. ● Produce and distribute correspondence memos, letters, faxes and forms. ● Maintain social media and marketing accounts. ● Develop and maintain relationships with vendors, staff, and families. ● Maintain professional, positive, ethical, cooperative relationships with students, parents, other staff, administration, and other community members. ● Respond to requests and correspondence from teachers, families and community representatives in a timely manner. ● Assists directors and staff in the daily operation of the school as well as the planning, implementing, directing and maintaining of school programs by providing a wide variety of complex and confidential administrative and secretarial support. ● Collects and prepares data for complex and confidential reports as assigned. ● Utilizes methods to improve work flow and simplifies reporting procedures. ● Arranges meetings and conferences and makes necessary reservations. ● Coordinates with various school departments and learning programs. ● Works closely with the enrichment department to lead the restitution process. ● Works as the School Representative to approve vendors with the guidance of the Vendor Department.

Position	Receptionist
Description of Services	<p><u>Serves as a main point of contact for students/families and staff. The Receptionist serves frequently as a liaison between the administrator and the public, students, staff, and other school officials. Promotes and maintains positive staff, student, and community relations. The Receptionist will be placed on the Classified Salary Schedule.</u>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● Consistently complete all job duties in a fast paced environment ● Provide secretarial assistance to the Leadership Team ● Oversee, coordinate, and perform day to day school office/clerical functions. ● Greet and assist all office visitors ● Follow office safety protocols, set up rooms for testing, and assist students/staff with technology checkouts and questions ● Able to work independently and as a team managing daily tasks for the school ● Assist employees, students, the board of directors, multiple departments, outside vendors, stakeholders, and the general public as needed ● Exercises best practices in handling matters of a difficult and sensitive nature ● Assists multiple departments as needed ● Order and manage office supplies ● Filing and reconciling receipts and purchase orders. ● Answer and direct calls ● Works as the School Representative to approve vendors with the guidance of the Vendor Department.

Position	Early <u>Learning Coordinator</u>Education Coordinator
Description of Services	<p><u>The Early Learning Coordinator, under the general direction of the directors, will provide instruction, support, and programming to a classroom of transitional kindergarten (TK) and kindergarten students; will work directly with the kindergarten teachers to align programs and content to support classroom instruction; and will interface with parents and school leaders to develop programmatic outcomes and monitor students' progress.</u>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● Help develop and run programming for TK/K students ● Ensure students have access to creative activities, opportunities to play and practice skills in the classroom. ● Meet with kindergarten teachers/directors on a regular basis to gather input on student progress in the classroom and receive recommendations on additional skills to practice with students. ● Communicate with parents regarding programming, skill development, behavioral support, etc. ● Communicate with staff, parents, students, and community to resolve issues or concerns as needed ● Liaison between the other TK/K site coordinator, parents, students, staff, community ● Participate in staff development, as appropriate ● In office duties include but are not limited to the following: <ul style="list-style-type: none"> ● Mailing, printing, copying, faxing, organizing of materials, etc.

Position	Paraprofessional
Description of Services	<p>The Paraprofessional will be responsible for <u>providing individual and small group instruction and behavior support for students with both special and typical learning needs in the general education environment including, but not limited to: the TK-12th grade classrooms, and related activities.</u>The Paraprofessional accepts all of the responsibilities as prescribed by the Education Laws of the State of California, laws and regulations of the United States, statutes of the State of California, and the policies, rules, and regulations established by the Yosemite Valley Charter and Monarch River Academy Board of Trustees.Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● Provide direct support and services to students in TK-12th grade ● Instruct individual students or groups of students with teacher direction ● Assist credentialed teachers with instruction ● Utilize curricular materials and assessments for instruction and intervention as directed by teacher or administrator ● Modify curricula based on student need and IEP goals ● Help students complete class assignments ● Provide supportive and corrective feedback to students during whole group, independent and small group instruction ● Support the implementation of behavior intervention plans ● May assist with the logging of daily behavior data ● Meet with students online and in person in the absence of the classroom teacher ● Assist students in the use of a variety of supplementary instructional materials including, online learning programs, audiovisual equipment, and technology tools following the teacher's plan ● Supervise students on field trips if needed ● Mediate student disputes and provide appropriate behavioral intervention as required and in accordance with school practices ● Help maintain data records, and other records as needed ● Operate instructional technology associated with students' instructional programs ● Gather, compile and prepare data for reports, conferences, and instructional meetings ● Participate in staff development programs as directed ● Prepare instructional materials and help students locate reference materials ● Train and support peers and parents to implement curriculum, technology, and assessments ● Perform other duties, responsibilities and activities as assigned, which may be changed at any time with or without notice

Position	Tutor
Description of Services	<p><u>A tutor works with students and enables them to perform at a higher level academically. A tutor will meet with students privately or in a group setting to oversee the completion of school assignments. Additionally, a tutor can work with students to improve test-</u></p>

	<p>taking skills, note taking process and further elaborate on concepts learned in the classroom. They aim to assist students and promote a deeper understanding of course materials. Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● Reviewing classroom or curricula topics and assignments ● Assisting students with homework, projects, test preparation, papers, research and other academic tasks ● Working with students to help them understand key concepts, especially those learned in the classroom ● Teaching skills to improve academic performance, including study strategies, note taking skills and approaches to answering test questions ● Demonstrating academic best practices for specific subjects and assignments, including research and writing tactics ● Providing students positive and constructive feedback ● Recognizing different learning styles and student preferences ● Staying up to date with the school curriculum
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Position	Senior Director of Special Education
Description of Services	<p><u>Under the Direction of the Superintendent, and the Assistant Superintendent of Student Support the Director of Special Education is responsible for implementing and maintaining Special Education programs and services in conformance to district, state, and federal objectives and laws; planning, designing, and implementing all phases of service provided by the Special Education staff; serving as a resource to patrons, school personnel, and the Board; and maintaining adequate staffing to ensure objectives of programs and services are achieved within budget.</u> Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● Attend Instructional, Finance, and Operational meetings as requested by the Executive Director to ensure special education interests are considered. ● Collaborate, interface, and attend to Special Education Local Plan Area (SELPA) relationships and meeting participation. ● Be attentive to statewide trends in special education by attending State Board of Education (SBE), Advisory Commission on Charter Schools (ACCS), Advisory Commission on Special Education (ACSE) board meetings. ● Interpret law, regulations, and policy/procedures to determine best course of action; advise/direct school personnel and parents. ● Oversee Office of Civil Rights (OCR) and Office of Administrative Hearings (OAH); maintain communication with attorneys and advocates. ● Evaluate and recommend programs, policies, and goals across regional special education departments. ● Develop and maintain liaison with appropriate governmental agencies and relevant community groups. ● Oversee Special Education Information System (SEIS) and CASEMIS reporting <ul style="list-style-type: none"> ○ compliance for both schools education agencies. ● Support SPED Administrators and SPED Classified personnel

Position	Director of <u>Student Support-Transition and Social Emotional Learning</u>
Description of Services	<p><u>The Director of Student Support, under the direction of the Superintendent and the Assistant Superintendent of Student Student Support, oversees and leads the district’s social and emotional learning initiative, by which students develop fundamental emotional and social competencies and experiences. Works to build and deepen positive school-level and district-wide climate and culture by integrating the five SEL core competencies: Self-Awareness, Self-Management, Social Awareness, Relationships Skills, and Responsible Decision-Making. Supports the implementation guides the implementation of positive behavioral interventions and supports (PBIS), restorative practices, as well as culturally responsive teaching and learning. Responsible for the systemic implementation of the SEL program including the development and implementation of the SEL standards, curriculum, instructional practices, assessment, and professional learning. Duties and responsibilities include, but are not limited, to:</u></p> <ul style="list-style-type: none"> ● Oversee & Manage Transition Team ● Autism professional development for parents and behavior support ● Supports: <ul style="list-style-type: none"> ○ Foster and Homeless ○ Students in Crisis ○ Transitions ○ SEL classes ○ MTSS Program ○ Mod/Sev Classes ● Run websites for Transition, SEL, SIC ● PD for all Staff ● Create Transition Curriculum ● Scope & Sequence for Parent PD with Data Collection ● Monthly Reports to The Axia Group for SPED Shared Staff ● Collaboration with Enrollment

Position	Assistant Director of Special Education
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<p>Description of Services</p>	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● Assists the Senior Director of Special Education in developing strategic plans and goal priorities for the school setting ● Develops and implements organizational training <ul style="list-style-type: none"> ● New Teacher Boot Camp Training ● Monitors and manages the logistics for IEPs for compliance, scheduling, and time lines ● Analyze regulatory information ● Communicates/confers with parents, teachers, administrators, and other professionals ● Attends and/or conducts meetings (eligibility, IEP, conferences, staffing) ● Hiring/training sped teachers ● Testing coordinator for sped dept. ● Compliance Reporting to include: SEP, ERMHS, AT/Low Incidence, and Staffing reporting ● Supervises the Assessment Team ● Mentor for new Program Specialists ● Lead in Special Education interventions
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<p>Position</p>	<p style="text-align: center;"><u>Special Education</u>SPED Administrative Assistant</p>
<p>Description of Services</p>	<p><u>Serves as the administrative assistant to the Special Education Director; participates and assists in the administration of the office, relieving the administrator of a variety of technical and administrative duties; serves frequently as a liaison between the administrator and the public, students, staff, special education vendors and other school officials; promotes and maintains positive staff, student, and community relations; exercises best practices in handling matters of a difficult and sensitive nature and works with the SELPA on reimbursement and compliance issues. The Special Education Administrative Assistant will be placed on the Classified Salary Schedule.</u>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● Composes documents from electronic recordings, etc., (e.g. letters, records, reports, memoranda, agenda, forms, minutes etc.) for the purpose of communicating information to appropriate personnel, the public, state officials, etc. ● Proofreads own work and that of others for the purpose of ensuring accuracy of documents. ● Gathers, compiles, generates and distributes information for the purpose of disseminating information to appropriate parties. ● Makes computations using several arithmetical processes for the purpose of verifying totals on reports, requisitions, etc. ● Maintains inventory of office supplies for the purpose of ensuring availability of required items. ● Answers phones for the purpose of screening calls, transferring calls, responding to inquiries, and/or taking messages. ● Operates a variety of standard office equipment (e.g., computers, fax, copier/printer, etc.) for the purpose of performing job functions.

	<ul style="list-style-type: none"> • Processes and prepares documents and materials (e.g. schedules, agendas, mail, presentations, etc.) for the purpose of disseminating information to appropriate parties. • Makes independent decisions regarding office work flow, delegating work for the purpose of maximizing the efficiency of the work force and meeting operational requirements. • Coordinates and schedules meetings (may attend as recording secretary), conferences, and appointments for the purpose of supporting staff in the completion of their work activities. • Prepares written materials (e.g. letters, brochures, newsletters, forms, advertisements, legal notices, brochures agreements, etc.,) for the purpose of conveying information regarding county office activities and/or procedures. • Researches and monitors the status of legislation and regulations for the purpose of ensuring compliance with financial, legal and/or administrative requirements that may impact the operations of the school. • Assists in maintaining policy manuals for the purpose of maximizing the efficiency of the workforce and meeting operational requirements. • Provides training and supervision of clerical work performed by others for the purpose of supporting them in the completion of their work activities
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Position	Student Support <u>Assistant</u>Specialist
Description of Services	<p><u>Under the direction and general supervision of the Director of Transition and Social Emotional Learning, the Student Support Specialist serves as a confidential assistant and administrative support relieving the Director(s) of administrative and clerical detail. Assists with scheduling and organizing activities and functions, and performs a wide range of highly complex, technical, and confidential secretarial and administrative support duties. With positivity and grace, the Student Support Specialist participates and assists in the administration of program initiatives, serves frequently as a liaison between the administrator and the public, students, staff, and other school officials; promotes and maintains positive staff, student, and community relations; exercises best practices in handling matters of a difficult and sensitive nature, and works on compliance issues. The Student Support Specialist will work closely with department leadership to meet the evolving needs of cutting-edge programs. This role is integral to the success of the school, internal programs, and the students involved.</u>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> • Composes documents from electronic recordings, etc., (e.g. letters, records, reports, memoranda, agenda, forms, minutes etc.) for the purpose of communicating information to appropriate personnel, the public, state officials, etc. • Proofreads own work and that of others for the purpose of ensuring accuracy of documents. • Gathers, compiles, generates and distributes information for the purpose of disseminating information to appropriate parties. • Makes computations using several arithmetical processes for the purpose of verifying totals on reports, requisitions, etc. • Operates a variety of standard office equipment (e.g., computers, fax, copier/printer, etc.) for the purpose of performing job functions.

	<ul style="list-style-type: none"> ● Processes and prepares documents and materials (e.g. schedules, agendas, mail, presentations, etc.) for the purpose of disseminating information to appropriate parties. ● Coordinates and schedules meetings (may attend as recording secretary), conferences, and appointments for the purpose of supporting staff in the completion of their work activities. ● Supports the Director of Transitions and Social Emotional Learning
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Position	Service and Assessment <u>Assistant Team</u> Coordinator
Description of Services	<p>The Service/Assessment Coordinator works with the special education staff on assigning Non-Public Agencies (NPAs) to provide services and assessments for our special education students. In addition to identifying the NPA's to provide the services and assessments they also work with the NPA on signing an annual contract with the Yosemite Valley and Monarch River Charter Schools. If an Independent Educational Evaluation (IEE) has been approved they work with the organization to get an Individual Service Agreement (ISA) signed so they assessment can take place. Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● Organize and execute service contracts ● Maintain tracking of service provider assignments via spreadsheets in Google Drive ● Review and verify type of service, minutes and delivery within the Special Education Information System (SEIS) <ul style="list-style-type: none"> ○ Set up and maintain accounts in SEIS for all Therapist ○ Help with Service Tracker in SEIS for Therapist ○ Answer and help with all question about SEIS for Therapist ● Communicate via phone and email with internal service providers, assessors and contracted agencies to assign and track service minutes for all students; maintaining a 24-hour response time ● Communicate with special education department staff to inform of services status for all students; maintaining a 24-hour response time. ● Calculate and adhere to timelines within legal compliance ● Attend all special education and pupil services department meetings ● Complete daily referrals for student services to NPAs Attend provider meetings ● Complete Individual Service Agreements ● Find new provider in remote areas ● Maintain tracking of assessment assignments via spreadsheets in Google Drive ● Review and process special education assessment plans within SEIS ● Set up and maintain accounts with Pearson, MHS, etc. ● Order all Protocols

Position	<u>Special Education Information Systems (SEIS) Assistant</u>SEIS <u>Coordinator (Classified)</u>
Description of Services	<p><u>This role reports to the Director of Special Education and is responsible for overseeing all aspects of data integration between the Special Education Information System (SEIS), Calpads and our Student Information System (SIS). The Special Education Information Systems Assistant will also assist with generating reports, verifying accuracy, analyzing the data, presenting the information succinctly to senior leadership and providing recommendations for improvements. This role will collaborate with other data coordinators, special education staff and the department's director to ensure we are compliant with all state, federal and SELPA data accountability regulations.</u>Special Education and Academic Skills Intervention Services</p> <ul style="list-style-type: none"> ● Manages and monitors database users and student records for the purpose of assuring accuracy, and identifying and resolving data errors as necessary. ● Responds to questions from program staff; remotely assists staff with technology problems ● Communicates and coordinates with personnel to exchange information, coordinate activities for the purpose of resolving issues or concerns. ● Process enrollment of students with IEPs by requesting electronic student records. ● Process withdrawals of students with IEPs by requesting electronic student records. ● Prepares and maintains a variety of records and reports as needed for the purpose of complying with state mandated reporting requirements. ● Compares and aligns information within the student information system, School Pathways, to the Special Education Information System (SEIS) to ensure alignment. ● Provides training in the use of new and existing technology and software and prepares training materials for the purpose of supporting technological advancements to regional Yosemite Valley Charter School and Monarch River Academy special education department staff. ● Maintains assigned project control files (e.g., research, completion, etc.) for the purpose of ensuring compliance with mandatory due dates. ● Assist other personnel as may be required for the purpose of supporting them in the completion of their work activities. ● Attend staff meetings and professional development training. ● <u>Process Initial Requests for the schools.</u>

Position	Program Specialist
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<p>Description of Services</p>	<p><u>Under the direction of the Director of Special Education for Yosemite Valley & Monarch River Academy Charter Schools, this position is responsible for supporting and improving outcomes for students with disabilities. The Program Specialists will provide technical assistance, training, and support to school staff in implementing special education support and services for students with disabilities.</u></p> <p><u>Duties and responsibilities include, but are not limited, to:</u></p> <ul style="list-style-type: none"> ● <u>Teacher Coaching</u> <ul style="list-style-type: none"> ○ <u>Co-develop and manage the coaching plans for Special Education Teachers in providing virtual specialized academic instruction;</u> ○ <u>Support procedures to provide statewide assessments and accommodations;</u> ○ <u>Provide SEIS technical support to teacher and service providers;</u> ○ <u>Provide direct and indirect coaching support to IEP teams.</u> ● <u>Parent Coaching</u> <ul style="list-style-type: none"> ○ <u>Inform families regarding enrollment, enrichment, and specialty partnerships as it applies to their child with an IEP;</u> ○ <u>Guide parents in participating in the special education process;</u> ● <u>Supporting Compliance Processes</u> <ul style="list-style-type: none"> ○ <u>Assist Special Education Teachers in operating programs that support students in the least restrictive environment;</u> ○ <u>Facilitate IEP meetings as appropriate;</u> ○ <u>Analyze and report on student data as it relates to special education services;</u> ○ <u>Analyze and interpret laws and regulations governing the provision of special education;</u> ○ <u>Monitor SEIS regularly for special education compliance.</u> ○ <u>Monitor new enrollment, assign caseload to Case Managers, and review DOR during the intake process.</u> ● <u>Professional Development</u> <ul style="list-style-type: none"> ○ <u>Develop, coordinate, and deliver virtual professional development on a variety of special education related topics.</u>
<p>Position</p>	<p>Speech and Language Pathologist</p>

<p>Description of Services</p>	<ul style="list-style-type: none"> ● Under the direction of the Special Education Director of Yosemite Valley & Monarch River Academy Charter Schools, employee will provide Special Education Speech and Language Assessments to students enrolled in the school’s Independent Study programs. The Speech and Language serves as a member of the Assessment Team and will collaborate as well as consult with the team members. Employee will also assist in development of MTSS with the Independent Study School educational model and interpret assessment results. Employee will be asked to travel to regional areas to assess student. As an employee of the School follow the responsibilities and procedures as delineated in the Teacher Handbook. Perform initial, triennial, and other assessments for students having IEPs (or those with signed assessment plans) ● Attend initial, annual, and triennial IEP meetings as needed; provide consultation. ● Attend staff meetings and professional development as needed ● Consult with school administrators, special education instructional aides, regular education teachers, special education teachers and parents regarding speech and language issues, etc. ● Work with students and refer students and families to community agencies as needed ● For IEP’s make reports available 5 days before the scheduled meeting ● Provide reports and recommendations to staff and families ● Provide presentations and professional development to staff ● Evaluate pupils’ language and social growth ● Communicate with parents through a variety of means ● Maintain a safe environment for students ● Maintain confidentiality and exercise discretion in discussing students with non-parental adults, including staff members ● Provide screening evaluations as part of Child Find duties ● Establish and maintain cooperative working relationships ● Interpret and apply legal mandates, policies and regulations pertaining special education and safe school operations ● Understand and carry out oral and written instructions ● Communicate effectively in oral and written form ● Operation of a computer and assigned software
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<p>Position</p>	<p>School Psychologist</p>
<p>Description of Services</p>	<p><u>Under the direction of the Special Education Director of Yosemite Valley & Monarch River Academy Charter Schools, employee will provide Special Education Assessments to students enrolled in our schools. The School Psychologist serves as a member of the Special Education Department. Employee may also assist in development of MTSS with the Independent Study School educational model, interpret assessment results, and develop Behavioral Support Plans when needed. Employee will be asked to travel to regional areas to assess students.</u>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● Perform initial, triennial, and other assessments for students having IEPs (or those with signed assessment plans) ● Evaluate pupils’ academic and social growth

	<ul style="list-style-type: none"> ● Attend IEP meetings as needed; provide consultation ● Attend and participate in staff meetings ● Consult with school administrators, teachers, special education teachers, and parents regarding student learning and access to the educational program (behavior, attention, learning disorders, etc.) ● Provide consultation when needed regarding students on 504 plans ● Refer students and families to community agencies as needed ● Provide reports and recommendations to staff and families as needed for RTI ● Communicate with parents through a variety of means ● Maintain regular communication with directors ● Attend Student Study Team Meetings and Parent Request Meetings/Needs Assessment Meetings as necessary ● Maintain a safe environment for students ● Respond appropriately to feedback given by parents and students ● Exercise discretion in discussing students with non-parental adults, including staff members
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Position	<u>Secondary Education Specialist</u>
Description of Services	<p><u>Under the supervision of the Director of Secondary Education, the Secondary Education Specialists work with teachers, families, and students to promote the understanding of the Middle and High School Programs. The Specialists assist the Director of Secondary Education, Independent School Teachers, High School Counselors, and Regional Coordinators with high school and middle school specific questions, policies, and procedures. Working collaboratively with the High School team, the HSS will plan, carry out, and evaluate the needs of teacher and individual students. With administrative assistance and cooperation, the Secondary Education Specialist will provide resources that support growing programs and comprehensive policies that support the college and career readiness of all high school students.</u>Under the direction of the Director of Special Education for Yosemite Valley & Monarch River Academy Charter Schools, this position is responsible for supporting and improving outcomes for students with disabilities. The Program Specialists will provide technical assistance, training, and support to school staff in implementing special education support and services for students with disabilities.Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● Teacher Coaching <ul style="list-style-type: none"> ○ Co-develop and manage the coaching plans for Special Education Teachers in providing virtual specialized academic instruction; ○ Support procedures to provide statewide assessments and accommodations; ○ Provide SEIS technical support to teacher and service providers; ○ Provide direct and indirect coaching support to IEP teams. ● Parent Coaching <ul style="list-style-type: none"> ○ Inform families regarding enrollment, enrichment, and

	<p style="text-align: center;">specialty partnerships as it applies to their child with an IEP;</p> <ul style="list-style-type: none"> ○ Guide parents in participating in the special education process; ● Supporting Compliance Processes <ul style="list-style-type: none"> ○ Assist Special Education Teachers in operating programs that support students in the least restrictive environment; ○ Facilitate IEP meetings as appropriate; ○ Analyze and report on student data as it relates to special education services; ○ Analyze and interpret laws and regulations governing the provision of special education; ○ Monitor SEIS regularly for special education compliance. ○ Monitor new enrollment, assign caseload to Case Managers, and review DOR during the intake process. ● Professional Development <ul style="list-style-type: none"> ○ Develop, coordinate, and deliver virtual professional development on a variety of special education related topics.
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Position	Nurse
Description of Services	<p><u>Under the direction of the Special Education Director of Yosemite Valley & Monarch River Academy Charter Schools, employee will provide Special Education Health and Development Assessments and also assist the IEP team in the development and oversight of Health Plans to students enrolled in our two Charter Schools programs. The School Nurse serves as a member of the Special Education Team and will collaborate as well as consult with team members.</u>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● Perform vision and hearing assessments, health and develop for initial, triennial, and other assessments for students having IEPs (or those with signed assessment plans) ● Attend IEP meetings when appropriate, to make reports or provide consultation. ● Consult with school administrators, special education, regular education teachers, special education teachers and parents. ● Provide consultation regarding students on 504 plans as needed ● Conduct health screenings during scheduled school wide screenings. ● Check immunizations ● Interview parents regarding health issues/concerns ● Review of available health records ● Document unusual health concerns ● Develop medical protocols or health plan for any child with an IEP, if needed ● Provide training to staff on medical protocols or health plan ● Advise other special education personnel, if necessary ● Provide reports and recommendations to staff and parents ● Provide presentations and professional development to staff members ● Communicate with parents through a variety of means ● Maintain regular communication with directors ● Attend staff meetings ● Maintain a safe environment for students

	<ul style="list-style-type: none"> ● Exercise discretion in discussing students with non-parental adults, including staff members
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Position	Occupational Therapist
Description of Services	<p>Under the direction of the Director of Special Education, the Occupational Therapist is responsible for participating with an integrative collaborative team to provide virtual services and the occasional in-person service, consultation to parents and teachers; performing consultation services and direct treatment for students with special needs and disabilities for students enrolled in either Yosemite Valley or Monarch River Academy Charter Schools; providing occupational therapy services, intervention, treatment and activities to enhance sensory processing, perceptual-motor skills, motor coordination, self-care, muscle strength, range of motion, postural reflexes and other functional abilities among identified students; conducting student assessments and providing recommendations for occupational therapy intervention; developing, implementing, evaluating and modifying occupational therapy treatment plans and interventions in response to student needs and disabilities. The OT will also perform assessments when needed for initial and Triennial evaluations when needed.Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● Prepare and conduct initial, triennial, annual assessments, and evaluations ● Confer and collaborate with teachers, staff, parents, medical providers, outside agencies and others in conducting assessments and observations. ● Provide occupational therapy services, intervention, treatment and activities to meet specific student Individualized Educational Program (IEP) and therapeutic goals; evaluate students using standardized tests, observations and/or clinically derived surveys to enhance sensory processing, perceptual-motor skills, motor coordination, self-care, muscle strength, range of motion, postural reflexes and other functional abilities among identified students; establish and maintain treatment, intervention and objectives to improve student functioning and enhance learning. ● Develop and implement daily treatment plans and interventions for individual students according to student needs and disabilities; collaborate with staff, service and medical providers to develop and monitor student therapy plan ● Write concise and detailed annual, extended school year reports and IEP occupational therapy goal development including benchmark reviews; develop content for OT newsletter ● Provide consultation and training to teachers, staff and parents regarding

	<p>occupational therapy and related students, treatment, interventions, assessments, principles, theories, standards, guidelines, requirements, practices and procedure</p> <ul style="list-style-type: none"> ● Attend and participate in IEP and other assigned meetings and conferences concerning students with special needs; collaborate with faculty, staff and administrators in the formulation, development and implementation of IEPs, intervention plans and related services, goals and objectives; collect and record data for IEPs and occupational therapy files ● Maintains awareness of and ensures compliance with relevant State and Federal laws and regulations, Board Policies. ● Attend and participate in various in-services, professional development, committees and workshops as directed
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Position	SPED Case Manager (Mild/Moderate, Moderate/Severe)
Description of Services	<p><u>Under the direction of the Special Education Director, the Education Specialist will support the instructional program for all students and provide academic, behavioral, and social intervention services to identified students. As an employee of Yosemite Valley or Monarch River Academy Charter Schools, this employee will follow the responsibilities and procedures as delineated in the teacher and special education handbook. Duties and responsibilities include, but are not limited, to:</u></p> <ul style="list-style-type: none"> ● Develop Individualized Education Plan (IEP) in collaboration with IEP team members using the Special Education Information System (SEIS) program; ● Schedule and prepare all materials for IEP meetings; ● Consult/collaborate with parents, staff, and service providers to ensure appropriate delivery of special education services; ● Maintain special education records to meet compliance guidelines; ● Teach/instruct students to ensure successful progress toward student's IEP goals; ● Communicate with parents about student progress and recommendations for home-based methods and materials; follows up on progress regularly; ● Collaborate with general education staff to support student's access to their least restrictive environment and the general education curriculum; ● Assist with implementation/understanding of accommodations/ modifications ● Perform initial, triennial, and other informal assessments in order to identify student need(s); ● Attend staff meetings and professional development training.

Position	Transition <u>Job Coach</u> Specialist
Description of Services	<p><u>The goal of this position is to prepare students with disabilities for employment through Transition Student Services that includes: job exploration counseling, workplace readiness training, mobility training, work-based learning opportunities, job coaching, postsecondary education counseling and instruction in self-advocacy. Duties and responsibilities include, but are not limited, to:</u></p>

	<ul style="list-style-type: none"> ● Participate in transdisciplinary team meetings, multidisciplinary staffings, annual reviews, parent conferences, and faculty meetings. ● Teach Transition classes ● Communicate frequently with parents. Elicit parent input in educational planning and implementation. ● Collaborate with team members to develop and modify goals/objectives on student ITP/IEPs. ● Ensure that goals/objectives are outcome based, longitudinal, and measurable. ● Implement student IEPs utilizing teaching methods, materials, and adaptations appropriate to meet individual student needs. ● Implement programs, curriculum, and procedures recommended by transdisciplinary team members consisting of content in the community living domains, functional academics, vocational and embedded social, communication and motor skills. ● Facilitate cooperative learning, community instruction, and integrated environments ● Design, revise, and maintain a class schedule and instructional programs consisting of activities developed from student IEP goals/objectives ● Demonstrate a consistent method of assessing student growth via the use of clear criteria and is congruent with student goals. Collect and summarize performance data on an ongoing basis. ● Collaborate with team members to report on student progress by the established timelines. ● Participate in Transition Planning meetings and implement movement to adult services for exiting students.
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Position	Job Placement Specialist/Job Coach
Description of Services	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● Provides job exploration counseling. ● Provides workplace readiness training. ● Coordinates and conducts work based learning experience site logistics meetings with business partners, Job Placement Specialists, and students. ● Conducts work based learning experience orientations with students and parents. ● Identifies and “troubleshoots” problems that occur at work based learning experience sites. ● Provides instruction in self advocacy. ● Develops and implements lesson plans/materials to support students with employment retention and soft skills. ● Holds virtual student sessions and virtual office hours. ● Conducts virtual mobility training for students using public transportation and ride share apps.

	<ul style="list-style-type: none"> ● Provides post-secondary education counseling. ● Utilizes community, post-secondary education and business resources to enhance the delivery of student services. ● Participates in community employer networks and Chamber of Commerce meetings. ● Initiates and maintains contact with a variety of businesses and industry representatives as part of work-based learning experiences. ● Remain updated on job market, fairs, internet, and community resources. ● Contacts prospective employers to develop specific job opportunities for students and prepare specific job analysis to facilitate job matching. ● Coordinates the placement of students into competitive integrated employment. ● Reviews job tasks, scenarios, and expectations with employed students and provide support with developing and /or enhancing their employment skills specific to their place of work. ● Regularly provides students receiving short term support services with informal and formal evaluations for improving work skills through regular site visits/supervision. ● Actively participates in staff development and transition meetings. ● Assists with developing student transition portfolios. ● Creates transition infrastructure and programs. ● Uploads work samples and other materials onto Student Pathways and SEIS.
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<u>Position</u>	<u>Accountability and Compliance Manager</u>
<u>Description of Services</u>	<u>See to the day to day work record compliance, attendance recording, all documents after enrollment, supporting teachers on compliance procedures, and some maintenance of data within School Pathways. Review other compliance items as needed. Complete important work to prepare and execute a successful audit season. The Accountability and Compliance Manager will be placed on the Exempt/Managing Classified Salary Schedule.</u>

<u>Position</u>	<u>Art Teacher</u>
<u>Description of Services</u>	<u>The Art Teacher creates a rigorous, relevant, and nurturing classroom environment that prioritizes student learning and social-emotional development. In addition, the teacher will perform as an instructional specialist in an assigned teaching position. Working collaboratively with other staff members, the teacher will plan, carry out, and evaluate the instructional activities for groups and individual students, for assigned classes and subject areas. With administrative assistance and cooperation, the teacher will provide a learning environment that allows for individual differences and respect for the dignity and worth of each individual student.</u>

<u>Position</u>	<u>Community Resource Liason</u>
<u>Description of Services</u>	<u>The Community Resources Engagement Assistant provides exceptional customer service to families, students, parents, staff, and all educational partners. Directly assist with clerical and administrative tasks for the Director of Community Engagement and actively engage in developing the Yosemite Valley and Monarch River community. The Community Resources Engagement Assistant will help schedule, prepare, plan, and set up events and community outreach as well as assist with correspondence on behalf of the school.</u>

<u>Position</u>	<u>Curriculum & Instruction Lead Teacher</u>
<u>Description of Services</u>	<u>The Curriculum & Instruction Lead Teacher will collaborate with a team of leaders and administrators to ensure that our students receive the best education we can provide. Key responsibilities include designing effective curriculums, assessing lesson plans, implementing innovative teaching methods, and supporting less experienced teachers in their various roles. Serves as an expert in their assigned grade level and subject area to provide support, resources, training, and progress monitoring for Independent Study Teachers and Virtual Academy Teachers.</u>

<u>Position</u>	<u>Special Day Class Program Coordinator</u>
<u>Description of Services</u>	<u>The position of Special Day Class (SDC) Program Coordinator is tasked with supporting the design, implementation, and the daily operations of a robust virtual SDC program including the creation and management of curriculum and instruction, which is designed for special education students with Moderate-to-Severe disabilities. This program will be our future offer of FAPE for these students, so the person chosen must have a passion for working with Moderate-to-Severe students and implementing a program where they can learn at a high level. As the SDC Program Coordinator, the role encompasses the facilitation, compliance, and oversight of special education at Yosemite Valley & Monarch River Academy as it pertains to the program.</u>

<u>Position</u>	<u>Special Day Class Program Coordinator</u>
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<u>Description of Services</u>	<u>The position of Special Day Class (SDC) Program Coordinator is tasked with supporting the design, implementation, and the daily operations of a robust virtual SDC program including the creation and management of curriculum and instruction, which is designed for special education students with Moderate-to-Severe disabilities. This program will be our future offer of FAPE for these students, so the person chosen must have a passion for working with Moderate-to-Severe students and implementing a program where they can learn at a high level. As the SDC Program Coordinator, the role encompasses the facilitation, compliance, and oversight of special education at Yosemite Valley & Monarch River Academy as it pertains to the program.</u>
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<u>Position</u>	<u>Lead Secondary Education Specialist</u>
<u>Description of Services</u>	<u>Under the supervision of the Director of Secondary Education, the Lead Secondary Education Specialists work with teachers, families, and students to promote the understanding of the Middle and High School Programs. The Specialists assist the Director of Secondary Education, Independent School Teachers, High School Counselors, and Regional Coordinators with high school and middle school specific questions, policies, and procedures. Working collaboratively with the High School team, the HSS will plan, carry out, and evaluate the needs of teacher and individual students. With administrative assistance and cooperation, the Lead Secondary Education Specialist will provide resources that support growing programs and comprehensive policies that support the college and career readiness of all high school students. The Lead Secondary Education Specialist will hold a minimum student roster of 15.</u>

ALLOCATION OF SERVICES

Each Party's Allocation for the shared personnel providing Services shall be determined by dividing their ADA by the combined ADA of all Parties to this MOU, as set forth below:

Party	ADA	Allocation
Yosemite Valley Charter School	2520	.67 (67.38%)
Monarch River Academy	1220	.33 (32.62%)

Each School shall pay for the costs of Shared Personnel described in Attachment B by multiplying the Allocation percentage by the total Shared Personnel Costs.

In order to ensure an equitable allocation of fees and expenses, the Schools shall review how much each School is paying staff for each month to ensure invoices account for actual Shared Personnel Costs.

Each Party's Allocation shall be determined and reassessed at the following intervals:

1. First Assessment. The Parties shall determine the Allocation no later than July 1, based upon each Party's second principal apportionment report (P-2) for the prior school year and staffing.
2. Second Assessment. The Parties shall re-assess the Allocation no later than December 15, based upon each Party's ADA as of that date, and any resulting adjustments shall be effective as of January 1.

ATTACHMENT B

Total Cost

This attachment is governed by and subject to the provisions of the Memorandum of Understanding regarding the provision of personnel Services, the terms of which are incorporated herein, between Yosemite Valley Charter School and Monarch River Academy.

The following total cost of employing Shared Personnel to provide Services (as defined in Attachment A) is approved and effective as of **July 1, 2023**.

MONARCH RIVER ACADEMY SHARED POSITIONS

<u>Position Code</u>	<u>Shared Personnel Costs</u>
<u>ASSS</u>	<u>\$197,770.00</u>
<u>AT</u>	<u>\$81,205.00</u>
<u>CIL (1-2)</u>	<u>\$130,878.50</u>
<u>CTEC</u>	<u>\$110,029.00</u>
<u>DDS</u>	<u>\$226,115.00</u>
<u>DHRF</u>	<u>\$170,177.00</u>
<u>DRC1</u>	<u>\$189,185.00</u>
<u>EIST (1-2)</u>	<u>\$90,481.00*</u>
<u>ED</u>	<u>\$197,530.00</u>
<u>LSC</u>	<u>\$122,535.00</u>
<u>NUR</u>	<u>\$137,312.00</u>
<u>OT</u>	<u>\$146,621.00</u>
<u>PP (1-6)</u>	<u>\$53,396.00*</u>
<u>PS (1&3)</u>	<u>\$142,863.00*</u>
<u>REC</u>	<u>\$56,748.00</u>
<u>RC (1-4)</u>	<u>\$136,626.00*</u>
<u>SCM (1-15)</u>	<u>\$112,890.00*</u>
<u>SDCC</u>	<u>\$147,225.00</u>
<u>SES (4)</u>	<u>\$143,442.00</u>
<u>SIST (1-3)</u>	<u>\$96,064.00*</u>
<u>SSSS</u>	<u>\$66,962.00</u>
<u>SLP (1-3)</u>	<u>\$149,462.00*</u>
<u>SSTC</u>	<u>\$114,833.00</u>

<u>Position Code</u>	<u>Shared Personnel Costs</u>
<u>ASSS</u>	<u>\$197,770.00</u>
<u>AT</u>	<u>\$81,205.00</u>
<u>CIL (1-2)</u>	<u>\$130,878.50</u>
<u>CTEC</u>	<u>\$110,029.00</u>
<u>DDS</u>	<u>\$226,115.00</u>
<u>DHRF</u>	<u>\$170,177.00</u>
<u>DRC1</u>	<u>\$189,185.00</u>
<u>EIST (1-2)</u>	<u>\$90,481.00*</u>
<u>ED</u>	<u>\$197,530.00</u>
<u>LSC</u>	<u>\$122,535.00</u>
<u>NUR</u>	<u>\$137,312.00</u>
<u>OT</u>	<u>\$146,621.00</u>
<u>PP (1-6)</u>	<u>\$53,396.00*</u>
<u>PS (1&3)</u>	<u>\$142,863.00*</u>
<u>REC</u>	<u>\$56,748.00</u>
<u>RC (1-4)</u>	<u>\$136,626.00*</u>
<u>SCM (1-15)</u>	<u>\$112,890.00*</u>
<u>SDCC</u>	<u>\$147,225.00</u>
<u>SES (4)</u>	<u>\$143,442.00</u>
<u>SIST (1-3)</u>	<u>\$96,064.00*</u>
<u>SSSS</u>	<u>\$66,962.00</u>
<u>SLP (1-3)</u>	<u>\$149,462.00*</u>
<u>SUP</u>	<u>\$214,080.00</u>
<u>TKVA</u>	<u>\$102,517.00</u>
<u>VAC</u>	<u>\$121,007.00</u>
<u>VIST (16-20)</u>	<u>\$109,320.00*</u>

Position Code	Shared Personnel Costs
AD1	\$148,677.00
CD1	\$188,310.00
CTEC	\$88,447.00
DD	\$226,115.00
DRC1	\$163,920.00
EEC	\$58,153.00
EIST (1-3)	\$86,802.00*
ED	\$197,530.00
IS (7-10)	\$103,775.00
LSC	\$111,482.00
NUR	\$137,312.00
OT	\$141,178.00
PS1	\$123,006.00
REC	\$56,748.00
RC (1&2)	\$116,360.00*
SIST (1-4)	\$99,892.50*
SDSE	\$203,554.00
SEES (1-17)	\$97,039.00*
SSSS	\$62,078.00
SLP (1-3)	\$143,992.33*
SSTC	\$99,165.00
TKPT	\$99,644.00
TKVA	\$96,986.00
TPT (1-2)	\$15,600.00*
VAC	\$94,065.00
VIST (16-23)	\$99,432.63*

YOSEMITE VALLEY CHARTER SHARED POSITIONS

<u>Position Code</u>	<u>Shared Personnel Costs</u>
<u>504C</u>	<u>\$140,794.00</u>
<u>ACM</u>	<u>\$79,774.00</u>
<u>AD (1-2)</u>	<u>\$166,717.00*</u>
<u>ASES</u>	<u>\$197,770.00</u>
<u>CIL (3-6)</u>	<u>\$130,879.00</u>
<u>CO (1&2)</u>	<u>\$112,318.00*</u>
<u>CRL</u>	<u>\$68,282.00</u>
<u>DCE</u>	<u>\$170,983.00</u>
<u>DRC2</u>	<u>\$189,185.00</u>
<u>DSE</u>	<u>\$197,345.00</u>
<u>DSPE</u>	<u>\$171,527.00</u>
<u>DSS</u>	<u>\$179,003.00</u>
<u>EAA</u>	<u>\$75,000.00</u>
<u>ELC</u>	<u>\$111,500.00</u>
<u>ELLC</u>	<u>\$148,915.00</u>
<u>LSES</u>	<u>\$122,960.00</u>
<u>PP (7-16)</u>	<u>\$53,396.00*</u>
<u>PPC</u>	<u>\$52,273.00</u>
<u>PPNA</u>	<u>\$52,273.00</u>
<u>PS2</u>	<u>\$142,863.00</u>
<u>PSY (1-4)</u>	<u>\$153,444*</u>
<u>RC (5-10)</u>	<u>\$136,323.00*</u>
<u>SAA</u>	<u>\$77,500.00</u>
<u>SATA</u>	<u>\$71,282.00</u>
<u>SCM (16-31)</u>	<u>\$112,890.00*</u>
<u>SEAA</u>	<u>\$78,458.00</u>
<u>SEISA</u>	<u>\$67,334.00</u>
<u>SES (1-3)</u>	<u>\$143,442.00*</u>
<u>SIST (5-8)</u>	<u>\$96,064.00*</u>

<u>SLP (4-6)</u>	<u>\$149,462.00*</u>
<u>TC</u>	<u>\$139,601.00</u>
<u>TJC (1-2)</u>	<u>\$83,102.00</u>
<u>TKS</u>	<u>\$106,550.00*</u>
<u>TPT (1-10)</u>	<u>\$23,713.00*</u>
<u>VIST (1-15)</u>	<u>\$109,320.00*</u>

Position Code	Shared Personnel Costs
504C	\$104,860.00
AA	\$74,539.00
ACM	\$67,422.00
AD2	\$139,888.00
AD3	\$143,947.00
AD4	\$142,897.00
CD2	\$188,036.00
CO (1&2)	\$92,583.00*
CRL	\$61,744.00
DCE	\$163,962.00
DRC2	\$163,962.00
DSE	\$166,971.00
DT	\$166,971.00
ELC	\$104,860.00
EIST (4-7)	\$94,824.25*
HSVAC	\$114,610.00
IS (1-6)	\$110,795.00*
IST-PT	\$66,047.00
JPS	\$74,341.00
PP	\$61,744.00
PS2	\$119,227.00
PSY (1-3)	\$136,755.33*
RC (4-9)	\$109,743.71*

SAA	\$72,831.00
SATC	\$68,274.00
SEAA	\$69,132.00
SEES (18-31)	\$98,670.79*
SEISC	\$63,262.00
SES (1-3)	\$107,307.67*
SIST (5-9)	\$90,939.60*
SLP (4-5)	\$135,251.50*
TC	\$112,103.00
TJC	\$74,341.00
TKS (1-3)	\$88,360.00*
TPT (3-13)	\$15,600.00*
VAA	\$58,042.00
VIST (1-15)	\$94,546.20*

*Reflects an average "Total Personnel Cost" per employee for positions held by multiple individuals.

MEMORANDUM OF UNDERSTANDING FOR SHARED PERSONNEL SERVICES

This Memorandum of Understanding for Shared Personnel Services and Resources (“*MOU*”) is entered into as of July 1, 2022 (“*Effective Date*”) by and between the following California nonprofit public benefit corporations, which may each be referred to herein as a “*Party*” or collectively as the “*Parties*” to this MOU: Monarch River Academy and Yosemite Valley Charter School.

WHEREAS, Monarch River Academy operates a public charter school named Monarch River Academy and Yosemite Valley Charter School operates a public charter school named Yosemite Valley Charter School (each a “*School*” or collectively the “*Schools*”);

WHEREAS, Schools are non-classroom-based public charter schools using the same educational model dedicated to providing students with a flexible personalized learning experience that empowers families to tailor a program designed around the specific needs of each student;

WHEREAS, each School employs certificated teachers and special education staff, designated as having the responsibility for the general supervision of their students’ independent study pursuant to Education Code § 51747.5(a);

WHEREAS, Education Code § 51749.5(a)(3) authorizes a non-classroom-based charter school to enter into a memorandum of understanding with another charter school whereby the charter school leases certificated teachers to provide instruction to pupils of the non-classroom-based charter school;

WHEREAS, the Schools desire to use the flexibility afforded under Education Code § 51749.5(a)(3) to share instructional personnel, Special Education staff and the Schools’ respective education programs are structured to allow staff to effectively instruct, supervise, and support students from remote locations;

WHEREAS, the Schools have obtained any necessary approvals from their respective charter authorizers to enter into this MOU;

WHEREAS, the sharing of services performed by the Shared Personnel among all of the Parties cooperatively is in the mutual interest of each of the Parties and in furtherance of their shared goal to successfully implement their respective education programs in an efficient and cost effective manner; and

WHEREAS, the Parties intend to coordinate the services provided by the Shared Personnel to the Parties and to allocate costs among the Parties according to the terms and conditions set forth in this MOU.

NOW, THEREFORE, in consideration of their mutual promises set forth in this MOU, the Parties desire to, and hereby agree as follows:

1. Shared Personnel. During the term of this MOU, the Parties shall coordinate with each other for shared personnel (“*Shared Personnel*”) to perform the educational services described in Attachment A (the “*Services*”) under the terms and conditions set forth herein.

2. Lessor and Lessee Schools. The Parties acknowledge each School may both (i) employ an individual who will provide Services to another School; and (ii) receive Services from an individual employed by another School. The term “*Lessor*” refers to a School leasing its employee(s) to another School pursuant to the terms of the MOU. The term “*Lessee*” refers to a School receiving Services from another School’s employee(s) pursuant to the terms of the MOU. Each Party may serve as a Lessor and Lessee

under this MOU, and shall meet the obligations set forth in this MOU depending on their role as a Lessor and/or Lessee. Shared Personnel shall be subject to the ultimate oversight, direction and control of Lessor and its governing board, officers, and designated representatives, but may also be subject to the supervision and direction of Lessees when performing Services on their behalf. The termination of this MOU shall not terminate the Shared Personnel's employment relationship with the Lessor. The MOU shall not cause Lessees to become third party beneficiaries to Lessor's employment agreements with the Shared Personnel. Nothing in this MOU shall confer upon any Party any rights or remedies, including any right to employment, as an employee of any other Party. Nothing in this MOU shall create a joint venture between the Parties. Each Party shall remain solely responsible for its own governance, operations and educational program.

3. Allocation. Each Party's right to receive Services and obligation to pay fees under this MOU shall be determined based upon their proportionate share using the formulas set forth in Attachment A (the "**Allocation**"), as it may be adjusted from time to time. The Allocation shall be assessed at the intervals set forth in Attachment A for each year of this MOU and upon termination as set forth in Section 8.

4. Allocation of Services. Each Party will have the right to receive Services from Shared Personnel in an amount reasonably equivalent to that Party's Allocation. The Parties shall work cooperatively with each other and the Shared Personnel to coordinate the performance of such Services. Any Party which asserts that it has not received its Allocation of Services from Shared Personnel, must provide written notice to the Parties, describing in detail the alleged deficiency and allowing thirty (30) days to cure before seeking any other remedy.

5. Allocation of Fees and Expenses. As consideration for the Services provided by Shared Personnel, each Lessee shall pay to Lessor the fees and expenses set forth herein.

a. Fees. Each Lessee shall pay to Lessor a fee that is calculated based on their Allocation of the annual total cost incurred by Lessor in employing the Shared Personnel as set forth in Attachment B (including total gross wages, benefits, workers' compensation costs, retirement benefit system contributions, and employment taxes). The total cost shall be fixed as of July 1 for each year of this MOU and may thereafter be subject to change only with the agreement of all Parties. Any such changes, notating the effective date, shall be memorialized by the Parties in Attachment B, which may be updated as a matter of contract administration without the need for a formal amendment to this MOU.

b. Expenses. Reasonable and necessary expenses incurred by Shared Personnel in the course of performing Services under this MOU shall be divided by relative Allocation between those Parties on whose behalf the expenses were incurred. Expenses in excess of \$1,000.00 must be approved in advance by the affected Parties. To the extent such expenses are not incorporated in the total costs outlined in Attachment B, invoices for expenses shall be sent within thirty (60) days of payment to Shared Personnel and shall include copies of supporting documentation (e.g. receipts).

6. Lessor Responsibilities: In addition to any other promises and covenants identified herein, Lessor shall have the following responsibilities under this MOU:

a. Comply with all applicable federal, state and local laws and regulations, including laws prohibiting harassment, discrimination and retaliation.

b. Comply with all applicable federal, state and local laws, regulations and orders concerning workplace safety.

c. Timely pay Shared Personnel consistent with applicable law and their employment agreements, if any.

d. Work cooperatively with Lessee to ensure compliance with all applicable wage and hour laws for non-exempt Shared Personnel, including, but not limited to, providing work schedules (including compliant scheduled meal and rest periods) to Shared Personnel and timely paying Shared Personnel for all overtime and meal and rest period premiums, if applicable, and providing accurate wage statements.

e. Ensure that Shared Personnel maintain the qualifications and competency necessary to provide the Services, including but not limited to: (i) complete all required training, including, but not limited to initial and annual training on mandated child abuse and neglect reporting; (ii) are free from active tuberculosis; (iii) have passed a criminal background check through the Department of Justice; (iv) have not been convicted of a serious or violent felony (as defined by Penal Code §§ 667.5 and 1192.7); (v) are eligible to work in the United States; and (vi) maintain in good standing all applicable licenses and credentials.

f. Supervise and evaluate Shared Personnel and make and implement, in its sole discretion all employment related communications and decisions with respect to Shared Personnel, including, but not limited to matters relating to discipline, termination, accommodations, disability claims, complaints, leaves of absence, compensation and benefits.

g. Administer trainings, leaves of absence, disability accommodations and other duties of an employer as required by applicable law.

h. Assuming Lessor participates in CalSTRS, the Parties acknowledge Shared Personnel are employees of the Lessor for CalSTRS purposes.

i. If Lessee reports a Shared Personnel misconduct to Lessor that violates Lessor or Lessee policies or procedures or law, Lessor shall promptly take corrective action which may include, but is not limited to, conducting an investigation, disciplining the individual, or terminating the individual and making good faith efforts to hire a replacement in accordance with Section 6(i).

j. If a Shared Personnel's employment ends with Lessor, Lessor shall make good faith efforts to replace the individual within thirty (30) days of termination, unless the other Parties provide written consent that a replacement for such individual is not necessary.

7. Lessee Responsibilities: In addition to any other promises and covenants identified herein, each Lessee shall have the following responsibilities under this MOU:

a. Comply with all applicable federal, state and local laws and regulations, including laws prohibiting harassment, discrimination and retaliation.

b. Comply with all applicable federal, state and local laws, regulations and orders concerning workplace safety.

c. Provide to Shared Personnel, in writing, copies of any of Lessee's policies and procedures applicable to the Services.

d. Provide a safe working environment for Shared Personnel.

e. Supervise and direct Shared Personnel when providing Services on behalf of the Lessee in order to ensure that Shared Personnel meet their performance obligations and comply with all of Lessee's applicable policies and procedures.

f. Provide feedback to Lessor regarding the performance of Shared Personnel, including, but not limited to, reporting misconduct to Lessor by a Shared Personnel that violates Lessee policies or procedures or law.

g. Work cooperatively with Lessor to ensure compliance with all applicable wage and hour laws for non-exempt Shared Personnel, including, but not limited to, providing compliant meal and rest periods (e.g., ensuring that non-exempt Shared Personnel take meal and rest periods in accordance with their schedule) and ensuring non-exempt Shared Personnel accurately record/track all hours worked for Lessee. Lessee agrees to timely report to Lessor any non-compliant meal or rest periods and any overtime worked by non-exempt Shared Personnel while working on behalf of Lessee.

8. Term and Termination.

a. Term. The MOU is effective as of July 1, 2022 and shall remain in effect until June 30, 2023 (the "**Initial Term**"). This MOU shall automatically renew for consecutive additional one (1) year terms unless a Party provides written notice of non-renewal to the other at least ninety (90) days prior to the expiration of the then-current term (each, a "**Renewal Term**"). The Initial Term and any Renewal Term(s) are referred to as the Term. Termination under this subsection shall not relieve the terminating Party of any of its obligations under this MOU prior to the effective date of such termination. Termination of participation by any Party(ies) shall not terminate the MOU as to any other Party.

b. Termination With Cause. Any Party may terminate its participation in this MOU for cause as defined below. All notices required under this subdivision must be simultaneously provided to all Parties in writing.

- i. Material Breach. Any Party may terminate this MOU in the event of another Party's material or persistent breach of any one or more of the terms of this MOU, which breach is not remedied within thirty (30) days after written notice. If after thirty (30) days the non-breaching Party determines that the breach has not been remedied or appropriate actions have not commenced to cure the breach, the non-breaching Party may terminate its participation in the MOU effective immediately.
- ii. Charter Revocation/Non-Renewal. Upon the revocation or non-renewal of the charter of a Party, that Party may terminate its participation in the MOU effective upon the winding up of that charter's business, as set forth in any closure resolution. Notice of any such revocation or non-renewal shall be provided as soon as possible.
- iii. Duty to Pay Severance to Shared Personnel Upon Termination. In the event termination of this MOU results in termination of Shared Personnel's employment without cause thereby triggering a requirement to pay severance to Shared Personnel under their employment agreement with Lessor, the terminating party shall be responsible for paying for any severance, or in the event of a termination by more than one Party, any such severance shall be paid according their relative Allocation.

9. Monthly Payment and Deposit. Lessor shall provide monthly statements to each Party which shall include the billing period, the fees and any expenses owed and a description of the method by which the fees and expenses were calculated. Each Party shall submit payment to Lessor within 60 days after receipt of the invoice. Any disputes concerning invoices must be directed to Lessor in writing within sixty (60) days after receipt of the invoice. Lessor shall provide access to reasonable backup documentation

for such fees upon request and subject to privacy considerations.

10. Intellectual Property; Work Product. Any intellectual property owned by a Party that is used by or on behalf of another Party in the context of providing Services, shall remain the property of the originating Party. No Party shall have the right to grant a license, sublicense, or any other use or rights to the intellectual property of another Party. A Party's use of another Party's intellectual property under this MOU shall not create any ongoing license or other right to continuing use of that intellectual property after the termination of this MOU. Upon termination of this MOU, the intellectual property of each Party in the possession of any other Party shall be returned and/or destroyed. Any work product created by or on behalf of a Party pursuant to this MOU, shall be and remain the property of that Party.

11. Confidentiality. Each Party acknowledges that during the term of this MOU, it may have access to certain Confidential Information of the other Parties as defined below. Each Party shall maintain and enforce reasonable administrative, technical, and physical safeguards, including but not limited to restricting access to Confidential Information, in order to reasonably protect the confidentiality of the other Parties' Confidential Information. The Parties' obligations hereunder with respect to Confidential Information shall survive termination of this MOU.

a. **"Confidential Information"** means non-public information marked either "confidential" or "proprietary," or that otherwise should be understood by a reasonable person to be confidential in nature. Confidential Information may include but is not limited to trade secrets, policies, procedures, student education records, intellectual property, business or strategic plans, contractual arrangements or negotiations, fundraising strategies, financial information and employee information. Confidential Information does not include any information which (i) is rightfully known to the recipient prior to its disclosure; (ii) is released to any other person or entity (including governmental agencies) without restriction; (iii) is independently developed by the recipient without use of or reliance on Confidential Information; (iv) is or later becomes publicly available without violation of this MOU or may be lawfully obtained by a Party from a non-party; or (v) which is a public record under California law.

b. If disclosure of Confidential Information is requested pursuant to law, statute, rule or regulation (including a subpoena, a request made to a Party under the California Public Records Act, or other similar form of process), the Party to which the request for disclosure is made shall (other than in connection with routine supervisory examinations by regulatory authorities with jurisdiction and without breaching any legal or regulatory requirement) provide the applicable Party(ies) with prior prompt written notice thereof to the extent practicable, and if practicable under the circumstances, shall allow the applicable Party(ies) to seek a restraining order or other appropriate relief.

c. Upon the termination or expiration of this MOU, Confidential Information of each Party in the possession of the other Party shall be returned and/or destroyed. Section 11 shall survive termination of this MOU.

12. Student Information. Each Party is responsible for its compliance with the federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) ("**FERPA**") and other applicable state and federal laws pertaining to student information and privacy.

a. To the extent necessary, the Lessor shall be designated as having a legitimate educational interest in accessing a Lessee's student education records, as that term is defined by and for purposes of FERPA, thereby allowing Lessor to access personally identifiable information from student education records from the Lessee as part of its performance of the Services. For purposes of this MOU, the term "personally identifiable information" ("**PII**") means any information that can be used on its own or with other information to (i) distinguish one person from another, (ii) identify, contact, or locate a single

person, or (iii) de-anonymize anonymous data.

b. Lessor shall not use or disclose pupil records, including PII, received from or on behalf of another Party except as necessary with respect to the performance of the Services, as required by law, or as otherwise authorized in writing by the applicable Lessee. Lessor shall protect the student education records it receives from or on behalf of another Party no less rigorously than it protects its own student education records. In the event of an unauthorized disclosure of PII, Lessor shall notify the affected Lessee(s) as soon as practicable, and shall, upon the affected Lessee's request, notify affected parents, legal guardians and eligible pupils using reasonably available technological means such as electronic mail.

13. Insurance. Lessor shall procure and maintain in full force and effect for the duration of this MOU, the following insurance in connection with Lessor's performance under this MOU and the provision of Services by Shared Personnel:

a. California Workers' Compensation Insurance, insurance as required by the State of California and consistent with Labor Code section 3602(d)(1), with statutory limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease, covering all Shared Personnel provided under this MOU.

b. General Liability Insurance including coverage for personal injury, death, property damage and sexual abuse/molestation (if not included with ELL) with a combined single limit of no less than One Million Dollars (\$1,000,000) per occurrence, and a minimum annual aggregate of Two Million Dollars (\$2,000,000).

c. Employment Practices Liability Insurance with a combined single limit of no less than One Million Dollars (\$1,000,000) per occurrence.

d. Professional Liability Insurance, which may also be called Educator's Legal Liability Insurance (or ELL), with a combined single limit of no less than One Million Dollars (\$1,000,000) per claim, and Two Million Dollars (\$2,000,000) policy aggregate.

e. Lessor will provide additional insured coverage and policy endorsements for Lessees and their officers, directors, employees, volunteers or agents (collectively referred to as the "***Additional Insureds***") under the General Liability and Employment Practices policies. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. Lessor's insurance shall be primary as respects Additional Insureds, and any insurance, self-insurance or other coverage maintained by Additional Insureds shall be excess to Lessor's insurance and shall not contribute to it.

f. Lessor hereby agrees to waive rights of subrogation which any insurer of Lessor may acquire from Lessor by virtue of the payment of any loss. Lessor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

g. Upon request at any time, Lessor shall furnish any Lessee with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language affecting coverage required by this Section) and a copy of the Declarations and Endorsement Page of the policy listing all policy endorsements. Failure to obtain the required documents prior to the work beginning shall not waive Lessor's obligation to provide them. Lessees reserve the right to require complete, certified copies of all required insurance policies, including endorsements, herein required, at any time.

h. Lessor will provide thirty (30) days prior written notice to Lessee(s) in the event

of any material modification or cancellation of insurance required by this MOU. If any of the required coverages expire during the term of this MOU, Lessor shall deliver the renewal certificate(s) including the additional insured endorsements to Lessees at least ten (10) days prior to the expiration date.

i. Except as indicated above, all policies shall be provided on an occurrence basis. If any of the required policies provide coverage on a claims-made basis: (i) the retroactive date must be shown and must be before the date of the MOU or the beginning of the work; (ii) insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work; (iii) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Lessor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work if possible.

14. Liability. Each Party shall be and remain responsible for its own debts and obligations. Nothing in this MOU shall be construed as imposing on a Party any liability arising out of the operations of any other Party, except as such liability may result from the performance of the first Party's obligations under this MOU.

15. Indemnification.

a. General Indemnification: Each Party shall defend, indemnify, and hold harmless the other Parties, and their employees, officers, directors, and agents, from and against any liability, loss, claims, demands, damages, expenses, lawsuits and costs (including attorneys' fees, expert witness fees, and other costs of litigation or other proceedings) of every kind or nature arising in any manner out of any breach of duties under this MOU and/or negligence or willful misconduct of that Party, including its employees, officers directors and agents excluding Employment Claims as defined in Section 15(b).

b. Shared Costs for Employment Claims by Shared Personnel: The Parties agree to share costs for Employment Claims made by Shared Personnel against a Party based on the Allocation. "Employment Claims" means any and all liability, loss, claims, demands, damages, expenses, lawsuits, and costs arising under and relating to wage and hour laws (including any claims for off the clock time, unpaid working hours, premium pay, penalties, liquidated damages, overtime, double time, and any incentive compensation), employment benefits, leaves of absence, accommodations, or other applicable employment laws for which a Party may be liable as a joint or employer of Shared Personnel.

c. No Indemnification for Sole Negligence or Willful Misconduct: Notwithstanding anything contrary herein, in no event shall any Party be required to: (i) defend, indemnify or hold harmless any other Party ("Other Party"); or (ii) contribute to costs as set forth in Section 15(b) for that Other Party's sole negligence or willful misconduct.

16. Assignment. No Party shall assign this MOU, any interest in this MOU, or its rights or obligations under this MOU without the express prior written consent of the other Parties. This MOU shall be binding on, and shall ensure to the benefit of, the Parties and their respective successors and assigns.

17. Fiduciary Obligations. The governing body for each Party has reviewed this MOU in good faith, and in a manner in which it believes to be in its best interests, and with such care, including reasonable inquiry, as an ordinary prudent person in a like position would use under similar circumstances, and has determined that the MOU is in the best interests of its Party and that the cost allocation to be paid is fair and reasonable.

18. Dispute Resolution. If there is any dispute or controversy between the Parties arising out of or relating to this MOU, the Parties agree to confidentially meet in good faith to discuss a mutually

amicable resolution to the dispute. If informal efforts at dispute resolution are not successful, the Party with the complaint shall give written notice of the dispute and the desired resolution to the other Party. The Parties agree that, within thirty (30) days of the date of written notice of the failure to resolve the dispute despite good faith efforts, they will again meet with a mutually agreeable mediator for non-binding mediation in good faith, with a principal of each of the Parties present. If the Parties are still unable to come to a resolution within thirty (30) days of the external mediation, the Parties may agree to arbitrate the dispute in El Dorado County, or another jurisdiction upon mutual agreement by the Parties in dispute, before a retired California state or federal court judge under the Comprehensive Arbitration Rules of JAMS, rather than resorting to litigation.

19. Notice. All notices, requests, demands, or other communications (collectively “*Notice*”) given to or by the Parties under this MOU shall be in writing and shall be deemed to have been duly given on the date of receipt if transmitted by email or personally served on the Party(ies) to whom Notice is to be given, or seventy-two (72) hours after mailing by United States mail first class, registered or certified mail, postage prepaid, addressed to the Party(ies) to whom Notice is to be given, at the applicable address set forth below:

To: Monarch River Academy
ATTN: Board President
3610 E. Ashlan Ave.
Fresno, CA 93726
sam@theenglishlearnergroup.com

To: Yosemite Valley Charter School
ATTN: Board President
3610 E. Ashlan Ave.
Fresno, CA 93726
ljarocki@hotmail.com

20. Headings. The descriptive headings of the sections and/or paragraphs of this MOU are inserted for convenience only, are not part of this MOU, and do not in any way limit or amplify the terms or provisions of this MOU.

21. Entire Agreement. This MOU and any attachments incorporated by reference constitute the entire agreement between the Parties with respect to the subject matter contained herein and supersedes all agreements, representations and understandings of the Parties with respect to such subject matter made or entered into prior to the date of this MOU and is a final, complete and exclusive statement of the terms of the MOU.

22. Amendments. This MOU may be amended by the mutual written consent of all Parties.

23. No Waiver. No waiver of any provision of this MOU shall constitute, or be deemed to constitute, a waiver of any other provision, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

24. Severability. If any provision of this MOU is invalid or contravenes California law, such provision shall be severed and deemed not to be a part of this MOU and shall not affect the validity or enforceability of its remaining provisions, unless such invalidity or unenforceability would defeat an essential purpose of this MOU.

25. Governing Law. This MOU shall be governed by and interpreted under California law.

26. Authority to Contract. Each Party warrants to the others that it has the authority to enter

into this MOU, that it is a binding and enforceable obligation of said Party, and that the undersigned has been duly authorized to execute this MOU.

27. Counterparts. This MOU may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. A faxed, .pdf, or other electronic copy of the fully executed original version of this MOU shall have the same legal effect as an executed original for all purposes.

IN WITNESS WHEREOF, the Parties execute this MOU as of the Effective Date above.

Monarch River Academy, a California nonprofit
public benefit corporation

By: _____
Name: _____
Its: Superintendent
Date: _____

Yosemite Valley Charter School, a California
nonprofit public benefit corporation

By: _____
Name: _____
Its: Superintendent
Date: _____

Monarch River Academy, a California nonprofit
public benefit corporation

By: _____
Name: _____
Its: Board President
Date: _____

Yosemite Valley Charter School, a California
nonprofit public benefit corporation

By: _____
Name: _____
Its: Board President
Date: _____

ATTACHMENT A

Effective Date: July 1, 2023

This attachment is governed by and subject to the provisions of the Memorandum of Understanding regarding the provision of personnel Services, the terms of which are incorporated herein, between the Parties listed below. This Attachment A shall amend, replace and supersede any prior Attachment A between the Parties in their entirety.

DESCRIPTION OF SERVICES

Position	Independent Study Teacher
Description of Services	Under the direction of the Superintendent and support of an Assistant Director and Regional Coordinator, the Teacher is responsible for the education of assigned TK-12th grade students and will create a flexible and appropriate learning plan for the school year, including core subject standard progress and mastery, interventions and supports as needed, and enrichment. The Teacher will also provide resources and strategies to the student’s parent/family to ensure an virtual optimal environment for student learning and social/emotional growth.

Position	Virtual Independent Study Teacher
Description of Services	Virtual Independent Study Teacher creates a rigorous, relevant, and nurturing classroom environment that prioritizes student learning and social-emotional development. In addition, the teacher will perform as an instructional specialist in an assigned teaching position. Working collaboratively with other staff members, the teacher will plan, carry out, and evaluate the instructional activities for groups and individual students, for assigned classes and subject areas. With administrative assistance and cooperation, the teacher will provide a learning environment that allows for individual differences and respect for the dignity and worth of each individual student. Virtual Academy Teachers can make a \$7,000 stipend per year for each section of Virtual Academy classes taught that is above their normal workload. Virtual Academy Teachers can earn an additional stipend per student with a maximum roster of 40.

Position	Superintendent
Description of Services	The Superintendent is responsible for the effective operation of the school including the general administration of all instructional, business or other operations of the school, and for advising and making recommendations to the School Board on such items/areas. He/she is also responsible for the support and growth of the charter school including both teaching and support staff as well as students and families. The 12 month position requires the Superintendent work in both his/her home office and out in the field as needed and, as with other high level leadership roles, may also be called upon under special circumstances to be available during

	weekends/breaks/holidays. This position will require travel both within and outside of the region. The Superintendent will uphold and promote the school's mission and vision at all times. The Superintendent will be placed on the Admin Salary Schedule.
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Position	Deputy Director to the Superintendents
Description of Services	The Deputy Director is responsible for the effective operation of the school including the general administration of all instructional, business or other operations of the school, and for advising and making recommendations to the School Board on such items/areas. He/she is also responsible for the support and growth of the charter school including both teaching and support staff as well as students and families.

Position	Assistant Superintendent Student Support Services
Description of Services	Under the supervision of the Superintendent, the Assistant Superintendent is responsible for the effective operation of the school including the general administration of all instructional, business or other operations of the school, and for advising and making recommendations to the School Board on such items/areas. He/she is also responsible for the support and growth of the charter school including both teaching and support staff as well as students and families. The 12 month position requires the Assistant Superintendent work in both his/her home office and out in the field as needed and, as with other high level leadership roles, may also be called upon under special circumstances to be available during weekends/breaks/holidays. This position will require travel both within and outside of the region. The Assistant Superintendent will uphold and promote the school's mission and vision at all times. The Assistant Superintendent will be placed on the Admin Salary Schedule.

Position	Assistant Superintendent Educational Services
Description of Services	Under the supervision of the Superintendent, the Assistant Superintendent is responsible for the effective operation of the school including the general administration of all instructional, business or other operations of the school, and for advising and making recommendations to the School Board on such items/areas. He/she is also responsible for the support and growth of the charter school including both teaching and support staff as well as students and families. The 12 month position requires the Assistant Superintendent work in both his/her home office and out in the field as needed and, as with other high level leadership roles, may also be called upon under special circumstances to be available during weekends/breaks/holidays. This position will require travel both within and outside of the region. The Assistant Superintendent will uphold and promote the school's mission and vision at all times. The Assistant Superintendent will be placed on the Admin Salary Schedule.

Position	Director of Secondary Education
Description of Services	The Director of Secondary Education works with teachers, families, and students to promote the understanding of the Middle and High School Program. Director of Secondary Education supervises the Secondary Education Specialist(s) and High School Counselor(s). Director of Secondary Education assists Independent Study Teachers, Regional Coordinators, and all staff with middle and high school specific questions, policies, and procedures. Director of Secondary Education will hold a student roster of 10 and be placed on the Admin Salary Schedule. Director of Secondary Education can earn an additional stipend per student with a maximum roster of 20.

Position	Assistant Director of Secondary Education
Description of Services	Under the supervision of the Director of Secondary Education, the AD of Secondary Education will evaluate issues/concerns within the Middle and High School department. They will assist in creating policies and procedures in an effort to improve academic achievement, our state dashboards, and graduation rates. They will work with RC's, teachers, families, and students to promote the understanding of the Middle and High School Programs. The AD will assist the Director of Secondary Education, Home School Teachers, High School Counselor, and Regional Coordinators with high school and middle school specific questions, policies, and procedures. Working collaboratively with the High School team, the AD will plan, carry out, and evaluate the needs of teachers and individual students. With administrative assistance and cooperation, the AD will provide resources that support growing programs and comprehensive policies that support the college and career readiness of all middle and high school students. The Assistant Director will hold a minimum student roster of 10 and be placed on the Admin Salary Schedule.

Position	Director of Human Resources and Financial Operations
Description of Services	The Yosemite Valley/Monarch River Academy Director of Human Resources and Financial Operations is responsible for the business, human resources and financial operations of the school; reviews and evaluates compliance issues/concerns within the organization; monitors and evaluates efforts to meet requirements of various state and federal laws, regulations, and programs including, but not limited to Titles I, VI, VII, and IX, state submission, federal and state grant programs, among others. This person also engages in work with local, state and governmental agencies on matters relating to the Yosemite Valley/Monarch River Academy schools as it pertains to Standardized testing, SBAC, ELPAC etc. and all local diagnostic assessments. The Director of Human Resources and Financial Operations will be placed on the Admin Salary Schedule.

Position	Assistant Director of Professional Development and Growth
Description of Services	The Assistant Director of Professional Growth & Development trains and supports incoming teaching staff with the Teacher Training Boot Camp and struggling teaching staff with targeting supports under the direction of the Superintendent. The Assistant Director of Professional Development and Growth will hold a student roster of 15. This position can earn an additional stipend per student with a maximum roster of 35.

Position	Director of Community Engagement
Description of Services	The Coordinator of Community and Parent Involvement handles social media, community outreach, Parent University and more. The Coordinator of Community and Parent Involvement serves as the initial point of contact for developing the homeschool community in the assigned region by inspiring community and adventure for the local homeschool community, listening to the needs of families, and finding creative solutions. The Coordinator of Community and Parent Involvement will hold a minimum student roster of 28. The Director of Community Connections can earn an additional stipend per student with a maximum roster of 40.

Position	Director of Regional Coordinators
Description of Services	The Director of Regional Coordinators will oversee all Regional Coordinators for their charter school and monitor instructional practices as well as student achievement. They will host weekly staff meetings, review student data, plan events, provide instructional coaching and professional development. They will also continue to serve as Regional Coordinators (RCs).

Position	Regional Coordinators
Description of Services	The Regional Coordinator serves as the initial point of contact for their assigned teachers. They will support the teaching staff with training, guidance, and mentoring. Coordinators will be responsible for supporting their team of teachers, communicating effectively with them and other departments, and are responsible for sending out vital information. The Regional Coordinator will oversee the work sample collection each learning period, and then review for completion and accuracy. They will also monitor and ensure that attendance logs have been collected and meet compliance requirements. Regional Coordinators will also assist teachers in the YET (Year End Transition) process. Lastly, the Regional Coordinator will support student recruitment within their respective counties of operation. Regional Coordinators will hold a minimum student roster of 10 and will be placed on the Coordinator salary schedule. This position will require an administrative credential for all new hires starting 2020.

Position	Student Support Coordinator
Description of Services	The Student Support Coordinator serves as a specialist for the school by coordinating and leading Student Study Team (SST) meetings. The Coordinator works with the Independent Study Teacher (IST), parents, students and all other academic staff within the charter schools that support students. This may include staff from the Special Education team. The Coordinator will hold meetings either in-person or virtually regarding intervention and academic supports. The Coordinator may also assist general education teachers with selection of appropriate curricula and the development and implementation of appropriate strategies. In addition, the Coordinator will document and follow up with SST meetings and communicate with parents, teachers, staff regarding progress or further assessments needed. The Coordinator will follow the regulations and laws associated with SSTs and ensure interventions are being met. The Coordinator may travel to IST regional team meetings and present IST and intervention processes.

Position	504 Coordinator
Description of Services	The 504 Coordinator provides support as a general education teacher and serves as a specialist for the school by coordinating and leading 504 meetings. The coordinator works with the teacher, parents, students, and any other necessary staff to help support the student by virtual meetings and proper documentation. The Coordinator will follow the laws and regulations associated with 504's and ensure accommodations are being met. The Coordinator may travel to teacher regional team meetings and present/train on 504 processes. The 504 Coordinator will hold a student roster of 15.

Position	English Language Learner Coordinator
Description of Services	The English Language Learner Coordinator serves as an English Learner expert for the school by coordinating with the teacher, parents, students and all other academic staff to support English Learners. The Coordinator will update and maintain accuracy of the EL Master Plan and have it board approved each year. The coordinator may also assist general education teachers with selection of appropriate curricula and the development and implementation of appropriate strategies. In addition to the certificated salary/benefits the English Language Learner Coordinator will hold a student roster of 15.

Position	Testing Coordinator
Description of Services	The Testing Coordinator strives to support the school with specific responsibilities to facilitate the vision and goals of testing and GE assessments. The Testing Coordinator will hold a student roster of 15.

Position	High School Counselor
Description of Services	The High School Counselor provides an educational atmosphere where students have the opportunity to fulfill their potential for intellectual, emotional, and psychological growth. Counselors will work collaboratively with various departments to ensure student success. The role of the high school counselor includes providing both guidance and counseling services for high school, as well as middle school students. Guidance services assist students with pre-, present, and post high school educational planning; counseling services assist students with personal and social development including crisis situations. The Counselor will provide support and resources to stakeholders that result in student academic success in accordance with state policies and law. The High School Counselor will be compensated with a \$5,000 stipend.

Position	Secondary Education Specialist
Description of Services	Under the supervision of the Director of Secondary Education, the Secondary Education Specialists work with teachers, families, and students to promote the understanding of the Middle and High School Programs. The Specialists assist the Director of Secondary Education, Independent School Teachers, High School Counselors, and Regional Coordinators with high school and middle school specific questions, policies, and procedures. Working collaboratively with the High School team, the HSS will plan, carry out, and evaluate the needs of teacher and individual students. With administrative assistance and cooperation, the Secondary Education Specialist will provide resources that support growing programs and comprehensive policies that support the college and career readiness of all high school students. The Secondary Education Specialist will hold a minimum student roster of 15.

Position	Executive/Senior Administrative Assistant
Description of Services	Under the administrative direction and general supervision of the Superintendent, serves as a confidential assistant and administrative support relieving the Superintendent(s) and Director(s) of administrative and clerical detail. Assists with scheduling and organizing activities and functions, and performs a wide range of highly complex, technical, and confidential secretarial and administrative support duties; provides direct support to the Governing Board and provides information and support to staff, parents, and the community. With positivity and grace, the Executive Administrative Assistant participates and assists in the administration of program initiatives, serves frequently as a liaison between the administrator and the public, students, staff, and other school officials; promotes and maintains positive staff, student, and community relations; exercises best practices in handling matters of a difficult and sensitive nature, and works on compliance issues. The Executive Administrative Assistant will be placed on the Exempt/Managing Classified Salary Schedule.

Position	Receptionist
Description of Services	Serves as a main point of contact for students/families and staff. The Receptionist serves frequently as a liaison between the administrator and the public, students, staff, and other school officials. Promotes and maintains positive staff, student, and community relations. The Receptionist will be placed on the Classified Salary Schedule.

Position	Early Learning Coordinator
Description of Services	The Early Learning Coordinator, under the general direction of the directors, will provide instruction, support, and programming to a classroom of transitional kindergarten (TK) and kindergarten students; will work directly with the kindergarten teachers to align programs and content to support classroom instruction; and will interface with parents and school leaders to develop programmatic outcomes and monitor students' progress.

Position	Paraprofessional
Description of Services	The Paraprofessional will be responsible for providing individual and small group instruction and behavior support for students with both special and typical learning needs in the general education environment including, but not limited to: the TK-12th grade classrooms, and related activities. The Paraprofessional accepts all of the responsibilities as prescribed by the Education Laws of the State of California, laws and regulations of the United States, statutes of the State of California, and the policies, rules, and regulations established by the Yosemite Valley Charter and Monarch River Academy Board of Trustees.

Position	Tutor
Description of Services	A tutor works with students and enables them to perform at a higher level academically. A tutor will meet with students privately or in a group setting to oversee the completion of school assignments. Additionally, a tutor can work with students to improve test-taking skills, note taking process and further elaborate on concepts learned in the classroom. They aim to assist students and promote a deeper understanding of course materials.

Position	Director of Special Education
Description of Services	Under the Direction of the Superintendent, and the Assistant Superintendent of Student Support the Director of Special Education is responsible for implementing and maintaining Special Education programs and services in conformance to district, state, and federal objectives and laws; planning, designing, and implementing all phases of service provided by the Special Education staff; serving as a resource to patrons, school personnel, and the Board; and maintaining adequate staffing to ensure objectives of programs and services are achieved within budget.

Position	Director of Student Support
Description of Services	The Director of Student Support, under the direction of the Superintendent and the Assistant Superintendent of Student Student Support, oversees and leads the district's social and emotional learning initiative, by which students develop fundamental emotional and social competencies and experiences. Works to build and deepen positive school-level and district-wide climate and culture by integrating the five SEL core competencies: Self-Awareness, Self-Management, Social Awareness, Relationships Skills, and Responsible Decision-Making. Supports the implementation guides the implementation of positive behavioral interventions and supports (PBIS), restorative practices, as well as culturally responsive teaching and learning. Responsible for the systemic implementation of the SEL program including the development and implementation of the SEL standards, curriculum, instructional practices, assessment, and professional learning.

Position	Special Education Administrative Assistant
Description of Services	Serves as the administrative assistant to the Special Education Director; participates and assists in the administration of the office, relieving the administrator of a variety of technical and administrative duties; serves frequently as a liaison between the administrator and the public, students, staff, special education vendors and other school officials; promotes and maintains positive staff, student, and community relations; exercises best practices in handling matters of a difficult and sensitive nature and works with the SELPA on reimbursement and compliance issues. The Special Education Administrative Assistant will be placed on the Classified Salary Schedule.

Position	Student Support Assistant
Description of Services	Under the direction and general supervision of the Director of Transition and Social Emotional Learning, the Student Support Specialist serves as a confidential assistant and administrative support relieving the Director(s) of administrative and clerical detail. Assists with scheduling and organizing activities and functions, and performs a wide range of highly complex, technical, and confidential secretarial and administrative support duties. With positivity and grace, the Student Support Specialist participates and assists in the administration of program initiatives, serves frequently as a liaison between the administrator and the public, students, staff, and other school officials; promotes and maintains positive staff, student, and community relations; exercises best practices in handling matters of a difficult and sensitive nature, and works on compliance issues. The Student Support Specialist will work closely with department leadership to meet the evolving needs of cutting-edge programs. This role is integral to the success of the school, internal programs, and the students involved.

Position	Service and Assessment Assistant
Description of Services	The Service/Assessment Coordinator works with the special education staff on assigning Non-Public Agencies (NPAs) to provide services and assessments for our special education students. In addition to identifying the NPA's to provide the services and assessments they also work with the NPA on signing an annual contract with the Yosemite Valley and Monarch River Charter Schools. If an Independent Educational Evaluation (IEE) has been approved they work with the organization to get an Individual Service Agreement (ISA) signed so they assessment can take place.

Position	Special Education Information Systems (SEIS) Assistant
Description of Services	This role reports to the Director of Special Education and is responsible for overseeing all aspects of data integration between the Special Education Information System (SEIS), Calpads and our Student Information System (SIS). The Special Education Information Systems Assistant will also assist with generating reports, verifying accuracy, analyzing the data, presenting the information succinctly to senior leadership and providing recommendations for improvements. This role will collaborate with other data coordinators, special education staff and the department's director to ensure we are compliant with all state, federal and SELPA data accountability regulations.

Position	Program Specialist
Description of Services	Under the direction of the Director of Special Education for Yosemite Valley & Monarch River Academy Charter Schools, this position is responsible for supporting and improving outcomes for students with disabilities. The Program Specialists will provide technical assistance, training, and support to school staff in implementing special education support and services for students with disabilities.

Position	Speech and Language Pathologist
Description of Services	Under the direction of the Special Education Director of Yosemite Valley & Monarch River Academy Charter Schools, employee will provide Special Education Speech and Language Assessments to students enrolled in the school's Independent Study programs. The Speech and Language serves as a member of the Assessment Team and will collaborate as well as consult with the team members. Employee will also assist in development of MTSS with the Independent Study School educational model and interpret assessment results. Employee will be asked to travel to regional areas to assess student. As an employee of the School follow the responsibilities and procedures as delineated in the Teacher Handbook.

Position	School Psychologist
Description of Services	Under the direction of the Special Education Director of Yosemite Valley & Monarch River Academy Charter Schools, employee will provide Special Education Assessments to students enrolled in our schools. The School Psychologist serves as a member of the Special Education Department. Employee may also assist in development of MTSS with the Independent Study School educational model, interpret assessment results, and develop Behavioral Support Plans when needed. Employee will be asked to travel to regional areas to assess students.

Position	Secondary Education Specialist
Description of Services	Under the supervision of the Director of Secondary Education, the Secondary Education Specialists work with teachers, families, and students to promote the understanding of the Middle and High School Programs. The Specialists assist the Director of Secondary Education, Independent School Teachers, High School Counselors, and Regional Coordinators with high school and middle school specific questions, policies, and procedures. Working collaboratively with the High School team, the HSS will plan, carry out, and evaluate the needs of teacher and individual students. With administrative assistance and cooperation, the Secondary Education Specialist will provide resources that support growing programs and comprehensive policies that support the college and career readiness of all high school students.

Position	Nurse
Description of Services	Under the direction of the Special Education Director of Yosemite Valley & Monarch River Academy Charter Schools, employee will provide Special Education Health and Develop Assessments and also assist the IEP team in the development and oversight of Health Plans to students enrolled in our two Charter Schools programs. The School Nurse serves as a member of the Special Education Team and will collaborate as well as consult with team members.

Position	Occupational Therapist
Description of Services	Under the direction of the Director of Special Education, the Occupational Therapist is responsible for participating with an integrative collaborative team to provide virtual services and the occasional in-person service, consultation to parents and teachers; performing consultation services and direct treatment for students with special needs and disabilities for students enrolled in either Yosemite Valley or Monarch River Academy Charter Schools; providing occupational therapy services, intervention, treatment and activities to enhance sensory processing, perceptual-motor skills, motor coordination, self-care, muscle strength, range of motion, postural reflexes and other functional abilities among identified students; conducting student assessments and providing recommendations for occupational therapy intervention; developing, implementing, evaluating and modifying occupational therapy treatment plans and interventions in response to student needs and disabilities. The OT will also perform assessments when needed for initial and Triennial evaluations when needed.

Position	SPED Case Manager (Mild/Moderate, Moderate/Severe)
Description of Services	Under the direction of the Special Education Director, the Education Specialist will support the instructional program for all students and provide academic, behavioral, and social intervention services to identified students. As an employee of Yosemite Valley or Monarch River Academy Charter Schools, this employee will follow the responsibilities and procedures as delineated in the teacher and special education handbook.

Position	Transition Job Coach
Description of Services	The goal of this position is to prepare students with disabilities for employment through Transition Student Services that includes: job exploration counseling, workplace readiness training, mobility training, work-based learning opportunities, job coaching, postsecondary education counseling and instruction in self-advocacy.

Position	Accountability and Compliance Manager
Description of Services	See to the day to day work record compliance, attendance recording, all documents after enrollment, supporting teachers on compliance procedures, and some maintenance of data within School Pathways. Review other compliance items as needed. Complete important work to prepare and execute a successful audit season. The Accountability and Compliance Manager will be placed on the Exempt/Managing Classified Salary Schedule.

Position	Art Teacher
Description of Services	The Art Teacher creates a rigorous, relevant, and nurturing classroom environment that prioritizes student learning and social-emotional development. In addition, the teacher will perform as an instructional specialist in an assigned teaching position. Working collaboratively with other staff members, the teacher will plan, carry out, and evaluate the instructional activities for groups and individual students, for assigned classes and subject areas. With administrative assistance and cooperation, the teacher will provide a learning environment that allows for individual differences and respect for the dignity and worth of each individual student.

Position	Community Resource Liaison
Description of Services	The Community Resources Engagement Assistant provides exceptional customer service to families, students, parents, staff, and all educational partners. Directly assist with clerical and administrative tasks for the Director of Community Engagement and actively engage in developing the Yosemite Valley and Monarch River community. The Community Resources Engagement Assistant will help schedule, prepare, plan, and set up events and community outreach as well as assist with correspondence on behalf of the school.

Position	Curriculum & Instruction Lead Teacher
Description of Services	The Curriculum & Instruction Lead Teacher will collaborate with a team of leaders and administrators to ensure that our students receive the best education we can provide. Key responsibilities include designing effective curriculums, assessing lesson plans, implementing innovative teaching methods, and supporting less experienced teachers in their various roles. Serves as an expert in their assigned grade level and subject area to provide support, resources, training, and progress monitoring for Independent Study Teachers and Virtual Academy Teachers.

Position	Special Day Class Program Coordinator
Description of Services	The position of Special Day Class (SDC) Program Coordinator is tasked with supporting the design, implementation, and the daily operations of a robust virtual SDC program including the creation and management of curriculum and instruction, which is designed for special education students with Moderate-to-Severe disabilities. This program will be our future offer of FAPE for these students, so the person chosen must have a passion for working with Moderate-to-Severe students and implementing

	a program where they can learn at a high level. As the SDC Program Coordinator, the role encompasses the facilitation, compliance, and oversight of special education at Yosemite Valley & Monarch River Academy as it pertains to the program.
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Position	Special Day Class Program Coordinator
Description of Services	The position of Special Day Class (SDC) Program Coordinator is tasked with supporting the design, implementation, and the daily operations of a robust virtual SDC program including the creation and management of curriculum and instruction, which is designed for special education students with Moderate-to-Severe disabilities. This program will be our future offer of FAPE for these students, so the person chosen must have a passion for working with Moderate-to-Severe students and implementing a program where they can learn at a high level. As the SDC Program Coordinator, the role encompasses the facilitation, compliance, and oversight of special education at Yosemite Valley & Monarch River Academy as it pertains to the program.

Position	Lead Secondary Education Specialist
Description of Services	Under the supervision of the Director of Secondary Education, the Lead Secondary Education Specialists work with teachers, families, and students to promote the understanding of the Middle and High School Programs. The Specialists assist the Director of Secondary Education, Independent School Teachers, High School Counselors, and Regional Coordinators with high school and middle school specific questions, policies, and procedures. Working collaboratively with the High School team, the HSS will plan, carry out, and evaluate the needs of teacher and individual students. With administrative assistance and cooperation, the Lead Secondary Education Specialist will provide resources that support growing programs and comprehensive policies that support the college and career readiness of all high school students. The Lead Secondary Education Specialist will hold a minimum student roster of 15.

ALLOCATION OF SERVICES

Each Party's Allocation for the shared personnel providing Services shall be determined by dividing their ADA by the combined ADA of all Parties to this MOU, as set forth below:

Party	ADA	Allocation
Yosemite Valley Charter School	2520	.67 (67.38%)
Monarch River Academy	1220	.33 (32.62%)

Each School shall pay for the costs of Shared Personnel described in Attachment B by multiplying the Allocation percentage by the total Shared Personnel Costs.

In order to ensure an equitable allocation of fees and expenses, the Schools shall review how much each School is paying staff for each month to ensure invoices account for actual Shared Personnel Costs.

Each Party's Allocation shall be determined and reassessed at the following intervals:

1. First Assessment. The Parties shall determine the Allocation no later than July 1, based upon each Party's second principal apportionment report (P-2) for the prior school year and staffing.
2. Second Assessment. The Parties shall re-assess the Allocation no later than December 15, based upon each Party's ADA as of that date, and any resulting adjustments shall be effective as of January 1.

ATTACHMENT B

Total Cost

This attachment is governed by and subject to the provisions of the Memorandum of Understanding regarding the provision of personnel Services, the terms of which are incorporated herein, between Yosemite Valley Charter School and Monarch River Academy.

The following total cost of employing Shared Personnel to provide Services (as defined in Attachment A) is approved and effective as of **July 1, 2023**.

MONARCH RIVER ACADEMY SHARED POSITIONS

Position Code	Shared Personnel Costs
ASSS	\$197,770.00
AT	\$81,205.00
CIL (1-2)	\$130,878.50
CTEC	\$110,029.00
DDS	\$226,115.00
DHRF	\$170,177.00
DRC1	\$189,185.00
EIST (1-2)	\$90,481.00*
ED	\$197,530.00
LSC	\$122,535.00
NUR	\$137,312.00
OT	\$146,621.00
PP (1-6)	\$53,396.00*
PS (1&3)	\$142,863.00*
REC	\$56,748.00
RC (1-4)	\$136,626.00*
SCM (1-15)	\$112,890.00*
SDCC	\$147,225.00
SES (4)	\$143,442.00
SIST (1-3)	\$96,064.00*
SSSS	\$66,962.00
SLP (1-3)	\$149,462.00*
SSTC	\$114,833.00

Position Code	Shared Personnel Costs
ASSS	\$197,770.00
AT	\$81,205.00
CIL (1-2)	\$130,878.50
CTEC	\$110,029.00
DDS	\$226,115.00
DHRF	\$170,177.00
DRC1	\$189,185.00
EIST (1-2)	\$90,481.00*
ED	\$197,530.00
LSC	\$122,535.00
NUR	\$137,312.00
OT	\$146,621.00
PP (1-6)	\$53,396.00*
PS (1&3)	\$142,863.00*
REC	\$56,748.00
RC (1-4)	\$136,626.00*
SCM (1-15)	\$112,890.00*
SDCC	\$147,225.00
SES (4)	\$143,442.00
SIST (1-3)	\$96,064.00*
SSSS	\$66,962.00
SLP (1-3)	\$149,462.00*
SUP	\$214,080.00
TKVA	\$102,517.00
VAC	\$121,007.00
VIST (16-20)	\$109,320.00*

YOSEMITE VALLEY CHARTER SHARED POSITIONS

Position Code	Shared Personnel Costs
504C	\$140,794.00
ACM	\$79,774.00
AD (1-2)	\$166,717.00*
ASES	\$197,770.00
CIL (3-6)	\$130,879.00
CO (1&2)	\$112,318.00*
CRL	\$68,282.00
DCE	\$170,983.00
DRC2	\$189,185.00
DSE	\$197,345.00
DSPE	\$171,527.00
DSS	\$179,003.00
EAA	\$75,000.00
ELC	\$111,500.00
ELLC	\$148,915.00
LSES	\$122,960.00
PP (7-16)	\$53,396.00*
PPC	\$52,273.00
PPNA	\$52,273.00
PS2	\$142,863.00
PSY (1-4)	\$153,444*
RC (5-10)	\$136,323.00*
SAA	\$77,500.00
SATA	\$71,282.00
SCM (16-31)	\$112,890.00*
SEAA	\$78,458.00
SEISA	\$67,334.00
SES (1-3)	\$143,442.00*
SIST (5-8)	\$96,064.00*

SLP (4-6)	\$149,462.00*
TC	\$139,601.00
TJC (1-2)	\$83,102.00
TKS	\$106,550.00*
TPT (1-10)	\$23,713.00*
VIST (1-15)	\$109,320.00*

*Reflects an average "Total Personnel Cost" per employee for positions held by multiple individuals.

Cover Sheet

Shared Office MOU - Ashlan Avenue

Section:	IV. Operations
Item:	D. Shared Office MOU - Ashlan Avenue
Purpose:	Discussion & Potential Action - Vote
Related Material:	Shared Office MOU - Ashlan Avenue

BACKGROUND:

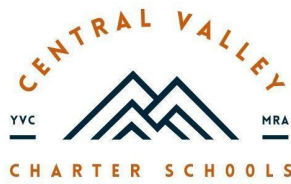
- As part of the close, mutually beneficial relationship with Yosemite Valley Charter School, the schools would like to continue sharing office space.

RECOMMENDATION:

- Consider approval of the Shared Office MOU for the Ashlan Avenue location.



Monarch River Academy
Ph (559) 258-0811
Fax (559) 532-0203



Yosemite Valley Charter School
Ph (559) 258-0800
Fax (559) 532-0203



MEMORANDUM OF UNDERSTANDING FOR SHARED OFFICE EXPENSES

This Memorandum of Understanding for Shared Personnel Services and Resources (“**MOU**”) is entered into as of July 1, 2023 (“**Effective Date**”) by and between the following California nonprofit public benefit corporations, which may each be referred to herein as a “**Party**” or collectively as the “**Parties**” to this MOU: Monarch River Academy and Yosemite Valley Charter School.

WHEREAS, Monarch River Academy operates a public charter school named Monarch River Academy and Yosemite Valley Charter School operates a public charter school named Yosemite Valley Charter School (each a “**School**” or collectively the “**Schools**”);

WHEREAS, Yosemite Valley Charter School (the “**lessee**”) is the main lessee of a Standard Industrial/Commercial Multi-Tenant Lease-Net (the “**Lease**”), for the leased premises located at 3610 E. Ashlan Avenue, Fresno, CA 93726 consisting of +/- 4,850 square feet of office space (the “**3610 Suite**”); as well as the adjoining +/- 4,000 square feet suite located at 3636 E. Ashlan (the “**3636 Suite**”), beginning on or about October 15, 2023, and expiring October 31, 2026;

WHEREAS, the 3610 Suite and the 3636 Suite will be consolidated and will collectively be located at 3610 E Ashlan Ave. Fresno CA 93726;

WHEREAS, Old Dominion Capital (the “**lessor**”) is the lessor for the 3610 and 3636 Suites;

WHEREAS, the Schools have obtained any necessary approvals from their respective charter authorizers and office lessor to enter into this MOU;

NOW, THEREFORE, in consideration of their mutual promises set forth in this MOU, the Parties desire to, and hereby agree as follows:

1. **Office Sharing.** The parties agree to share the office space located at 3610 E Ashlan Ave. Fresno, CA 93726.
 - I. The Term of the Lease is extended for Three (3) years and two (2) months commencing September I, 2023, and ending October 31, 2026 (the “Extended Lease Term”).
 - II. Beginning October 15, 2023, the 3650 Suite will be consolidated with the 3610 Suite, as part of the Lease and the Lessee may thereafter occupy said suite.
 - The specific use of office space is limited to items in line with the charters' needs and the availability of space.



Monarch River Academy
3610 E. Ashlan Avenue, Fresno, CA 93726
Ph (559) 258-0811 | (559) 532-0203

Yosemite Valley Charter School
3610 E. Ashlan Avenue, Fresno, CA 93726
Ph (559) 258-0800 | Fax (559) 532-0203



2. **Rent and Utilities.** The parties shall share the rent and utilities for the office space based on the Average Daily Attendance (“ADA”) percentage for the school year.
 - I. Base Rent Schedule: The Base Rent for the 3610 Suite and subsequent consolidated 3610/3636 Suite shall be as follows:

a. 09/1/2023-12/31/2023:	\$3,824.54 per month;
b. 01/1/2024-10/31/2024:	\$7,824.54 per month;
c. 11/01/2024-10/31/2025	\$8,059.28 per month;
d. 11/01/2025-10-31-2026	\$8,301.06 per month;
3. **Monthly Payment and Deposit.** The Lessor shall provide monthly statements to the Lessee. The Lessee shall provide monthly statements to Monarch River Academy including the billing period, the fees and any expenses owed, and a description of the method by which the fees and expenses were calculated. The Lessee shall submit payment to the Lessor within 60 days after receipt of the invoice. Any disputes concerning invoices must be directed from the Lessee to the Lessor in writing within sixty (60) days after receipt of the invoice. The Lessor shall provide access to reasonable backup documentation for such fees upon request and subject to privacy considerations.
4. **Responsibilities.** The parties shall share responsibilities for cleaning, maintaining the office space, and providing and maintaining office supplies.
5. **Term and Termination**
 - I. Term. The MOU is effective as of July 1, 2023, and shall remain in effect until June 30, 2024 (the “**Initial Term**”). This MOU shall automatically renew for consecutive additional one (1) year terms unless a Party provides written notice of non-renewal to the other at least ninety (90) days prior to the expiration of the then-current term (each, a “**Renewal Term**”). The Initial Term and any Renewal Term(s) are referred to as the Term. Termination under this subsection shall not relieve the terminating Party of any of its obligations under this MOU prior to the effective date of such termination. Termination of participation by any Party(ies) shall not terminate the MOU as to any other Party.
 - II. Termination With Cause. Any Party may terminate its participation in this MOU for cause as defined below. All notices required under this subdivision must be simultaneously provided to all Parties in writing.
 - i. Material Breach. Any Party may terminate this MOU in the event of another Party’s material or persistent breach of any one or more of the terms of this MOU, which breach is not remedied within thirty (30) days after written notice. If after thirty (30) days the non-breaching Party determines that the breach has not been remedied or appropriate actions have not commenced to cure the breach, the non-breaching Party may terminate its participation in the MOU effective immediately.



Monarch River Academy
 3610 E. Ashlan Avenue, Fresno, CA 93726
 Ph (559) 258-0811 | (559) 532-0203

Yosemite Valley Charter School
 3610 E. Ashlan Avenue, Fresno, CA 93726
 Ph (559) 258-0800 | Fax (559) 532-0203



- ii. Charter Revocation/Non-Renewal. Upon the revocation or non-renewal of the charter of a Party, that Party may terminate its participation in the MOU effective upon the winding up of that charter’s business, as set forth in any closure resolution. Notice of any such revocation or non-renewal shall be provided as soon as possible.

6. **Governing Law.** This MOU shall be governed by and construed in accordance with the laws of the State of California.

7. **Entire Agreement.** This MOU and any attachments incorporated by reference constitute the entire agreement between the Parties with respect to the subject matter contained herein and supersedes all agreements, representations and understandings of the Parties with respect to such subject matter made or entered into prior to the date of this MOU and is a final, complete and exclusive statement of the terms of the MOU.

8. **Severability.** If any provision of this MOU is invalid or contravenes California law, such provision shall be severed and deemed not to be a part of this MOU and shall not affect the validity or enforceability of its remaining provisions, unless such invalidity or unenforceability would defeat an essential purpose of this MOU.

9. **Waiver.** No waiver of any provision of this MOU shall be effective unless in writing and signed by both parties.

10. **Notice.** All notices, requests, demands, or other communications (collectively “*Notice*”) given to or by the Parties under this MOU shall be in writing and shall be deemed to have been duly given on the date of receipt if transmitted by email or personally served on the Party(ies) to whom Notice is to be given, or seventy-two (72) hours after mailing by United States mail first class, registered or certified mail, postage prepaid, addressed to the Party(ies) to whom Notice is to be given, at the applicable address set forth below:

To: Monarch River Academy
 ATTN: Board President
 3610 E. Ashlan Ave.
 Fresno, CA 93726
 sam@theenglishlearnergroup.com

To: Yosemite Valley Charter School
 ATTN: Board President
 3610 E. Ashlan Ave.
 Fresno, CA 93726
 ljarocki@hotmail.com

11. **Binding Effect.** This MOU shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.



Monarch River Academy
 3610 E. Ashlan Avenue, Fresno, CA 93726
 Ph (559) 258-0811 | (559) 532-0203

Yosemite Valley Charter School
 3610 E. Ashlan Avenue, Fresno, CA 93726
 Ph (559) 258-0800 | Fax (559) 532-0203



ALLOCATION OF EXPENSES

Each Party’s Allocation for the office expenses shall be determined by dividing their ADA by the combined ADA of all Parties to this MOU, as set forth below:

Party	ADA	Allocation
Yosemite Valley Charter School	2442	69.5%
Monarch River Academy	1073	30.5%

Each Party’s Allocation shall be determined and reassessed at the following intervals:

1. First Assessment. The Parties shall determine the Allocation no later than July 1, based upon each Party’s second principal apportionment report (P-2) for the prior school year and staffing.
2. Second Assessment. The Parties shall re-assess the Allocation no later than December 15, based upon each Party’s ADA as of that date, and any resulting adjustments shall be effective as of January 1.

IN WITNESS WHEREOF, the parties have executed this MOU as of the date first written above.

Monarch River Academy, a California nonprofit public benefit corporation

Yosemite Valley Charter School, a California nonprofit public benefit corporation

By: _____
 Name: _____
 Its: Board President
 Date: _____

By: _____
 Name: _____
 Its: Board President
 Date: _____

Cover Sheet

Shared Office MOU - Fine Avenue

Section:	IV. Operations
Item:	E. Shared Office MOU - Fine Avenue
Purpose:	Discussion & Potential Action - Vote
Related Material:	Shared Office MOU - Fine Avenue

BACKGROUND:

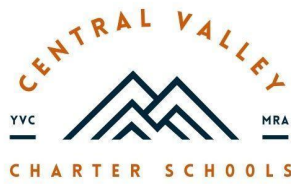
- As part of the close, mutually beneficial relationship with Yosemite Valley Charter School, the schools would like to continue sharing a temporary office space.

RECOMMENDATION:

- Consider approval of the Shared Office MOU for the temporary Fine Avenue location.



Monarch River Academy
Ph (559) 258-0811
Fax (559) 532-0203



Yosemite Valley Charter School
Ph (559) 258-0800
Fax (559) 532-0203



MEMORANDUM OF UNDERSTANDING FOR SHARED OFFICE EXPENSES AT 1911 FINE AVE, FRESNO

This Memorandum of Understanding for Shared Personnel Services and Resources (“**MOU**”) is entered into as of August 8, 2023 (“**Effective Date**”) by and between the following California nonprofit public benefit corporations, which may each be referred to herein as a “**Party**” or collectively as the “**Parties**” to this MOU: Monarch River Academy and Yosemite Valley Charter School.

WHEREAS, Monarch River Academy operates a public charter school named Monarch River Academy and Yosemite Valley Charter School operates a public charter school named Yosemite Valley Charter School (each a “**School**” or collectively the “**Schools**”);

WHEREAS, Yosemite Valley Charter School (the “**lessee**”) is the main lessee of a Standard Office Space and Storage (the “**Lease**”), for the leased premises located at 1911 Fine Avenue, Fresno, CA 93727 consisting of office space and ten (10) parking spaces and access to one storage room internal bathrooms and a kitchen area beginning at or about August 8, 2023, and expiring October 15, 2023;

WHEREAS, the Schools have obtained any necessary approvals from their respective charter authorizers and office lessor to enter into this MOU;

NOW, THEREFORE, in consideration of their mutual promises set forth in this MOU, the Parties desire to, and hereby agree as follows:

1. **Office Sharing.** The parties agree to share the office space located at 1911 Fine Ave. Fresno, CA 93727.
 - I. The Term of the Lease commences on August 8, 2023, and ending October 15, 2023.
 - II. Yosemite Valley Charter School shall be the “Lessor” and Monarch River Academy shall be the “Lessee” as it relates to this MOU between the Parties.
 - The specific use of office space is limited to items in line with the charters' needs and the availability of space.



Monarch River Academy
3610 E. Ashlan Avenue, Fresno, CA 93726
Ph (559) 258-0811 | (559) 532-0203

Yosemite Valley Charter School
3610 E. Ashlan Avenue, Fresno, CA 93726
Ph (559) 258-0800 | Fax (559) 532-0203



2. **Rent and Utilities.** The parties shall share the rent and utilities for the office space based on the Average Daily Attendance (“ADA”) percentage for the school year.

I. Base Rent Schedule: The Base Rent for the office space shall be as follows:

a. 8/8/2023-09/7/2023:	\$1,500.00;
b. 9/8/2023-10/7/2023:	\$1,500.00;
c. 10/7/2023-10/15/2023	\$750.00:

3. **Monthly Payment and Deposit.** The Lessor shall provide monthly statements to the Lessee. The Lessor shall provide monthly statements to Monarch River Academy including the billing period, the fees and any expenses owed, and a description of the method by which the fees and expenses were calculated. The Lessee shall submit payment to the Lessor within 60 days after receipt of the invoice. Any disputes concerning invoices must be directed from the Lessee to the Lessor in writing within sixty (60) days after receipt of the invoice. The Lessor shall provide access to reasonable backup documentation for such fees upon request and subject to privacy considerations.

4. **Responsibilities.** The parties shall share responsibilities for cleaning, maintaining the office space, and providing and maintaining office supplies.

5. Term and Termination

- I. Term. The MOU is effective as of July 1, 2023, and shall remain in effect until October 15, 2023 (the “**Term**”). Termination under this subsection shall not relieve the terminating Party of any of its obligations under this MOU prior to the effective date of such termination. Termination of participation by any Party(ies) shall not terminate the MOU as to any other Party.
- II. Termination With Cause. Any Party may terminate its participation in this MOU for cause as defined below. All notices required under this subdivision must be simultaneously provided to all Parties in writing.
 - i. Material Breach. Any Party may terminate this MOU in the event of another Party’s material or persistent breach of any one or more of the terms of this MOU, which breach is not remedied within thirty (30) days after written notice. If after thirty (30) days the non-breaching Party determines that the breach has not been remedied or appropriate actions have not commenced to cure the breach, the non-breaching Party may terminate its participation in the MOU effective immediately.



Monarch River Academy
 3610 E. Ashlan Avenue, Fresno, CA 93726
 Ph (559) 258-0811 | (559) 532-0203

Yosemite Valley Charter School
 3610 E. Ashlan Avenue, Fresno, CA 93726
 Ph (559) 258-0800 | Fax (559) 532-0203



- ii. Charter Revocation/Non-Renewal. Upon the revocation or non-renewal of the charter of a Party, that Party may terminate its participation in the MOU effective upon the winding up of that charter’s business, as set forth in any closure resolution. Notice of any such revocation or non-renewal shall be provided as soon as possible.

6. **Governing Law.** This MOU shall be governed by and construed in accordance with the laws of the State of California.

7. **Entire Agreement.** This MOU and any attachments incorporated by reference constitute the entire agreement between the Parties with respect to the subject matter contained herein and supersedes all agreements, representations and understandings of the Parties with respect to such subject matter made or entered into prior to the date of this MOU and is a final, complete and exclusive statement of the terms of the MOU.

8. **Severability.** If any provision of this MOU is invalid or contravenes California law, such provision shall be severed and deemed not to be a part of this MOU and shall not affect the validity or enforceability of its remaining provisions, unless such invalidity or unenforceability would defeat an essential purpose of this MOU.

9. **Waiver.** No waiver of any provision of this MOU shall be effective unless in writing and signed by both parties.

10. **Notice.** All notices, requests, demands, or other communications (collectively “*Notice*”) given to or by the Parties under this MOU shall be in writing and shall be deemed to have been duly given on the date of receipt if transmitted by email or personally served on the Party(ies) to whom Notice is to be given, or seventy-two (72) hours after mailing by United States mail first class, registered or certified mail, postage prepaid, addressed to the Party(ies) to whom Notice is to be given, at the applicable address set forth below:

To: Monarch River Academy
 ATTN: Board President
 3610 E. Ashlan Ave.
 Fresno, CA 93726
 sam@theenglishlearnergroup.com

To: Yosemite Valley Charter School
 ATTN: Board President
 3610 E. Ashlan Ave.
 Fresno, CA 93726
 ljarocki@hotmail.com

11. **Binding Effect.** This MOU shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.



Monarch River Academy
 3610 E. Ashlan Avenue, Fresno, CA 93726
 Ph (559) 258-0811 | (559) 532-0203

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 Ph (559) 258-0800 | Fax (559) 532-0203



ALLOCATION OF EXPENSES

Each Party’s Allocation for the office expenses shall be determined by dividing their ADA by the combined ADA of all Parties to this MOU, as set forth below:

Party	ADA	Allocation
Yosemite Valley Charter School	2442	69.5%
Monarch River Academy	1073	30.5%

IN WITNESS WHEREOF, the parties have executed this MOU as of the date first written above.

Monarch River Academy, a California nonprofit public benefit corporation

Yosemite Valley Charter School, a California nonprofit public benefit corporation

By: _____
 Name: _____
 Its: Board President
 Date: _____

By: _____
 Name: _____
 Its: Board President
 Date: _____

Cover Sheet

Records Retention & Disposal Policy

Board Policy No. 5358

Section:	IV. Operations
Item:	F. Records Retention & Disposal Policy
Purpose:	Discussion & Potential Action - Vote
Related Material:	5380 - Records Retention & Disposal Policy - YV

BACKGROUND:

- The school will use the policy to ensure that necessary records of the school are adequately protected and maintained and that records no longer needed by Monarch or that are of no value are appropriately discarded at the proper time.

RECOMMENDATION:

- Consider approval of the Records Retention & Disposal Policy



YOSEMITE VALLEY CHARTER SCHOOL

Business and Non-Instructional Operations | Records RECORDS RETENTION & DISPOSAL POLICY

I. Purpose

The records of Yosemite Valley Charter School (“Yosemite Valley” or the “Charter School”) are important to the efficient and effective operation of the Charter School. Yosemite Valley records include those produced and received by Yosemite Valley’s administrators, employees, volunteers, and board members, both in electronic and paper form, when acting in the course and scope of their roles at Yosemite Valley. Yosemite Valley records are those found on computers, email accounts, or other electronic storage devices owned or controlled by Yosemite Valley and may include Yosemite Valley records on personal devices and email accounts. Items that may seem unimportant, such as interoffice emails, desktop calendars, and printed memoranda are considered records under this Policy.

The purpose of this Policy is to ensure that necessary records of Yosemite Valley are adequately protected and maintained and that records no longer needed by Yosemite Valley or that are of no value are appropriately discarded at the proper time. This Policy should also aid administrators, employees, volunteers, and board members of Yosemite Valley (sometimes referred to herein as “you”) in understanding obligations in retaining electronic documents, including e-mail, web files, text files, sound and movie files, PDF, Word, or other native-formatted files. If you are ever uncertain as to any procedures set forth in this Policy (e.g., what records to retain or destroy, when to do so, or how), it is your responsibility to seek direction from the Administrator of this Policy (defined below).

II. Policy and Scope

This is Yosemite Valley’s formal policy (the “Policy”) regarding the retention and destruction of records, including electronic documents. This Policy applies to all records generated in the course of Yosemite Valley’s operation, including both original documents and reproductions. It also applies to electronic documents.

The goals of this Policy are to:

- Retain important documents for reference and future use;
- Delete or dispose of documents that are no longer necessary for the operation of Yosemite Valley charter schools;
- Organize important documents for efficient retrieval; and
- Ensure that Yosemite Valley’s administrators, employees, volunteers, and board members know what documents should be retained, the length of their retention, means of storage, and when / how they should be destroyed.

Federal and state laws require Yosemite Valley to maintain certain types of records for particular periods. Failure to maintain such records could subject Yosemite Valley to penalties and fines, obstruct justice, affect evidence, and/or seriously harm Yosemite Valley's position in tax or litigation matters. Thus, it is important that you understand and comply with this Policy and any future records retention or destruction policies and schedules. Notwithstanding anything contrary to this Policy, you should retain and seek direction from the Administrator concerning any records which you reasonably believe:

- i) are or could be relevant to any future tax or litigation matter;
- ii) arise from a dispute that could lead to litigation; or
- iii) pertain to a lawsuit in which Yosemite Valley is a party. In such situations, Yosemite Valley must preserve records unless or until Yosemite Valley's legal counsel determines that the records are no longer needed.

"Records" discussed herein refers to all business records of Yosemite Valley (and is used interchangeably with "documents"), including written, printed, and recorded materials, as well as electronic records (i.e., e-mails and documents saved electronically). All records shall be retained for a period no longer than necessary for the proper conduct and functioning of Yosemite Valley. No business records shall be retained longer than seven (7) years, except those that:

- (i) have periods provided for herein;
- (ii) are in the Record Retention Schedule, found at **Appendix A**; or
- (iii) are specifically exempted by the Administrator.

III. Administration and Oversight

Attached as Appendix A is a Record Retention Schedule (the "Retention Schedule") that is approved as the initial maintenance, retention and disposal schedule for physical records of Yosemite Valley and the retention and disposal of electronic documents. The Retention Schedule lists several categories of records, as well as specific records that contain specific retention periods. The Superintendent of Yosemite Valley (the "Administrator") or her/his designee is the officer in charge of the administration of this Policy and the implementation of processes and procedures to ensure that the Retention Schedule is followed. The Administrator is also authorized to:

- (i) make modifications to the Retention Schedule from time to time to ensure that it is in compliance with local, state and federal laws and includes the appropriate document and record categories for Yosemite Valley and the charter schools it operates;
- (ii) monitor local, state and federal laws affecting record retention;
- (iii) annually review the record retention and disposal program; and
- (iv) monitor compliance with this Policy.

To ensure compliance with this Policy, the Administrator is responsible for the following oversight functions:

- Implementing this Policy;

- Ensuring that administrators, employees, volunteers, and board members are properly informed, understand, and follow this Policy and the Retention Schedule;
- Providing oversight on actual retention and destruction/disposal of documents;
- Ensuring proper storage of documents;
- Periodically following-up with legal counsel to ensure proper retention periods are in place;
- Suspending the destruction of documents upon actual or foreseeable litigation or governmental investigation; and
- Keeping administrators, employees, volunteers, and board members apprised of changes in relation to this Policy or the Retention Schedule.

The Administrator shall periodically review this Policy and Retention Schedule, modify them accordingly, and inform and educate all Yosemite Valley administrators, employees, volunteers, and board members on any such changes. All document retention and/or destruction questions should be directly addressed to the Administrator.

IV. How Records are Stored

Tangible Records

Tangible records are those which you must physically move to store, such as paper records (including records printed versions of electronically saved documents), photographs, audio recordings, advertisements and promotional items. Active records that are retained as set forth in the Retention Schedule and need to be easily accessible may be stored in Yosemite Valley's administration space or equipment. Inactive tangible records that are retained as set forth in the Retention Schedule may be sent to an off-site storage facility.

Electronic Records

Electronic mail ("e-mail") that is required to be retained as set forth in the Retention Schedule should be either printed and stored as tangible records or stored electronically.

V. Destruction/Deletion of Records

Tangible Records

Tangible records that are not required to be retained as set forth in the Retention Schedule should be destroyed by shredding or some other means that will render them unreadable. If you have a record that you do not know how to destroy, such as a photograph, compact disk, or tape recording, ask the advice of the Administrator.

Electronic Records

E-mail records that you "delete" from a device typically remain in Yosemite Valley's system. Thus, Yosemite Valley information technology ("IT") staff or vendor will be responsible for permanently removing deleted emails from the computer system that are not required to be retained as set forth in the Retention Schedule. Permanently deleting a file is usually sufficient in most circumstances to dispose of a record. However, because

electronic records can be stored in many locations, Yosemite Valley's IT staff or vendor will be responsible for permanently removing deleted files from the entire system. Keep in mind, where duplicate records are involved, both/all copies should be destroyed/deleted, where proper.

Email that is considered SPAM or advertising and is not necessary to the discharge of an official duty may be immediately deleted.

VI. Suspension of Record Disposal in the Event of Litigation, Investigation, or Claims

In the event Yosemite Valley is served with a document subpoena, or an employee becomes aware of a governmental investigation or audit concerning Yosemite Valley or the commencement of any litigation against or concerning Yosemite Valley, such employee shall inform the Administrator and any further disposal of documents shall be suspended until such time as the Administrator, with the advice of legal counsel, determines otherwise ("Legal Hold"). A Legal Hold will always supersede any retention period noted in **Appendix A** below. The Administrator shall take such steps as is necessary to promptly inform all staff of any suspension in the further disposal of documents.

APPENDIX A - RECORD RETENTION SCHEDULE

The following types of records will be retained for the following periods of time. At least one copy of each record will be retained according to the following schedule:

A. CORPORATE RECORDS

Document	Time Period
Articles of Incorporation (<i>including all amendments</i>)	Permanent
Corporate Bylaws	Permanent
IRS Application for Tax Exempt Status (Form 1023)	Permanent
IRS Letter of Determination granting tax-exempt status	Permanent
State Application for Tax Exempt Status (Form 3500)	Permanent
State Determination Letter granting tax-exempt status	Permanent
Board Policies/Resolutions	Permanent
Board and Committee Meeting Minutes, including the text of a rule, regulation, policy or resolution not set forth verbatim in the minutes but included therein by reference.	Permanent
Sales Tax Exemption Documents	Permanent
Tax ID Number Designations	Permanent
Licenses and Permits	Permanent
Annual Reports	Permanent
School Employee Directories	Permanent
Employee Newsletters and Handbooks	Permanent
Yearbooks and Other School Publications	Permanent

B. FINANCIAL RECORDS

Document	Time Period
Chart of Accounts	Permanent
Fiscal Policies and Procedures	Permanent
Audits	Permanent
Financial Statements	Permanent
General Ledger	Permanent
Average Daily Attendance Reporting	Permanent
Official budgets for each fiscal year	Permanent
All detailed records related to land building and equipment.	Permanent
Real estate closing statements	Permanent
Average Daily Attendance Reports, including reports for the first and second interim reporting periods (P-1 and P-2)	Permanent

Financial report of all funds, including cafeteria and student body funds	Permanent
Records relating to loans, bonds, receivable sales, or any other liability.	Permanent
Check Registers/Books	7 years
Business Expenses Documents	7 years
Bank Statements and Bank Deposit Slips	7 years
Canceled Checks	7 years
Invoices	7 years
Investment Records (deposit, earning, withdrawals)	7 years
Property and Asset inventories	7 years
Petty cash receipts /documents	7 years
Credit card receipts	7 years
Travel, Transportation, Entertainment and Gift Expenses (specific recordkeeping rules apply to these expenses. For more information, see IRS Publication 463).	3 years from the date you file an income tax return on which a deduction or item of income is claimed. If the nonprofit does not file a return, or a fraudulent return is filed, records must be kept indefinitely.

C. INSURANCE RECORDS

Document	Time Period
Property Insurance Policy	Permanent
Directors and Officers Insurance Policy	Permanent
Workers' Compensation Insurance Policy	Permanent
General Liability Insurance Policy	Permanent
Insurance Claims Applications	Permanent
Insurance Disbursements/Denials	Permanent

D. CONTRACTS

Document	Time Period
All Insurance Contracts	Permanent
Construction Contracts	Permanent
Loan/Mortgage and Real Estate Documents	Permanent
Leases/Deeds	Permanent
Vendor Contracts	7 years

Warranties	7 years
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E. LEGAL RECORDS

Document	Time Period
Legal Correspondence	Permanent
Litigation Files	Permanent
Court Orders	Permanent
Trademark and Copyright Registrations	Permanent

F. DONATIONS / FUNDRAISING RECORDS

Document	Time Period
Grant Dispersal Contract	Permanent
Donor Lists	7 years
Grant Applications	7 years
Donor Acknowledgments	7 years
All requested IRS/grantee correspondence including determination letters and “no change” in exempt status letters	7 years
All evidence of returned grant funds	7 years

G. MANAGEMENT PLANS AND PROCEDURES

Document	Time Period
Strategic Plan	7 years
Staffing, programs, marketing, finance, fundraising and evaluation plans	7 years
Disaster Recovery Plan	7 years

H. PERSONNEL RECORDS

General Principle: Pension documents and supporting employee data shall be kept in such a manner that can establish at all times whether or not any pension is payable to any person and if so, the amount of such pension.

Document	Time Period
<p>Employment and Performance</p> <ul style="list-style-type: none"> ● Employment contacts/agreements ● Training and testing ● Performance goals ● Performance evaluations ● Written feedback and commendations ● Promotions and demotions ● Letters of reprimand and discipline ● Performance Improvement Plans ● Termination, resignation, lay-offs, etc. 	<p>Permanent</p>
<p>Recruitment, Hiring and Job Placement Records</p> <ul style="list-style-type: none"> ● Job applications ● Job descriptions ● Resumes ● Letters of recommendation ● Job advertisements/postings ● Results of non-medical pre-employment tests ● Offers of employment ● Signed pre-employment disclosures (employee handbook acknowledgment, complaint procedures, etc.) ● Employee training (harassment prevention, mandated reporting, etc.) ● Employee certificates, credentials, licenses, and other evidence of qualifications ● Certificate of criminal background check clearance (or failure) 	<p>4 years after separation, or for the duration of any claim or litigation</p>
<p>Employee Medical Leave Records (PDL, FMLA, CFRA, etc.) *</p> <ul style="list-style-type: none"> ● Requests for leave** ● Health care provider notes ● Leave calculations ● Records of disputes regarding leave ● Employee benefits related to leave ● Leave policies 	<p>4 years after separation</p> <p>* Records that contain employee confidential medical information should be retained in a separate, secure file.</p> <p>**Sick leave record is permanent.</p>

<p>Employee Wage Records</p> <ul style="list-style-type: none"> ● Wage rates and calculations ● Shift schedules (hours and days) ● Time cards ● Individual calculations for absences, sick days, vacation days, etc. ● Itemized wage statements/pay stubs 	<p>3 years after separation</p> <p>Note: If a record is both a <i>wage record</i> and a <i>payroll record</i>, follow the longer retention period.</p>
<p>Employee Payroll Records</p> <ul style="list-style-type: none"> ● Employee name, address, age, and occupation ● Individual wage records ● Regularly hourly rate ● Hours worked (daily/weekly) ● Weekly overtime earnings ● Daily and weekly straight time earnings ● Deductions from or additions to wages ● Wages paid each pay period ● Pay dates and pay period ● Unemployment Insurance Records 	<p>Permanent</p>
<p>Employment Eligibility (I-9 Forms)</p>	<p>The later of (a) 1 year after separation, or (b) 3 years from date of hire.</p>
<p>Employee Health Records*</p> <ul style="list-style-type: none"> ● First-aid records ● Job injuries (causing loss of work time) ● Drug and alcohol test records 	<p>5 years after separation</p> <p>* Records that contain employee confidential medical information should be retained in a separate, secure file.</p>

<p>Employee Workers' Compensation Records</p> <ul style="list-style-type: none"> ● Copies of claim forms ● Reports of occupational injury or illness ● Letters of denial of benefits ● Reports to the Division of Workers' Compensation ● Benefits paid ● Estimates of future benefits ● Applications to the Workers' Compensation Appeals Board ● Orders and Awards of the Workers' Compensation Appeals Board 	<p>5 years after date of injury and 2 years after claim has been closed.</p> <p>* Records that contain employee confidential medical information should be retained in a separate, secure file.</p>
<p>Employee Benefit Records</p> <ul style="list-style-type: none"> ● Benefits elections ● Beneficiary designations ● Eligibility determinations ● COBRA notices ● Summary plan descriptions ● Other welfare benefit plan information (life, health, disability, long-term care, post-retirement medical) 	<p>6 years after separation, but not less than 1 year following a plan termination.</p> <p>* Records required to determine retirement benefits, including 401(k) and similar plans, must be kept indefinitely.</p>
<p>Chemical Safety and Toxic Exposure Records</p>	<p>30 years after separation (medical records of employees who have worked for less than (1) year for the employer need not be retained beyond the term of employment if they are provided to the employee upon the termination of employment)</p>

I. TAX RECORDS

General Principle: Yosemite Valley must keep books of account or records as are sufficient to establish amount of gross income, deductions, credits, or other matters required to be shown in any tax return or audit.

These documents and records shall be kept for as long as the contents thereof may become material in the administration of federal, state, and local income, franchise, sales and property tax laws.

Document	Time Period
IRS Annual Tax Filing Form 990	Permanent
FTB Annual Form 199	Permanent
Payroll Registers	Permanent
IRS Form 1099 Filings	Permanent
Payroll tax returns and withholding returns	Permanent
Earnings records	Permanent
W-2 statements	Permanent

J. STUDENT RECORDS

Document	Time Period
Mandatory Permanent (Original or copy)	Permanent (even after student leaves the charter school)
(A) Legal name of student	
(B) Date of Birth	
(C) Method of verification of birth	
(D) Sex of student	
(E) Place of birth	
(F) Name and address of parent of minor student	
- Address of minor student if different than above.	
- An annual verification of the name and address of the parent and the residence of the student.	
(G) Entering and leaving date of each school year and for any summer session or other extra session	
(H) Subjects taken during each year, half-year, summer session or quarter	
(I) If marks or credit are given, the mark or number of credits toward graduation allows for work taken.	

(J) Verification of or exemption from required immunizations	
(K) Date of high school graduation or equivalent	
Mandatory Interim (Original or copy)	At least 3 school years after the student leaves the charter school or usefulness ceases.
(A) A log or record identifying those persons (except authorized school personnel) or organizations requesting or receiving information from the record. The log or record shall be accessible only to the legal parent or guardian or the eligible pupil, or a dependent adult pupil, or an adult pupil, or the custodian of records.	
(B) Health information, including Child Health Developmental Disabilities Prevention Program verification or waiver.	
(C) Participation in special education programs including required tests, case studies, authorizations, and actions necessary to establish eligibility for admission or discharge.	
(D) Language training records.	
(E) Progress slips and/or notices as required by Education Code Sections 49066 and 49067.	
(F) Parental restrictions regarding access to directory information or related stipulations.	
(G) Parent or adult pupil rejoinders to challenged records and to disciplinary action.	
(H) Parental authorizations or prohibitions of pupil participation in specific programs.	
(I) Results of standardized tests administered within the preceding three years.	
(J) Expulsion order	

<p>(K) Independent Study Records, including but not limited to independent study agreements, representative samples of student work product, contemporaneous records documenting student attendance, evaluations pursuant to Education Code Section 51747 determining whether it is in the best interest of the pupil to remain in independent study, records of pupil participation or lack of participation in synchronous instruction and live interaction as applicable by grade level, written or computer-based evidence of pupil engagement that includes but is not limited to, a grade book or summary document that for each class, lists all assignments, assessments, and associated grades.</p>	<p>4 years</p>
<p>(L) Documentation of continuous enrollment and satisfactory progress towards a high school diploma for pupils 19 and over.</p>	<p>4 years</p>
<p>Permitted Records (Original or copy)</p>	<p>At least 6 months after the student’s completion of or withdrawal from the charter school.</p>
<p>(A) Objective counselor and/or teacher ratings.</p>	
<p>(B) Standardized test results older than three years.</p>	
<p>(C) Routine discipline data (<i>not including expulsion orders</i>).</p>	
<p>(D) Verified reports of relevant behavioral patterns.</p>	
<p>(E) All disciplinary notices (<i>not including expulsion orders</i>).</p>	
<p>(F) Attendance records not used for apportionment or compulsory education (<i>i.e. attendance rosters, truancy letters, SART/SARB contract, etc.</i>)</p>	
<p>Miscellaneous</p>	
<p>Individual student injury record for which a claim was filed</p>	<p>Permanent (or if litigated, 4 years settlement / dismissal of the claim)</p>
<p>Individual student injury record for which a claim was not filed.</p>	<p>4 years</p>

Adopted: September 28, 2023

Cover Sheet

Charter Renewal Term

Section:	IV. Operations
Item:	G. Charter Renewal Term
Purpose:	Presentation & Potential Discussion - Informational
Related Material:	N/A

BACKGROUND:

- Due to SB 114, Education Code Section 47607.4, “Notwithstanding the renewal process and criteria established in Sections 47605.9, 47607, and 47607.2, or any other law, effective July 1, 2021, all charter schools whose term expires on or between January 1, 2022, and June 30, 2025, inclusive, shall have their term extended by two years, and all charter schools whose term expires on or between January 1, 2024, and June 30, 2027, inclusive, shall have their term extended by one additional year.”

Cover Sheet

Board Metrics Report Schedule & Template

Section:	V. Governance
Item:	A. Board Metrics Report Schedule & Template
Purpose:	Discussion & Potential Action - Vote
Related Material:	Board Metrics Schedule for Board Reports - 2023-2024

BACKGROUND:

- The schedule will lay out topics to be presented to the Board at each meeting.
- The Board may request additional information through a presentation at a future Board Meeting.

RECOMMENDATION:

- Consider approval of the Board Metrics Schedule for Board Reports.

Board Metrics Chart

Monthly Schedule of Topics/Reports

State Priorities (LCAP Metrics): Ed Code 52060(d)

Month	Topic/Item	Details	Data/Report From:
September	Basic (Williams) (1A,B,&C)	1A. Properly Credentialed; no misassignments; no vacancies 1B. Sufficient Materials 1C. Facilities Maintained (FIT)	1A. Dr. Damien Phillips 1B. Steph Johnson 1C. Steph Johnson
	Implementation of State Standards (2A)	2A. Education Plans & Curriculum Pathways	2A. Maria Thoeni
	Pupil Achievement (3A) & Pupil Engagement (5D&5E)	3A., 5D., & 5E. <ul style="list-style-type: none"> ● Enrollment & Student Attendance ● On-boarding Program School Start-up + Curriculum/OSP ● Graduation Rate 	3A. 5D., & 5E. <ul style="list-style-type: none"> ● Steph Johnson ● Anna Wilkinson ● Denise Voth
	Course Access (7A)	7A. Curriculum, Live Instruction, & HS Courses	7A. Maria Thoeni, Jenny Plumb, & Denise Voth
December	Pupil Achievement (4A,B,&C)	4A., 4B., & 4C. <ul style="list-style-type: none"> ● Enrollment & Student Attendance + Special Program Enrollment ● Drop Out Rate ● STAR Assessment Results ● EL Reclassification ● EL Annual Growth on ELPAC ● SLP, OT, and Nurse enrollment ● CA Dashboard Indicators Report ● College Career Readiness Report / A-G enrollment ● ESVA, MSVA, & HSVA ● Transition, SEL, & Counseling ● Intervention: <ul style="list-style-type: none"> a. Launchpad 	<ul style="list-style-type: none"> ● Steph Johnson ● Denise Voth ● Becky Bennett ● Kelley Pettit ● Lorraine Sewell ● Steph Johnson ● Denise Voth ● Maria Thoeni ● Dr. Yolanda Vazquez ● Jenny Plumb

Month	Topic/Item	Details	Data/Report From:
	<p>Pupil Engagement (5A&B)</p> <p>School Climate (6A&B)</p>	<ul style="list-style-type: none"> b. SST Team c. 504 Data d. SPL for Gen Ed ● TK and Early Literacy Coach ● An A-G Report focused on progress being made on increasing A-G rates ● LCAP and Title 1 Update ● Grant Review <p>5A. & 5B.</p> <ul style="list-style-type: none"> ● Attendance Rate ● Chronic Absenteeism Rate ● Suspension Rate ● Expulsion Rate ● Tiered Re-Engagement <p>6A. & 6B.</p> <ul style="list-style-type: none"> ● Family & Staff Survey Results 	<ul style="list-style-type: none"> ● Natalie Douty ● Denise Voth ● Steph Johnson ● Steph Johnson ● Steph Johnson ● Dr. Damien Phillips
<p>January</p>	<p>Pupil Achievement (4A,4B, 4C,4D,E,F,G,&H)</p>	<p>4A.-4H.</p> <ul style="list-style-type: none"> ● Enrollment & Student Attendance ● SARC ● In-person-Enrichment events for both schools-ELO-Parent Survey ● In-person-High school events-ELO-Parent Survey ● Lending Library-Survey and Data ● Inclusion, SPL/OT survey results - Parents <p>4D.</p> <ul style="list-style-type: none"> ● A-G Enrollment and completion % <p>4E.</p> <ul style="list-style-type: none"> ● CTE Pathway enrollment and completion % <p>4G.</p> <ul style="list-style-type: none"> ● Percent of students scoring 3 or higher on AP ● Percent of students who <i>participate in and demonstrate college</i> 	<ul style="list-style-type: none"> ● Steph Johnson ● Damien Phillips ● Michelene Fitzgerald ● Michelene Fitzgerald ● Steph Johnson ● Jenny Plumb ● Denise Voth ● Denise Voth ● Denise Voth ● Denise Voth

Month	Topic/Item	Details	Data/Report From:
		<p><i>readiness</i> as determined by the EAP (ELA) and Math</p> <p>4H.</p> <ul style="list-style-type: none"> ● Dual Enrollment Report 	<ul style="list-style-type: none"> ● Denise Voth
February	Pupil Achievement (4A,4B, 4C,4D,E,F,G,&H)	<p>4A.-4H.</p> <ul style="list-style-type: none"> ● Enrollment & Student Attendance ● STAR Results - Growth Data: All Sub-groups ● An A-G Report focused on progress being made on increasing A-G rates 	<ul style="list-style-type: none"> ● Steph Johnson ● Becky Bennett ● Denise Voth
	Pupil Engagement (5A&B)	<p>5A. & 5B.</p> <ul style="list-style-type: none"> ● LCAP Educational Partnership Survey and Feedback 	<ul style="list-style-type: none"> ● Maria Thoeni
May	<p>Pupil Achievement (3A) & Pupil Engagement (5D&5E)</p> <p>School Climate (6C)</p>	<p>3A., 5D., & 5E.</p> <ul style="list-style-type: none"> ● Enrollment & Student Attendance <p>6C.</p> <ul style="list-style-type: none"> ● Communication Systems-Parent Survey ● In-person-Enrichment events for both schools-ELO-Parent Survey ● In-person-High school events-ELO-Parent Survey ● Lending Library-Survey and Data ● Professional Develop: Staff Survey and Leadership Survey ● HSVA and ESVA ● Intervention TK and Early Literacy Coach 	<ul style="list-style-type: none"> ● Steph Johnson ● Michelene Fitzgerald ● Michelene Fitzgerald ● Michelene Fitzgerald ● Steph Johnson ● Steph Johnson ● Maria Thoeni ● Natalie Douty

Month	Topic/Item	Details	Data/Report From:
June	Pupil Engagement (5C,D,&E) Pupil Achievement (3A) Parent Involvement (3A)	5C., 5D., & 5E. <ul style="list-style-type: none"> ● Enrollment & Student Attendance 3A. <ul style="list-style-type: none"> ● End of School Reports - All Departments ● Plans for the Next School Year ● Survey Results - All Education Partners ● LCAP Metrics ● A-G Enrollment and Growth Report ● Grant Reports 	<ul style="list-style-type: none"> ● Steph Johnson ● Maria Thoeni, Jenny Plumb, & Lorraine Sewell ● Steph Johnson ● Dr. Damien Phillips ● Steph Johnson ● Denise Voth ● Dr. Damien Phillips

Cover Sheet

Brown Act & Conflict of Interest Training

Section:	V. Governance
Item:	B. Brown Act & Conflict of Interest Training
Purpose:	Board Development/Training
Related Material:	Brown Act & Conflict of Interest - 2023

BACKGROUND:


- Annual Board Member training/refresh on the Brown Act and Conflict of Interest.



THE
AXIA
GROUP



BROWN ACT & CONFLICT OF
INTEREST TRAINING FOR
SCHOOL BOARD MEMBERS



2023-2024



LET'S GET STARTED!

For: Public officials entrusted with the responsibility of making decisions that directly impact schools and families in our communities.

Purpose: (1) Provide a comprehensive understanding of the Brown Act's requirements, implications, and best practices to ensure transparent and effective decision-making. (2) Ensure there is a clear understanding of what a conflict of interest is and how to address such a situation.



BROWN ACT TOPICS

- 01 OVERVIEW
- 02 COMPLIANCE & ETHICS
- 03 CONFIDENTIALITY & PRIVACY
- 04 AB 2449





UNDERSTANDING THE BROWN ACT

1. Overview of the Brown Act: The California Ralph M. Brown Act, also known as the Brown Act, ***aims to guarantee the public's right to attend and participate in meetings of local legislative bodies.***
2. Purpose of the Brown Act: ***Enhancing transparency, preventing secret proceedings, and fostering public trust.***

BROWN ACT REQUIREMENTS



OPEN MEETINGS

1. Notice Requirements: Guidelines for timely and proper notification of regular (72 hours), special (48 hours), and emergency meetings (1 hour).
2. Agenda Preparation: Ensuring adequate agendas that provide meaningful information to the public.
3. Closed Sessions: Understanding the permissible reasons for closed sessions and maintaining the integrity of the Act during such sessions.



PUBLIC ATTENDANCE & PARTICIPATION

1. Access to Meetings: Overcoming barriers and providing equal opportunities for attendance, including accommodating persons with disabilities.
2. Public Comment: Navigating the rules and guidelines for public comment, ensuring fair and inclusive participation.
3. Live Streaming: Harnessing technology to promote accessibility and engage a wider audience.

COMPLIANCE & ETHICS



AVOIDING SERIAL MEETINGS

▲ DEFINITION AND IMPLICATIONS:

Recognizing the dangers of serial meetings and the consequences of violating the Act.

▲ COMMUNICATION CHANNELS:

Distinguishing between acceptable and prohibited means of communication to avoid inadvertent violations.

CONFIDENTIALITY & PRIVACY

▲ PROTECTING CONFIDENTIAL INFORMATION:

Understanding the need to maintain the confidentiality of certain discussions and documents.

▲ PERSONAL PRIVACY:

Respecting the privacy rights of individuals during the decision-making process.

CONCLUSION

By adhering to the Brown Act's provisions, school board members can instill public confidence, foster trust, and ensure transparency in decision-making processes.

AB 2449



RECAP/REVIEW

Beginning January 1, 2023, a school board can use teleconferencing...

1. Without noticing each teleconference location or making it publicly accessible...
2. Provided at least a quorum of the body participates in person at a single physical location that is identified on the agenda...
3. It is open to the public, and within the boundaries of the agency, and provided that other requirements regarding accessibility are met.



RECAP/REVIEW

A Board Member may participate remotely only in one of two circumstances:

1. With **“just cause”**, the member can participate remotely after giving notice as soon as possible. AB 2449 defines “just cause” as (a) a family childcare or caregiving need; (b) a contagious illness; (c) a need related to a physical or mental disability that is not otherwise accommodated; or (d) travel while on official business. The bill also limits a member to participating remotely under this provision to two meetings per calendar year.
2. In **“emergency circumstances,”** defined as a physical or family emergency that prevents the member from attending in person, the member can participate remotely by requesting approval to do so from the legislative body. The legislative body may take action on the request as soon as possible, including at the beginning of the meeting, even if there was not sufficient time to place the request formally on the agenda.



OTHER NOTABLE ITEMS

1. AB 2449 provides that a member cannot participate solely by teleconference under the new teleconference framework for more than 3 consecutive months or more than 20 percent of the agency's regular meetings (more than two meetings if the agency meets fewer than 10 times per year).
2. The statutory authorization expires by its own terms on January 1, 2026. At that point, absent further legislation, the Brown Act's teleconferencing provisions will revert to essentially the same language as before the pandemic.
3. I track attendance in to monitor adherence to #1 and the reason for teleconferencing by calendar year.

CONFLICT OF INTEREST TOPICS

- 01 OVERVIEW
- 02 DEFINITIONS & EXAMPLES
- 03 MITIGATING CONFLICTS OF INTEREST



OVERVIEW

- Training school board members on conflict of interest is crucial for upholding the *integrity and transparency* of educational institutions.
- A conflict of interest occurs *when an individual's personal interests interfere with their duty to act in the best interest of the school community.*



UNDERSTANDING CONFLICT OF INTEREST

▲ CONFLICT OF INTEREST:

A situation in which an individual is in a position to influence decisions or actions that may personally benefit them or their close associates.

▲ TYPES OF CONFLICTS:

- **Financial conflicts** occur when individuals have financial stakes in matters being decided upon.
- **Familial conflicts** involve situations where board members' relatives or close associates could gain from specific decisions.
- **Professional conflicts** arise when board members hold positions outside the school that may influence their decision-making process

▲ EXAMPLES:

- Awarding contracts to companies they are associated with
- Hiring family members for key positions
- Making decisions that directly impact a Board Member's personal investments or business ventures

STRATEGIES FOR MANAGING AND MITIGATING CONFLICT OF INTEREST AMONG BOARD MEMBERS

- Annual Form 700
- Recusing yourself during a vote

Q & A