



Yosemite Valley Charter School

1781 East Fir Avenue, Suite 101, Fresno, CA 93720

Ph (559) 754-1442 | Fax (559) 335-4089

Regular Scheduled Board Meeting Yosemite Valley Charter School

July 30, 2020 – 5:15 pm

1781 East Fir Avenue, #102

Fresno, CA 93720

Through Teleconference

Join Zoom Meeting

<https://zoom.us/j/9854259770>

Meeting ID: 985 425 9770

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Find your local number: <https://zoom.us/u/ai4RhhtNf>

AGENDA

1. Call to Order
2. Flag Salute
3. Approval of the Agenda
4. Public Comments
5. Executive Director's Report
 - a. SB 98 / Enrollment Update
 - b. 2020 – 2021 Budget Updates
 - c. Achievement Plans for the Coming School Year
 - d. In Person Services with Vendors
 - e. Fresno Office Space
 - f. WASC Update
6. Discussion and Potential Action on the June Board Meeting Minutes



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7. Discussion and Potential Action on the Revised 2020 – 2021 Budget
8. Discussion and Potential Action on the Fiscal Policies and Procedures
9. Discussion and Potential Action on the 403b Program
10. Discussion and Potential Action on the Board Training Calendar
11. Discussion and Potential Action on the MOU with Westside Elementary
12. Discussion and Potential Action on Parent Student Handbook
13. Discussion and Potential Action the Employee Handbook
14. Discussion and Potential Action on the High School Specialist Positions
15. Discussion on the Shared Employees MOU
16. Board of Directors Requests
17. Announcement of Next Regular Scheduled Board Meeting
18. Adjournment

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.

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 951-290-3013 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. § 12132)).



Accrediting Commission for Schools Western Association of Schools and Colleges

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Association of California School
Administrators

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National Lutheran School Accreditation

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Schools

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California School Boards Association

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Pacific Union Conference of Seventh-day
Adventists

DIANA WALSH-REUSS, Ed.D.
Association of California School
Administrators

July 8, 2020

Laurie Goodman, Interim Principal
Yosemite Valley Charter School
1740 Huntington Dr. #205
Duarte, California 91010

Dear Laurie Goodman:

The Accrediting Commission for Schools, Western Association of Schools and Colleges (ACS WASC) announces the action taken at the Summer 2020 Commission Meeting. The ACS WASC Commissioners have determined Yosemite Valley Charter School (TK-12) meets the ACS WASC criteria for accreditation. This accreditation status is based on all of the information provided by the school, including the school's report, and the satisfactory completion of the accreditation visit.

It is the decision of the Commission to grant six-year accreditation status with a One-day Mid-cycle Visit, through June 30, 2026.

Yosemite Valley Charter School is required to prepare an in-depth Progress Report for the Mid-cycle Visit. The report and visit should demonstrate that the school has: 1) addressed the critical areas for follow-up through the schoolwide action plan; 2) made appropriate progress on the implementation of the schoolwide action plan; and 3) improved student achievement relative to the schoolwide learner outcomes and the academic standards.

Accreditation status is conditioned upon Yosemite Valley Charter School's continued adherence with the ACS WASC policies, procedures, and criteria for accreditation. This includes a requirement that an accredited school annually contribute members to participate on visiting committees. Failure to maintain compliance with said policies, procedures, and standards is grounds for modification and/or withdrawal of the accreditation.

The Commission looks forward to Yosemite Valley Charter School's anticipated success and continuing improvement in keeping with ACS WASC's pursuit of excellence in elementary, secondary, and adult education.

Sincerely,

Gregory A. Franklin
Commission Chairperson

cc: Visiting Committee Chairperson
Superintendent



Yosemite Valley Charter School

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Regular Scheduled Board Meeting - Yosemite Valley Charter School

June 25, 2020 – 5:15 pm

1781 East Fir Avenue, #102 Fresno, CA 93720

Attendance: Larry Jarocki, Carla Moore, Debbie de Alba, Trina Short - Teleconference

Absent: None

Also Present: Kimmi Buzzard, Stephanie Johnson, Mariah Jordan, Laurie Goodman, Barbara Bolanos, Katie Talbot - Teleconference

1. Call to Order	Larry Jarocki called the meeting to order at 5:16 pm.
2. Flag Salute	The flag salute was conducted.
3. Approval of the Agenda	Motioned to Approve - Jonna Durst Seconded - Carla Moore - Unanimous
4. Public Comments	None
5. Executive Directors Report	The Executive Director provided a report.
6. Discussion and Potential Action on the March Emergency Board Meeting Minutes, May Board Meeting Minutes and June Special Board Meeting Minutes	Motioned to Approve - Debbie de Alba Seconded - Jonna Durst - Unanimous
7. Discussion and Potential Action on the May Financials	Motioned to Approve - Trina Short Seconded - Carla Moore - Unanimous
8. Discussion and Potential Action on the 2020 – 2021 Budget	Motioned to Approve - Trina Short Seconded - Carla Moore - Unanimous
9. Discussion and Potential Action on the COVID-19 Plans (Executive Order: N-56-20 Operations Written Report)	Motioned to Approve - Debbie de Alba Seconded - Jonna Durst - Unanimous



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<p>10. Discussion and Potential Action on the CharterSAFE Renewals</p>	<p>Motioned to Approve - Jonna Durst Seconded - Trina Short - Unanimous</p>
<p>11. Discussion and Potential Action on the Compensation Policy</p>	<p>Motioned to Approve - Trina Short Seconded - Debbie de Alba - Unanimous</p>
<p>12. Discussion and Potential Action on the Suicide Prevention Policy</p>	<p>Motioned to Approve with the addition of resources for students, parents, staff, to the student handbook and linked on the website - Jonna Durst Seconded - Carla Moore - Unanimous</p>
<p>13. Discussion and Potential Action on the Educational Vendor Policies and Procedures</p>	<p>Motioned to Approve - Trina Short Seconded - Debbie de Alba - Unanimous</p>
<p>14. Discussion and Potential Action on the Residency Policy</p>	<p>Motioned to Approve - Carla Moore Seconded - Jonna Durst - Unanimous</p>
<p>15. Discussion and Potential Action on the Enrollment Increase</p>	<p>Tabled to bring back to the July Board Meeting.</p>
<p>16. Discussion and Potential Action on the Classified Calendar</p>	<p>Motioned to Approve - Jonna Durst Seconded - Trina Short - Unanimous</p>
<p>17. Discussion and Potential Action on the MOU with Westside Elementary School District</p>	<p>Motioned to Approve - Jonna Durst Seconded - Debbie de Alba - Unanimous</p>
<p>18. Discussion and Potential Action on the Bylaws</p>	<p>Motioned to Approve to amend the secretary's signature to show the 25th of June. - Trina Short Seconded - Debbie de Alba - Unanimous</p>
<p>19. Discussion and Potential Action on Affirming of Board Members and their New Term</p>	<p>Debbie de Alba, Jonna Durst, and Trina Short will serve a 4-year term.</p> <p>Larry Jarocki and Carla Moore will serve a 2-year term.</p>



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	<p>Motioned to Approve - Debbie de Alba Seconded - Jonna Durst - Unanimous</p>
<p>20. Discussion and Potential Action on the Election Officers</p>	<p>Motioned to Approve that current officers to remain in place: Larry Jarocki as President, Trina Short as Treasurer and Debbie de Alba as Secretary. - Carla Moore Seconded - Jonna Durst - Unanimous</p>
<p>21. Discussion and Potential Action on the Board Meeting Calendar</p>	<p>Motioned to Approve - Trina Short Seconded - Jonna Durst - Unanimous</p>
<p>22. Closed Session – Public Employee Performance Evaluation: Executive Director</p>	<p>Motioned to Enter Closed Session at 6:50 pm - Trina Short Seconded - Carla Moore - Unanimous</p> <p>Laurie Goodman joined closed session at 7:03 pm.</p> <p>Motioned to Exit Closed Session at 7:20 pm - Jonna Durst Seconded - Trina Short - Unanimous</p> <p>The Board reported out that they conducted an evaluation of the Executive Director.</p>
<p>23. Discussion and Potential Action on the Executive Director Contract, Salary, and Fringe Benefits</p>	<p>Motioned to Approve - Carla Moore Seconded - Debbie de Alba - Unanimous</p>
<p>24. Board of Director’s Requests</p>	<p>The Board would like the Suicide Prevention Policy resources for students, parents, and staff, to be added to the student handbook and linked on the website.</p> <p>The Board requested that information be brought back with the results of AB77 to the July Board Meeting.</p>



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25. Announcement of Next Regular Scheduled Board Meeting	July 30th, 2020 at 5:15 pm.
26. Adjournment	Motioned to Adjourn at 7:26 pm - Debbie de Alba Seconded - Trina Short - Unanimous

Prepared by:
Bryanna Brossman

Noted by:

Board Secretary



Yosemite Charter School

FY20-21 Revised Budget

FY21 Budget Highlights

- Revised Budget projects a surplus of \$1.1MM for FY21.
- Enrollment target is at 2400 (Previously 2800).
- Budget includes Deferrals to LCFF-State Aid payments in FY21.
- In-Compliance w/ SB740 requirements.

Revenue

- Funding variance due to SB-98 adjustment in planned average daily attendance (ADA).
 - Original Budget ADA: 2576
 - Revised Budget ADA: 2206 (19-20 cap)

	Original Budget	Proposed Budget	Inc/(Dec)
Revenue			
State Aid-Rev Limit	\$ 21,869,316	\$ 20,333,097	\$ (1,536,219)
Federal Revenue	305,900	275,751	\$ (30,149)
Other State Revenue	1,877,116	1,849,349	\$ (27,766)
Other Local Revenue	-	-	\$ -
Total Revenue	<u>\$ 24,052,332</u>	<u>\$ 22,458,197</u>	<u>\$ (1,594,134)</u>

Expenses



- Expense variance due to:
 - Reduction in per pupil spending from adjustment to enrollment.
 - Adjustment to Student/Family Fund.
 - K-8: \$2600 to \$2400 & 9-12: \$2800 to \$2600

	Original Budget	Proposed Budget	Inc/(Dec)
Expenses			
Certificated Salaries	\$ 7,792,322	\$ 7,633,555	\$ (158,767)
Classified Salaries	283,375	289,875	\$ 6,500
Benefits	2,571,344	2,538,410	\$ (32,933)
Books and Supplies	3,740,678	2,911,762	\$ (828,916)
Subagreement Services	5,779,710	4,857,812	\$ (921,897)
Operations	197,000	151,700	\$ (45,300)
Facilities	4,500	3,800	\$ (700)
Professional Services	2,602,082	2,492,089	\$ (109,993)
Depreciation	-	-	\$ -
Interest	491,628	459,603	\$ (32,025)
Total Expenses	<u>\$ 23,462,638</u>	<u>\$ 21,338,606</u>	<u>\$ (2,124,032)</u>

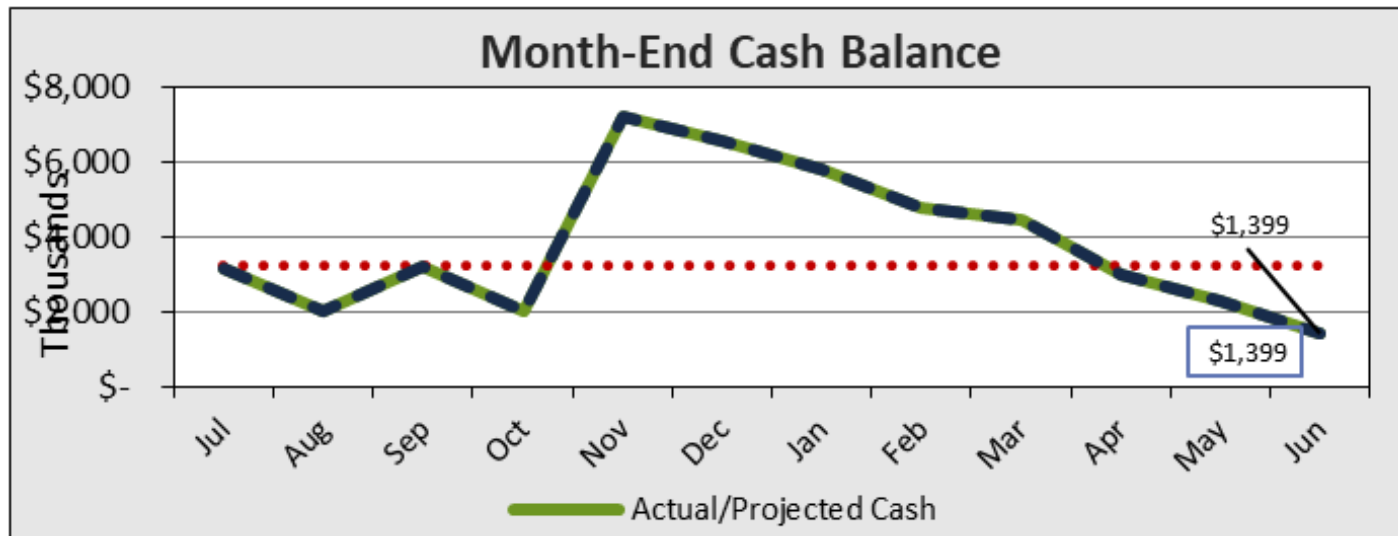
Fund Balance

- A surplus of \$1.1M (or 5% of annual expenses) is budgeted in FY21.

	Original Budget	Proposed Budget	Inc/(Dec)
Total Surplus(Deficit)	\$ 589,694	\$ 1,119,591	\$ 529,898
Beginning Fund Balance	<u>1,013,015</u>	<u>1,013,015</u>	
Ending Fund Balance	<u>\$ 1,602,709</u>	<u>\$ 2,132,606</u>	
<i>As a % of Annual Expenses</i>	6.7%	10.0%	

Cash Balance

- Cash balance projected to remain positive through receivable sales.
- Due to/Due From repayment has not been factored into budget.



Appendices

- FY20-21 Monthly Budget/Cash Flow

Yosemite Valley Charter School
Monthly Cash Flow/Budget FY20-21

Revised 6/29/2020
 ADA = 2206.01



	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Year-End Accruals	Annual Budget	Original Budget Total	Favorable / (Unfav.)
ADA = 2206.01																
Revenues																
State Aid - Revenue Limit																
8011 LCFF State Aid	-	966,575	966,575	1,739,834	1,739,834	1,739,834	1,739,834	1,739,834	869,917	521,950	521,950	521,950	6,263,404	19,331,492	19,331,492	-
8012 Education Protection Account	-	-	-	110,301	-	-	110,301	-	-	110,301	-	-	110,301	441,202	441,202	-
8019 State Aid - Prior Year	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8096 In Lieu of Property Taxes	-	33,624	67,248	44,832	44,832	44,832	44,832	44,832	78,456	39,228	39,228	39,228	39,228	560,402	560,402	-
	-	1,000,199	1,033,823	1,894,967	1,784,666	1,784,666	1,894,967	1,784,666	948,374	671,479	561,178	561,178	6,412,932	20,333,097	20,333,097	-
Federal Revenue																
8181 Special Education - Entitlement	-	13,788	13,788	24,818	24,818	24,818	24,818	24,818	24,818	24,818	24,818	24,818	24,818	275,751	275,751	-
	-	13,788	13,788	24,818	24,818	24,818	24,818	24,818	24,818	24,818	24,818	24,818	24,818	275,751	275,751	-
Other State Revenue																
8311 State Special Education	-	66,180	66,180	119,125	119,125	119,125	119,125	119,125	119,125	119,125	119,125	119,125	119,125	1,323,606	1,323,606	-
8520 Child Nutrition	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8545 School Facilities (SB740)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8550 Mandated Cost	-	-	-	-	-	86,747	-	-	-	-	-	438,996	-	525,743	525,743	-
	-	66,180	66,180	119,125	119,125	205,872	119,125	119,125	119,125	119,125	119,125	558,121	119,125	1,849,349	1,849,349	-
Total Revenue	-	1,080,167	1,113,791	2,038,909	1,928,609	2,015,356	2,038,909	1,928,609	1,092,316	815,421	705,121	1,144,117	6,556,874	22,458,197	22,458,197	-
Expenses																
Certificated Salaries																
1100 Teachers' Salaries	513,924	513,924	513,924	513,924	513,924	513,924	513,924	513,924	513,924	513,924	513,924	513,924	-	6,167,091	6,167,091	-
1170 Teachers' Substitute Hours	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1175 Teachers' Extra Duty/Stipends	-	-	92,506	92,506	92,506	92,506	92,506	92,506	92,506	92,506	92,506	92,506	-	925,064	925,064	-
1200 Pupil Support Salaries	27,317	27,317	27,317	27,317	27,317	27,317	27,317	27,317	27,317	27,317	27,317	27,317	-	327,809	327,809	-
1300 Administrators' Salaries	10,895	10,895	10,895	10,895	10,895	10,895	10,895	10,895	10,895	10,895	10,895	10,895	-	130,740	130,740	-
1900 Other Certificated Salaries	6,904	6,904	6,904	6,904	6,904	6,904	6,904	6,904	6,904	6,904	6,904	6,904	-	82,852	82,852	-
	559,041	559,041	651,547	651,547	651,547	651,547	651,547	651,547	651,547	651,547	651,547	651,547	-	7,633,555	7,633,555	-
Classified Salaries																
2100 Instructional Salaries	14,219	14,219	14,219	14,219	14,219	14,219	14,219	14,219	14,219	14,219	14,219	14,219	-	170,625	170,625	-
2200 Support Salaries	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2300 Classified Administrators'	9,938	9,938	9,938	9,938	9,938	9,938	9,938	9,938	9,938	9,938	9,938	9,938	-	119,250	119,250	-
2400 Clerical and Office Staff Salaries	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2900 Other Classified Salaries	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	24,156	24,156	24,156	24,156	24,156	24,156	24,156	24,156	24,156	24,156	24,156	24,156	-	289,875	289,875	-
Benefits																
3101 STRS	102,864	102,864	119,885	119,885	119,885	119,885	119,885	119,885	119,885	119,885	119,885	119,885	-	1,404,574	1,404,574	-
3202 PERS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
3301 OASDI	1,498	1,498	1,498	1,498	1,498	1,498	1,498	1,498	1,498	1,498	1,498	1,498	-	17,972	17,972	-
3311 Medicare	8,456	8,456	9,798	9,798	9,798	9,798	9,798	9,798	9,798	9,798	9,798	9,798	-	114,890	114,890	-
3401 Health and Welfare	68,750	68,750	68,750	68,750	68,750	68,750	68,750	68,750	68,750	68,750	68,750	68,750	-	825,000	825,000	-
3501 State Unemployment	2,818	2,818	2,818	2,818	2,818	2,818	14,088	11,270	5,635	2,818	2,818	2,818	-	56,350	56,350	-
3601 Workers' Compensation	8,165	8,165	9,460	9,460	9,460	9,460	9,460	9,460	9,460	9,460	9,460	9,460	-	110,928	110,928	-
3901 Other Benefits	640	640	742	742	742	742	742	742	742	742	742	742	-	8,696	8,696	-
	193,190	193,190	212,949	212,949	212,949	212,949	224,219	221,402	215,767	212,949	212,949	212,949	-	2,538,410	2,538,410	-
Books and Supplies																
4100 Textbooks and Core Materials	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
4200 Books and Reference Materials	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
4302 School Supplies	107,862	107,962	132,300	193,621	149,352	104,073	125,740	103,642	126,458	205,923	176,805	132,869	204,212	1,870,819	1,870,819	-
4305 Software	16,758	16,758	16,758	16,758	16,758	16,758	16,758	16,758	16,758	16,758	16,758	16,758	-	201,100	201,100	-
4310 Office Expense	1,642	1,642	1,642	1,642	1,642	1,642	1,642	1,642	1,642	1,642	1,642	1,642	-	19,700	19,700	-
4311 Business Meals	125	125	125	125	125	125	125	125	125	125	125	125	-	1,500	1,500	-
4312 School Fundraising Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
4400 Noncapitalized Equipment	47,199	47,243	57,892	84,726	65,354	45,541	55,022	45,352	55,336	90,109	77,367	58,141	89,360	818,643	818,643	-
4700 Food Services	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	173,586	173,730	208,717	296,872	233,231	168,139	199,287	167,519	200,319	314,556	272,697	209,535	293,573	2,911,762	2,911,762	-

Yosemite Valley Charter School
Monthly Cash Flow/Budget FY20-21

Revised 6/29/2020

ADA = 2206.01



	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Year-End Accruals	Annual Budget	Original Budget Total	Favorable / (Unfav.)
Subagreement Services																
5101 Nursing	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5102 Special Education	85,500	85,500	85,500	85,500	85,500	85,500	85,500	85,500	85,500	85,500	85,500	85,500	-	1,026,000	1,026,000	-
5103 Substitute Teacher	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5104 Transportation	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5105 Security	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5106 Other Educational Consultants	152,944	153,087	187,596	274,548	211,776	147,572	178,295	146,961	179,313	291,991	250,703	188,403	289,566	2,652,757	2,652,757	-
5107 Instructional Services	98,255	98,255	98,255	98,255	98,255	98,255	98,255	98,255	98,255	98,255	98,255	98,255	-	1,179,055	1,179,055	-
	336,699	336,841	371,351	458,303	395,531	331,327	362,050	330,715	363,068	475,746	434,458	372,158	289,566	4,857,812	4,857,812	-
Operations and Housekeeping																
5201 Auto and Travel	1,050	1,050	1,050	1,050	1,050	1,050	1,050	1,050	1,050	1,050	1,050	1,050	-	12,600	12,600	-
5300 Dues & Memberships	683	683	683	683	683	683	683	683	683	683	683	683	-	8,200	8,200	-
5400 Insurance	10,908	10,908	10,908	10,908	10,908	10,908	10,908	10,908	10,908	10,908	10,908	10,908	-	130,900	130,900	-
	12,642	12,642	12,642	12,642	12,642	12,642	12,642	12,642	12,642	12,642	12,642	12,642	-	151,700	151,700	-
Facilities, Repairs and Other Leases																
5601 Rent	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5602 Additional Rent	83	83	83	83	83	83	83	83	83	83	83	83	-	1,000	1,000	-
5603 Equipment Leases	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5604 Other Leases	233	233	233	233	233	233	233	233	233	233	233	233	-	2,800	2,800	-
5605 Real/Personal Property Taxes	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5610 Repairs and Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	317	317	317	317	317	317	317	317	317	317	317	317	-	3,800	3,800	-
Professional/Consulting Services																
5801 IT	58	58	58	58	58	58	58	58	58	58	58	58	-	700	700	-
5802 Audit & Taxes	-	-	-	2,100	2,100	2,100	-	-	-	-	-	-	-	6,300	6,300	-
5803 Legal	3,208	3,208	3,208	3,208	3,208	3,208	3,208	3,208	3,208	3,208	3,208	3,208	-	38,500	38,500	-
5804 Professional Development	2,975	2,975	2,975	2,975	2,975	2,975	2,975	2,975	2,975	2,975	2,975	2,975	-	35,700	35,700	-
5805 General Consulting	5,442	5,442	5,442	5,442	5,442	5,442	5,442	5,442	5,442	5,442	5,442	5,442	-	65,300	65,300	-
5806 Special Activities/Field Trips	7,700	7,707	9,444	13,821	10,661	7,429	8,976	7,398	9,027	14,700	12,621	9,485	14,577	133,546	133,546	-
5807 Bank Charges	75	75	75	90	90	90	90	90	90	90	90	90	-	1,035	1,035	-
5808 Printing	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5809 Other taxes and fees	408	408	408	490	490	490	490	490	490	490	490	490	-	5,635	5,635	-
5810 Payroll Service Fee	1,234	1,234	1,234	1,234	1,234	1,234	1,234	1,234	1,234	1,234	1,234	1,234	-	14,806	14,806	-
5811 Management Fee	131,006	131,006	131,006	131,006	131,006	131,006	131,006	131,006	131,006	131,006	131,006	131,006	-	1,572,074	1,572,074	-
5812 District Oversight Fee	-	30,006	31,015	56,849	53,540	53,540	56,849	53,540	28,451	20,144	16,835	16,835	192,388	609,993	609,993	-
5813 County Fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5814 SPED Encroachment	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5815 Public Relations/Recruitment	708	708	708	708	708	708	708	708	708	708	708	708	-	8,500	8,500	-
	152,815	182,828	185,574	217,982	211,513	208,281	211,037	206,150	182,690	180,056	174,668	171,532	206,965	2,492,089	2,492,089	-
Depreciation																
6900 Depreciation Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest																
7438 Interest Expense	239,227	-	-	-	195,731	-	-	-	-	-	24,644	-	-	459,603	459,603	-
	239,227	-	-	-	195,731	-	-	-	-	-	24,644	-	-	459,603	459,603	-
Total Expenses	1,691,672	1,482,744	1,667,253	1,874,768	1,937,618	1,609,357	1,685,255	1,614,448	1,650,505	1,871,969	1,808,078	1,654,836	790,105	21,338,606	21,338,606	-
Monthly Surplus (Deficit)	(1,691,672)	(402,578)	(553,462)	164,141	(9,009)	405,999	353,654	314,161	(558,190)	(1,056,548)	(1,102,957)	(510,719)	5,766,770	1,119,591	1,119,591	-
Cash Flow Adjustments																
Monthly Surplus (Deficit)	(1,691,672)	(402,578)	(553,462)	164,141	(9,009)	405,999	353,654	314,161	(558,190)	(1,056,548)	(1,102,957)	(510,719)	5,766,770	1,119,591		
Cash flows from operating activities																
Depreciation/Amortization	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Public Funding Receivables	-	-	2,466,193	-	-	262,377	183,291	-	-	-	-	-	(6,556,874)	(3,645,013)		
Grants and Contributions Rec.	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Due To/From Related Parties	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Prepaid Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Assets	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Accounts Payable	(1,725,446)	-	-	-	-	-	-	-	-	-	-	-	790,105	(935,341)		
Accrued Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Liabilities	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Cash flows from investing activities																
Purchases of Prop. And Equip.	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Notes Receivable	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Cash flows from financing activities																
Proceeds from Factoring	7,974,240	-	-	-	6,524,379	-	-	-	-	-	821,476	-	-	15,320,095		
Payments on Factoring	-	(724,931)	(724,931)	(1,304,876)	(1,304,876)	(1,304,876)	(1,304,876)	(1,304,876)	(652,438)	(391,463)	(391,463)	(391,463)	-	(9,801,067)		
Proceeds from Debt	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Payments on Debt	(1,692,759)	-	(20,833)	(20,833)	(20,833)	(20,833)	(20,833)	-	849,084	-	-	-	-	(947,842)		
Total Change in Cash	2,864,364	(1,127,509)	1,166,967	(1,161,568)	5,189,661	(657,334)	(788,764)	(990,715)	(361,544)	(1,448,010)	(672,944)	(902,182)				
Cash, Beginning of Month	288,596	3,152,960	2,025,452	3,192,419	2,030,851	7,220,512	6,563,179	5,774,415	4,783,700	4,422,156	2,974,146	2,301,202				
Cash, End of Month	3,152,960	2,025,452	3,192,419	2,030,851	7,220,512	6,563,179	5,774,415	4,783,700	4,422,156	2,974,146	2,301,202	1,399,020				

Cert.	Instr.
48.7%	80.0%
1,949,195	(5,539)

Pupil:Teacher Ratio
21.01 :1

**Yosemite Valley
Charter School
Fiscal Policies and Procedures**

Revised 7/16/20

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Yosemite Valley Charter School

Fiscal Policies and Procedures

OVERVIEW AND GENERAL BUSINESS POLICIES

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

1. The Board approves financial policies and procedures, delegate's administration of the policies and procedures to the Executive Director and reviews operations and activities on a regular basis.
2. The Executive Director has responsibility for all operations and activities related to financial management. However, the Board and Executive Director can appoint or delegate someone else to perform the responsibilities.
3. Financial duties and responsibilities must be separated so that no one employee has sole control authorizing transactions, recording financial transactions and custody of assets.
4. The School will maintain in effect the following principles in its ongoing fiscal management practices to ensure that:
 - a. expenditures are authorized by and in accord with amounts specified in the board-adopted budget,
 - b. the school's funds are managed and held in a manner that provides a high degree of protection of the school's assets, and
 - c. all transactions are recorded and documented in an appropriate manner.

Budget Development, Oversight Calendar and Responsibilities

The School will develop and monitor its budget in accord with the annual budget development and monitoring calendar as specified below.

January - April

Charter Impact works with Executive Director to review Governor's proposed state budget for the upcoming fiscal year, and identify the likely range of revenues for the school's upcoming fiscal year (July 1 - June 30) based on projected enrollment. Once the revenue estimates are complete, Charter Impact and the Executive Director develop the remainder of the budget including staffing levels, review of fixed costs and discretionary spending. Then a five-year budget projection is developed in accordance with the schools' established strategic and growth plans.

Yosemite Valley Charter School

Fiscal Policies and Procedures

Budget Development, Oversight Calendar and Responsibilities (continued)

May – June

Charter Impact and the Executive Director review revenue projections subsequent to the Governor's annual "May Revise" budget figures, fine-tunes the upcoming fiscal year budget to accommodate any changes. This budget will include monthly cash flow projections. The Board reviews and formally adopts a budget for upcoming fiscal year before June 15. A copy of the final budget is provided to the charter-granting agency.

July – August

Books for prior fiscal year are closed by Charter Impact, all transactions are posted, and records assembled for audit.

The budget is reviewed subsequent to the adoption of the state Budget Act and necessary adjustments are made. A copy of the revised final budget is provided to the charter-granting agency, if applicable.

September – December

The independent auditor performs audit of the closed fiscal year and prepares audit report for submission to the Audit Committee.

At the end of the first full week of school, the Executive Director reviews the Charter School's actual attendance figures and notifies the Board if actual attendance is below budget projections. If needed, the school's budget is revised to match likely revenues.

The Audit Committee of the Board reviews a copy of the audit. The Executive Director address any audit exceptions or adverse findings. Once the Board approves the audit report, it is submitted to charter-granting agency.

On a monthly basis, the Executive Director and Board reviews current year actual versus budgeted revenues and expenditures and other financial reports as presented by Charter Impact. The Board approves any needed changes to the annual budget.

Yosemite Valley Charter School

Fiscal Policies and Procedures

Budget Transfers

The Executive Director may transfer up to \$100,000 from one unrestricted budget item to another without board approval, but shall notify the Board of the transfer at the next regularly scheduled meeting.

Banking Arrangements

The School will maintain its accounts either in the County Treasury or at a federally insured commercial bank or credit union. Funds will be deposited in non-speculative accounts including federally-insured savings or checking accounts or invested in non-speculative federally-backed instruments or in the County's Pooled Money Investment Fund. If funds are held in accounts outside of the County Treasury, the Board must appoint and approve all individuals authorized to sign checks or warrants in accord with these policies. Charter Impact will reconcile the school's ledger(s) with its bank accounts or accounts in the county treasury on a monthly basis.

Record Keeping

Transaction ledgers, duplicate unsigned checks, attendance and entitlement records, payroll records, and any other necessary fiscal documents will be maintained by school staff in a secure location for at least three years, or as long as required by applicable law, whichever is longer.

Appropriate back-up copies of electronic and paper documentation, including financial and attendance accounting data, will be regularly prepared and stored in a secure off-site location, separate from the school.

Charter Impact will retain electronic records at their site for a minimum of two years; after which, the remaining years will be the responsibility of the School.

Property Inventory

The Executive Director shall establish and maintain an inventory of all non-consumable goods and equipment worth over \$1,000. This inventory shall include the original purchase price and date, a brief description, serial numbers, and other information appropriate for documenting the school's assets. This property will be inventoried on an annual basis and lists of any missing property shall be presented to the Board.

Yosemite Valley Charter School Fiscal Policies and Procedures

All non-consumable school property lent to students shall be returned to the school no later than 5 working days after end of the school year. Any excess or surplus property owned by the school may be sold or auctioned by the Executive Director provided the Executive Director engages in due diligence to maximize the value of the sale or auction to the school. The sale or auction of property owned by the school with a fair market value in excess of \$1,000 shall be approved in advance by the Board. The Executive Director will immediately notify Charter Impact of all cases of theft, loss, damage or destruction of assets.

Attendance Accounting

The Executive Director will establish and maintain an appropriate attendance accounting system to record the number of days students are actually in attendance at the School and engaged in the activities required of them by the School. The annual audit will review actual attendance accounting records and practices to ensure compliance. The attendance accounting practices will be in conformance with the Charter Schools Act and the applicable California Administrative Code sections defining Charter School Average Daily Attendance. Therefore:

1. ADA will be computed by dividing the actual number of days of student attendance by the number of calendar days of instruction by the School.
2. The School's instructional calendar will include at least 175 days of instruction to avoid the fiscal penalty for providing fewer than 175 days of instruction as provided by the Administrative Code regulation. The calendar must also document that the school offers an amount of annual minutes of instruction as required pursuant to applicable law.
3. Independent study must be pre-arranged by the student's adult guardian and the School and that the adult guardian will be required to complete and submit documentation of engagement in instructional activity to the school on forms prepared by the school. As applicable, such study shall be in full compliance with law governing independent study.

Annual Financial Audit

The Board will annually appoint an audit committee by January 1 to oversee the independent auditors for that fiscal year. Any persons with expenditure authorization or recording responsibilities within the school may not serve on the committee. The committee shall annually contract for the services of an independent certified public accountant to perform an annual fiscal audit. The audit shall include, but not be limited to (1) an audit of the accuracy of school's financial statements, (2) an audit of the school's attendance accounting and revenue claims practices, and in conjunction with (1) and (2) above, review the school's internal controls over financial reporting. The audit shall be prepared in accordance with any relevant Office of Management and Budget audit circulars if the School spends in excess of the amount which requires an audit.

Yosemite Valley Charter School Fiscal Policies and Procedures

The Audit shall be completed, reviewed by the Board, and submitted to the charter-granting agency, the County Office of Education, the Office of the State Controller, and California Department of Education prior to December 15 of each year.

Required Budget and Other Fiscal Reports

The Executive Director, working in conjunction with Charter Impact, will produce and submit to the charter granting agency any and all required fiscal reports as may be required by state or federal law, or mandated by the terms of the school's charter. These include, but are not limited to, attendance reports, enrollment and other data reports required by the California Basic Education Data System, and other related data.

Property and Liability Insurance

The Executive Director shall ensure that the school retains appropriate property and liability insurance coverage. Property insurance shall be obtained and address business interruption and casualty needs, including flood, fire, earthquake, and other hazards with replacement cost coverage for all assets listed in the school's Property Inventory and consumables. Premises and Board errors and omissions liability insurance shall also be obtained and kept in force at all times on a "claims made" form with a self-insured retention of no more than \$50,000 per occurrence and limit of no less than \$5 million per occurrence. The school's Executive Director and other staff who manage funds shall be placed under a fidelity bond.

Board Compensation

Board members shall serve without compensation, but may be reimbursed for actual and necessary expenses. Expenses for travel necessary to attending board meetings and meetings of board committees need not be approved in advance by the board. All other expenses shall be approved in advance by the board. Travel expenses reimbursed shall not exceed levels that would be subject to federal or state income tax. All expenses reimbursed shall be documented by receipts and in no event may reimbursements exceed actual expenses.

Fundraising, Grant Solicitation, and Donation Recognition

Fundraising or grant solicitation activities over \$100,000 on behalf of the school must be approved in advance by the Board. The Board shall be informed of any conditions, restrictions, or compliance requirements associated with the receipt of such funds, including grants or categorical programs sponsored by the state or federal government. The Board shall be notified no later than the next regular board meeting of the award or receipt of any funds and shall approve the receipt of any grants, donations, or receipts of fundraising proceeds prior to their deposit in the school's accounts.

Yosemite Valley Charter School Fiscal Policies and Procedures

Contracts

Consideration will be made of in-house capabilities to accomplish services before contracting for them. Except as otherwise provided in these policies, the Executive Director may enter into contracts and agreements not to exceed \$50,000 without Board approval, provided funds sufficient for the contract or agreement are authorized and available within the school's board-adopted budget. Contracts and agreements in excess of \$50,000 must be submitted for board approval and may be executed by the Executive Director or other person specifically designated by the Board after the Board has duly approved the contract or agreement.

Office staff will keep and maintain a contract file evidencing the competitive bids obtained (if any) and the justification of need for any contracts over \$25,000. Competitive bids will be obtained where required by law or otherwise deemed appropriate and in the best interests of the school.

Written contracts clearly defining work to be performed will be maintained for all contract service providers (i.e. consultants, independent contractors, subcontractors). Contract service providers must show proof of being licensed and bonded, if applicable, and of having adequate liability insurance and worker's compensation insurance currently in effect. The Executive Director may also require that contract service providers list the school as an additional insured.

If the contract service provider is a sole proprietor or a partnership (including LP, and LLP), the School will obtain a W-9 from the contract service provider prior to submitting any requests for payments to Charter Impact.

The Executive Director will approve proposed contracts and modifications in writing. Contract service providers will be paid in accordance with approved contracts as work is performed. The Executive Director will be responsible for ensuring the terms of the contracts are fulfilled. Potential conflicts of interest will be disclosed upfront, and the Executive Director and/or Member(s) of the Governing Board with the conflict will excuse themselves from discussions and from voting on the contract.

Yosemite Valley Charter School

Fiscal Policies and Procedures

PURCHASING AND VENDOR PAYMENT

Segregation of Duties

The School will develop and maintain purchase order forms to document the authorization of non-payroll expenditures. All proposed expenditures must be approved by the Executive Director, who will review the proposed expenditure to determine whether it is consistent with the Board-adopted budget. In the absence of a vendor invoice, the School will develop and maintain a check request form to document the approval of payment for specific items.

All transactions will be posted in an electronic general ledger maintained by Charter Impact. To ensure segregation of recording and authorization, the bookkeeper may not co-sign check requests for purchase orders.

General Purchasing Procedures

All purchases over \$25,000 must include documentation of a good faith effort to secure the lowest possible cost for comparable goods or services. The Executive Director shall not approve purchase orders or check requests lacking such documentation. Documentation shall be attached to all check and purchase order requests showing that at least three vendors were contacted and such documentation shall be maintained for three years. All purchases in excess of \$25,000 must be bid by a board-approved process, except in the case of emergencies that necessitate the purchase of emergency response supplies, equipment, or services.

The Executive Director may authorize expenditures and may sign related contracts within the approved budget. The Governing Board must review all expenditures. This will be done via approval of a check register which lists all checks written during a set period of time and includes check #, payee, date, and amount. The Governing Board must also approve contracts and non-budgeted expenses over \$50,000.

When approving purchases, the Executive Director must:

- a. Determine if the expenditure is budgeted
- b. Determine if funds are currently available for expenditures (i.e. cash flow)
- c. Determine if the expenditure is allowable under the appropriate revenue source
- d. Determine if the expenditure is appropriate and consistent with the vision, approved charter, school policies and procedures, and any related laws or applicable regulations
- e. Determine if the price is competitive and prudent.

Yosemite Valley Charter School Fiscal Policies and Procedures

Any individual making an authorized purchase on behalf of the school must provide Charter Impact with appropriate documentation of the purchase. Individuals other than those specified above are not authorized to make purchases without pre-approval.

Individuals who use personal funds to make unauthorized purchases will not be reimbursed. Authorized purchases will be promptly reimbursed by a bank check upon receipt of appropriate documentation of the purchase.

The Executive Director may authorize an individual to use a school credit card, if the school elects to use a credit card, to make an authorized purchase on behalf of the school, consistent with guidelines provided by the Executive Director and/or Governing Board. The following provisions apply to credit card purchases:

1. The school card will be kept under locked supervision in the Executive Director's office, and authorized individuals must sign the credit card out and must return the credit card and related documentation of all purchases within 24 hours of the purchases, unless otherwise authorized by the Executive Director .
2. If receipts are not available or are "missing", the individual making the charge will be held responsible for payment.
3. Cards will bear the names of both the Schools and the Executive Director.

Purchase Orders

All non-recurring purchases for which the vendor requires the use of a purchase order, which must be approved by the Executive Director.

1. Inspire Charter Services (Provenance) & the Executive Admin Assistant will conduct vendor management on behalf of Yosemite Valley Charter School.
2. Vendor Management will consist of the creation of a PO in Excel format and assignment of PO numbers in sequential order.
3. The numbered PO is then logged into an Excel sheet which lists all issued PO's.
4. The printed PO is then given to the Executive Director for approval and signature.
5. The PO is then scanned and emailed to the vendor or copied and mailed. The original (or copy if original was mailed) is then placed in the Open PO folder.

Payment Authorization

All original invoices will be forwarded to the Executive Director for approval.

1. The Executive Director will carefully review each invoice, attach all supporting documentation (including a PO), and verify that the specified services and/or goods were received. When receiving tangible goods from a vendor, the person designated to receive deliveries should trace the merchandise to the packing list and note any items that were

Yosemite Valley Charter School Fiscal Policies and Procedures

not in the shipment. The packing list should be submitted to Charter Impact with the invoice.

2. Approval from the Executive Director or delegate will be indicated by a signature on an invoice, email, or other electronic documentation process. The invoice and supporting documentation will be sent to Charter Impact on at least a weekly basis (Executive Director should be aware of invoice due dates to avoid late payments). Charter Impact will then process the invoices with sufficient supporting documentation.
3. The Executive Director may authorize Charter Impact to pay recurring expenses (e.g. utilities) without the Executive Director's formal approval (signature) on the invoice when dollar amounts fall within a predetermined range. A list of the vendors and the dollar range for each vendor must be provided to Charter Impact in writing and updated on an annual basis.

Accounts Payable Checks

The Governing Board will approve, in advance, the list of authorized signers on the school account. The Executive Director and any other employee authorized by the Governing Board may sign bank checks within established limitations.

1. Charter Impact does not use pre-printed check stock to avoid the risk of theft.
2. When there is a need to generate a check, the Executive Administrative Assistant will send appropriate approved documentation to Charter Impact. This is usually an approved invoice or Check Request Form.
3. Once approved by the Executive Director, Charter Impact prepares the check based on the check authorization prior to obtaining the appropriate signature(s).
4. Checks may not be written to cash, bearer, or petty cash. Under no circumstance will any individual sign a blank check.
5. Charter Impact will record the check transaction(s) into the appropriate checkbook and in the general ledger.
6. Charter Impact will distribute the checks and vouchers as follows:
 - a. Original – mailed or delivered to payee
 - b. Duplicate or voucher – attached to the invoice and filed by vendor name by a Charter Impact accountant.
 - c. Cancelled Checks – maintained with the banking institution.
 - d. Voided checks will have the signature line cut out and will have VOID written in ink. The original check will be attached to the duplicate and forwarded to Charter Impact who will attach any other related documentation as appropriate.

Yosemite Valley Charter School Fiscal Policies and Procedures

Bank Reconciliations

Charter Impact will maintain view-only online access to School bank accounts. On a monthly basis, Charter Impact will download the monthly bank activity/statement directly from the bank. Once the statement is received:

1. Charter Impact will examine all paid checks for date, name, cancellation, and endorsement. Any discrepancies regarding the paid checks or any checks over 90 days will be researched and if applicable deleted from the accounting system.
2. Charter Impact will prepare the bank reconciliation, verifying the bank statements and facilitating any necessary reconciliation.
3. Charter Impact will compare the reconciled bank balance to the cash in the bank account and to the general ledger, immediately reporting any discrepancies to the Executive Director.

Yosemite Valley Charter School

Fiscal Policies and Procedures

CASH RECEIPT MANAGEMENT

General Procedures for Non-Governmental Cash Receipts

For all fundraising activities approved by the board, the School will establish internal controls to ensure the safeguarding of assets. The following are general procedures for recurring activities:

1. For each fundraising or other event in which cash or checks will be collected, a Volunteer Coordinator will be designated, who will be responsible for collecting and holding all cash and checks for the purpose of the fundraising activity.
 - a. The Volunteer Coordinator will record each transaction in a receipt book at the time the transaction is made, with a copy of the receipt provided to the donor.
 - b. The cash, checks, receipt book, and deposit summary must be given to the school Executive Administrative Assistant by the end of the next school day, who will immediately put the funds in a secure, locked location.
 - c. Both the Volunteer Coordinator and the Executive Administrative Assistant will count the deposit and verify the amount of the funds in writing.
2. Cash/checks dropped off at the school office will be placed directly into a lock box by the person dropping off the cash/checks.
 - a. All funds are deposited into the lock box in a sealed envelope, along with any notes, forms, or other descriptions of how the funds are to be used.
 - b. The Executive Administrative Assistant and one other staff member will jointly open the lock box to verify the cash/check amounts, and sign off on the amounts received.
 - c. The lock box will be emptied at least two times per week, corresponding to days when deposits are made.
3. All checks will be immediately endorsed with the school deposit stamp, containing the following information: "For Deposit Only"
4. A deposit slip will be completed by the Executive Administrative Assistant and initialed by the Executive Director for approval to deposit. The deposit slip will be duplicated and documentation for all receipts (copy of check, letter, etc.) will be attached to the duplicate deposit slip.
5. Deposits totaling greater than \$2,000 will be deposited the next business day by the designated school employee. Deposits totaling less than \$2,000 will be made at least monthly by the designated school employee. All cash will be immediately put into a lock box.
6. The duplicate deposit slip and deposit receipt will be attached to the deposit documentation and forwarded to Charter Impact to be filed and recorded weekly.

Yosemite Valley Charter School Fiscal Policies and Procedures

Volunteer Expenses

All volunteers will submit a purchase requisition form to the Executive Director for all potential expenses. Only items with prior written authorization from the Executive Director will be paid/reimbursed.

Returned Check Policy

A returned-check processing fee will be charged for checks returned as non-sufficient funds (NSF). Unless otherwise pre-approved by Charter Impact or the Executive Director, payment of the NSF check and processing fee must be made by money order or certified check.

In the event that a second NSF check is received for any individual, in addition to the processing fee, the individual will lose check-writing privileges. Payment of the NSF check, the processing fee and any subsequent payment(s) by that individual must be made by money order or certified check.

In the case of NSF checks written by parents of students, failure to pay may result in the withholding of report cards/transcripts at the end of the semester and/or school year until payment is received, unless other mutually agreeable arrangements are approved by the Executive Director and/or Governing Board. If unsuccessful in collecting funds owed, the school may initiate appropriate collection and/or legal action at the discretion of the Executive Director and/or Governing Board.

Yosemite Valley Charter School

Fiscal Policies and Procedures

HUMAN RESOURCES AND PAYROLL

Payroll Services and Setup

Charter Impact prepares payroll checks, tax and retirement withholdings, tax statements, and to perform other payroll support functions. The Executive Director will establish and oversee a system to prepare time and attendance reports and submit payroll check requests. The Executive Director will review payroll statements each pay period to ensure that (1) the salaries are consistent with staff contracts and personnel policies and (2) the proper tax, retirement, disability, and other withholdings have been deducted and forwarded to the appropriate authority. All staff expense reimbursements will be on checks separate from payroll checks.

Upon hiring of staff, the Executive Director will be responsible for the creation of a personnel file will with all appropriate payroll-related documentation and completing or providing all of the items on the Employee Payroll Set-up/Change Form. Items include a federal I-9 form, tax withholding forms, retirement date, and an accounting of the use of sick leave.

Timesheets

All hourly employees will be responsible for completing a timesheet including vacation, sick, and holiday time (if applicable). The employee and the appropriate supervisor will sign the completed timesheet. Incomplete timesheets will be returned to the signatory supervisor and late timesheets will be held until the next pay period. No employee will be paid until a correctly completed timesheet is submitted. If an employee is unexpectedly absent and therefore prevented from working the last day of the pay period or turning in the timesheet (such as an employee calling in sick), the employee is responsible for notifying the signatory supervisor or for making other arrangements for the timesheet to be submitted. However, the employee must still complete and submit the timesheet upon return.

Overtime

Advanced approval in writing by the authorized supervisor is required for compensatory time and overtime. Overtime only applies to classified employees and is defined as hours worked in excess of eight (8) hours within a day or forty (40) hours within a week. Any hours worked in excess of an employee's regular work schedule must be pre-approved by the supervisor, unless it is prompted by an emergency. No overtime will be paid without the approval of the employee's supervisor. Overtime will not be granted on a routine basis and is only reserved for extraordinary or unforeseen circumstances. If a supervisor identifies a recurring need for overtime in any given position, the supervisor should immediately consult with the Executive Director for further guidance.

Yosemite Valley Charter School Fiscal Policies and Procedures

Payroll Processing

For hourly employees, employees must sign timesheets to verify appropriate hours worked, resolve absences and compensations, and monitor number of hours worked versus budgeted. The Executive Director will approve these timesheets. No overtime hours should be listed on timesheets without the supervisor's initials next to the day on which overtime was worked. For salaried employees, employees must sign into a log book to verify working days for accuracy. The Executive Administrative Assistant will provide the designated school employee with any payroll-related information such as sick leave, vacation pay, and/or any other unpaid time.

For substitute teachers, the Executive Administrative Assistant will maintain a log of teacher absences and the respective substitutes that work for them. The Office Manager will verify that the substitutes initial the log next to their names before they leave for the day and that teachers, upon returning back to work, initial next to their names. The Executive Director will notify Charter Impact of all authorizations for approved stipends.

Payroll is processed within 10 days after the period in which it is earned for hourly employees.

1. The signatory supervisor will submit a Payroll Summary Report of timesheets to Charter Impact for processing.
2. Charter Impact will prepare the payroll worksheet based on the summary report.
3. The payroll checks (if applicable) will be delivered to the school. The Executive Director will document receipt of the paychecks and review the payroll checks prior to distribution.

Payroll Taxes and Record Keeping

Charter Impact will prepare payroll check summaries, tax and withholding summaries, and other payroll tracking summaries based on the reporting submitted.

Charter Impact will also prepare the state and federal quarterly and annual payroll tax forms for income tax withholdings, Social Security and Medicare and submit the forms to the respective agencies on behalf of the school. Charter Impact will prepare the quarterly state returns for unemployment and disability, review the forms with the Executive Director, and submit the forms to the state on behalf of the school.

The designated school employee will maintain written records of all full time employees' use of sick leave, vacation pay, and any other unpaid time.

1. The designated school employee will immediately notify the Executive Director if an employee exceeds the accrued sick leave or vacation pay, or has any other unpaid absences.
2. Records will be reconciled when requested by the employee. Each employee must maintain personal contemporaneous records.

Yosemite Valley Charter School Fiscal Policies and Procedures

Expense Reports

Employees will be reimbursed for expenditures within ten (10) business days of presentation of appropriate documentation. Receipts or other appropriate documentation will be required for all expenses over five dollars and all reports must be approved by the Executive Director. Expenses greater than two months old will not be reimbursed.

Executive Director expense reports must be approved by another staff member (one of the other three not receiving the reimbursement) and always be submitted to Charter Impact for processing and payment, petty cash may not be used.

Travel

Employees will be reimbursed for mileage when pre-approved by the Executive Director. Mileage will be reimbursed at the government-mandated rate for the distance traveled, less the distance from the employee's residence to the school site for each direction traveled. For incidental travel, mileage will only be reimbursed if the one-way mileage exceeds 10 miles.

The Executive Director must pre-approve all out of town travel. Employees will be reimbursed for overnight stays at hotels/motels when pre-approved by an administrator and the event is more than 50 miles from either the employee's residence or the school site. Hotel rates should be negotiated at the lowest level possible, including the corporate, nonprofit or government rate if offered, and the lowest rate available. Employees will be reimbursed at the established per diem rate for any breakfast, lunch, or dinner that is not included as part of the related event.

Travel advances require written approval from the Executive Director and receipts for all advanced funds not returned. After the trip, the employee must enter all of the appropriate information on a Travel Expense Report and submit it to the Executive Director for approval and then on to Charter Impact for processing. If the advance exceeds the amount of the receipts, the employee will pay the difference immediately in the form of a check. If the advance is less than the amount of the receipts, the difference will be reimbursed to the employee in accordance with the expense report.

Yosemite Valley Charter School Fiscal Policies and Procedures

FINANCE AND FINANCIAL REPORTING

Monthly Reporting

Charter Impact will submit a monthly financial report including:

- a. Statement of Financial Position
- b. Budget vs. Actual Report
- c. Monthly Forecast
- d. Accounts Payable Aging
- e. Monthly Check Register

The report will be reviewed at the scheduled board meeting and action will be taken, if appropriate.

Third Party Loans

The Executive Director and the Board will approve all loans from third parties. In the case of a long-term loan, approval may also be required from the charter-granting agency in accordance with the terms of the charter petition and/or other lenders in accordance with the loan documents.

Once approved, a promissory note will be prepared and signed by the Executive Director before funds are borrowed.

Fund Balance Reserve

A fund balance reserve will be maintained in compliance with 5 CCR § 15450. Charter Impact will provide the Executive Director with a Statement of Financial Position on a monthly basis. It is the responsibility of the Executive Director and the Governing Board to understand the school's financial situation. It is the responsibility of the Executive Director to prioritize payments as needed. The Executive Director has responsibility for all operations and activities related to financial management.

MEMORANDUM OF
UNDERSTANDING BETWEEN
WESTSIDE SCHOOL
WESTSIDE ELEMENTARY
SCHOOL DISTRICT AND
YOSEMITE VALLEY CHARTER SCHOOL

This Agreement ("Memorandum of Understanding or "MOU") is executed by and between the Board of Trustees of the Westside Elementary School District (hereinafter referred to as the "District") and Yosemite Valley Charter School, (collectively, "the Parties").

RECITAL:

- A. The Westside Elementary School District is a school existing under the laws of the State of California.
- B. The Yosemite Valley Charter School in cooperation with members of the community have developed and submitted a petition to establish a Yosemite Valley Charter school which is referred to as the Yosemite Valley Charter School.
- C. The state of California has enacted the Charter Schools Act of 1992 (the "Act"), [Education Code 47600. et seq.] which authorizes the formation of Yosemite Valley Charter schools for the purpose, among others, of developing new, innovative and more flexible ways of educating children within the public school system. Neither the Yosemite Valley Charter School nor the Westside Elementary School District intends by entering into this Agreement to waive any of the rights, responsibilities, and privileges established by the Act.
- D. This Agreement is intended to outline the parties' agreements governing their respective fiscal and administrative responsibilities and their legal relationship and other matters of mutual interest not otherwise addressed or resolved in the terms of the Yosemite Valley Charter.
- E. The Westside Elementary School District desires to work together with the Yosemite Valley Charter School in a cooperative effort to structure a successful school that provides maximum educational benefit to the students, as well as to assist the Yosemite Valley Charter School with the State mandated testing program. It is the desire of both the Westside Elementary School District and the Yosemite Valley Charter School that the Yosemite Valley Charter School remain accountable to the Westside Elementary School District and subject to the ultimate authority of the Board of Trustees as required by state law and further outlined herein, but that the Westside Elementary School District should grant the Yosemite Valley Charter School substantial flexibility to achieve successful results in new and innovative ways.

- F. The Yosemite Valley Charter School is open to all students and will not discriminate against any pupil on the basis of the characteristics listed in Section 220 (actual or perceived disability, gender, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code or association with an individual who has any of the aforementioned characteristics).

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein set forth, the Yosemite Valley Charter School and the Westside Elementary School District do hereby agree as follows:

AGREEMENTS:

I. TERMS AND RENEWAL

- A. The Agreement is subject to termination during the term of the Yosemite Valley Charter or any renewal as specified by law or as otherwise set forth in this Agreement. The Westside Elementary School District Board approved a 5 year Yosemite Valley Charter term, from July of 2020.
- B. Any modification of this Agreement must be in writing and executed by the duly authorized representatives of both parties specifically indicating the intent of the parties to modify this MOU.
 - 1. The duly authorized representatives of the Yosemite Valley Charter School are the Executive Director and the President of the Board of Directors of Yosemite Valley Yosemite Valley Charter.
 - 2. The duly authorized representatives of the Westside Elementary School District are the Westside Elementary School District Board of Trustees and Superintendent or designee approved by the Westside Elementary School District Board for Westside Elementary School District. For purposes of material revision of the Yosemite Valley Charter, the Westside Elementary School District Board is required to take action. Yosemite Valley Charter renewal was board approved on May 26, 2020.
 - 3. The term of the Agreement is for the term of the Yosemite Valley Charter. However, the parties agree to review this Agreement annually. By February 1, of the then current year beginning in the year 2021, both parties will present proposed revisions to the MOU. If there is no agreement by March 30 of the current year then the existing MOU will continue in effect until mutually modified except that the MOU shall expire upon the expiration or revocation of the Yosemite Valley Charter term. The Yosemite Valley Charter School may submit its Yosemite Valley Charter for renewal at any time during the term of the Yosemite Valley Charter but no later than 120 days prior to expiration.

4. The Westside Elementary School District reserves the right of approving material revisions and/or revoking the Yosemite Valley Charter School Yosemite Valley Charter as specified in the Education Code.

II. DESIGNATION OF SCHOOL

- A. The Executive Director of the Yosemite Valley Charter School and the Board of Directors shall be responsible for all functions of the Yosemite Valley Charter School subject to the terms and conditions set forth in this Agreement and its Charter.
- B. Grade Levels: It is recognized that the Yosemite Valley Charter School will serve grades K-12. On an annual basis if requested by the Westside Elementary School District, the Yosemite Valley Charter School shall provide notice to the Westside Elementary School District of the estimated maximum enrollment plans and anticipated grade level offerings for the following school year.
- C. The Yosemite Valley Charter School shall implement an appropriate audit trail clearly tracking student work evaluated for credit and attendance.
- D. The Yosemite Valley Charter School agrees that it will not allow students to "bank" advance work in order to obtain attendance credit.
- E. Student files shall contain appropriate and clear documentation of completion of course of study, passing of proficiency exams, completion of credits and graduation.

III. PROGRAMMATIC AUDIT

At the request of the District, the Yosemite Valley Charter School Director or designee will compile and provide to the Westside Elementary School District an annual performance audit in accordance with its Yosemite Valley Charter.

IV. FUNDING

- A. To the extent that the Yosemite Valley Charter School is required to submit records or information to the Westside Elementary School District or to the Fresno County Office of Education in order to confirm funding, those records must be prepared by the Yosemite Valley Charter School as per state requirements.
- B. In addition to the block grant funding specified below, the parties recognize the authority of the Yosemite Valley Charter School to pursue additional sources of funding.
 1. When the Westside Elementary School District applies for additional sources

of funding in the form of grants and/or categorical funding at the request of and for the benefits of the Yosemite Valley Charter School, the Westside Elementary School District will receive 1% of such funds to be allocated to the Yosemite Valley Charter School as an indirect charge or as otherwise mandated by the grant or funding program. Funds shall be allocated to the Yosemite Valley Charter School on a prorated basis related to the formula that generates the funds. For example, if funds are generated on a per eligible student basis minus the administration fee (indirect charge fee) charged by the District.

2. In addition to the supervisory oversight responsibilities and the oversight fee described below, the Westside Elementary School District shall also provide the Yosemite Valley Charter School with the following services and Yosemite Valley Charter School shall compensate the Westside Elementary School District as follows:

Description of Service	Description of How Fee Shall Be Calculated
STRS, Reporting (if applicable)	Actual Costs (Education Code Section 47611.3)
<p>Use of the Mobile Lending Library Service, use of on-line reference materials, and use of other curriculum and equipment as set forth in an agreement to be negotiated between the parties. In-service training for the Yosemite Valley Charter School staff in the same manner as provided to staff of the Westside Elementary School District (e.g. sexual harassment training, curriculum development, student discipline, etc.) Upon request the Westside Elementary School District Superintendent or designees shall also act as a consultant to the Yosemite Valley Charter School in matters related to the operation of the Yosemite Valley Charter School. At the discretion of the Superintendent, the Superintendent may seek advice of legal counsel and other consultants in providing direction to the Yosemite Valley Charter School. The Westside Elementary School District shall also monitor periodically review Yosemite Valley Charter School staff fingerprinting and background clearances; TB testing requirements, and staff credentialing</p>	<p>1.5% of the revenue of the Yosemite Valley Charter school. For this purpose revenue is defined as the general purpose entitlement as defined in subdivisions (a) and (b) of Section 47632. The timing of payment for these services will be agreed upon by both parties by written agreement to be incorporated herein.</p>

<p>requirements. At the discretion of the Superintendent, use of Westside Elementary School classrooms after hours during the year for training and staff professional development.</p>	
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3. The Yosemite Valley Charter School shall retain the authority to contract with third parties for any services required to operate the Yosemite Valley Charter in the accordance with the law, this MOU, and the approved Yosemite Valley Charter.
 4. Additional services may be contracted by the Yosemite Valley Charter School from the Westside Elementary School District if available pursuant to a separate written agreement between the Parties.
 5. The Yosemite Valley Charter School shall cooperate fully with the Westside Elementary School District in applications made by the Westside Elementary School District on behalf of the students of the Yosemite Valley Charter School.
 6. The Yosemite Valley Charter School agrees to comply with all regulations related to expenditures and receipt of such funds.
 7. The parties agree that the funding entitlement per student attending the Yosemite Valley Charter School shall be the in lieu property taxes on an annual basis plus state aid in the amount of the block grant entitlement specified by the State. The transfer of revenue shall be in accordance with the funding formula and schedule found in the Education Code and regulatory provisions of AB1115.
 8. The Yosemite Valley Charter School is also entitled to lottery funds, a variety of state and federal application based programs, as well as various grant opportunities. Except as otherwise noted in this agreement it shall be the responsibility of the Yosemite Valley Charter School to apply as necessary for this funding that is beyond the basic statutory entitlement
- C. Revenue Transfers: Actual receipt of revenue to the Yosemite Valley Charter School from in lieu property taxes shall be in accordance with Education Code Section 47635.
- D. The Yosemite Valley Charter School agrees that all revenue obtained from the Westside Elementary School District shall only be used for the provision of educational services for school age children enrolled in and attending the Yosemite Valley Charter School or for items allowed by California state law.

V. LEGAL RELATIONSHIP

- A. The Parties recognize that the Yosemite Valley Charter School is part of a separate incorporated legal entity. Therefore, under Education Code Section 47604, the Westside Elementary School District shall not be liable for the debts and obligations of the Yosemite Valley Charter School or for claims arising from the performance of acts, errors, or omissions by the Yosemite Valley Charter School if the Westside Elementary School District has complied with all oversight responsibilities required by law, including, but not limited to, those required by Section 47604.32 and subdivision (m) of Section 47605.
- B. The Yosemite Valley Charter School is operating as a non-profit public benefit corporation. The Yosemite Valley Charter School adopted bylaws and became fully organized on 09/01/2016.
- C. The Parties agree and understand that all employees of the Yosemite Valley Charter School shall be employees **exclusively** of the Yosemite Valley Charter School and that it shall be the exclusive public school employer for the purposes of collective bargaining as provided in Education Code Section 47605(b)(5)(0).
- D. With respect to its operations under this Agreement, the Yosemite Valley Charter School shall, to the fullest extent permitted by law, hold harmless, indemnify, and defend the District, its officers, directors and employees from and against any and all claims, demands, actions, suits, losses arising out of injury to any person, including death or damage to any property caused by, connected with, or attributable to the willful misconduct, negligent acts, errors or omissions of the Yosemite Valley Charter School or its officers, employees, agents and consultants under this Agreement, excepting only those claims, demands, citations suits, losses, liability expenses and costs caused by the ~~sole~~ negligence or willful misconduct of the District, its officers, directors and employees. The Westside Elementary School District shall be named as an additional insured under all insurance carried on behalf of Yosemite Valley Charter School.
- E. With respect to its operations under this Agreement, the Westside Elementary School District shall, to the fullest extent permitted by law, hold harmless, indemnify, and defend the Yosemite Valley Charter School, its officers, directors and employees from and against any and all claims, demands, actions, suits, losses arising out of injury to any person, including death or damage to any property caused by, connected with, or attributable to the willful misconduct, negligent acts, errors or omissions of the Westside Elementary School District or its officers, employees, agents and consultants under this Agreement, excepting only those claims, demands, citations suits, losses, liability expenses and costs caused by the ~~sole~~ negligence or willful misconduct of the Yosemite Valley Charter School, its officers, directors and employees.
- F. Any complaints/concerns received by the Westside Elementary School District about any aspect of the operation of the Yosemite Valley Charter School or about the Yosemite Valley Charter School shall be forwarded by the Westside Elementary

School District to the Yosemite Valley Charter School in a timely manner.

- G. As under Education Code Section 47604(b), the Westside Elementary School District Board is entitled to a single representative on the Yosemite Valley Charter School's board.

VI. FISCAL RELATIONSHIPS

- A. The Westside Elementary School District and the Yosemite Valley Charter School agree that the Westside Elementary School District shall not act as fiscal agent for the Yosemite Valley Charter School. It is understood that Yosemite Valley Charter School shall be responsible for all fiscal services such as payroll, purchase orders, attendance reporting and state budget forms but may contract with the Westside Elementary School District for services by way of a separate written agreement. The provision of such services shall be at no cost to the District.
 - 1. To the extent that the Westside Elementary School District is required to submit financial forms on behalf of the Yosemite Valley Charter School, the Yosemite Valley Charter School is responsible for providing the necessary information to the Westside Elementary School District in a timely manner. The Westside Elementary School District agrees that it will sign all relevant State forms as required by the CDE or other government entities in accordance with the timelines set forth by the State. The Westside Elementary School District will appoint alternate signees for such forms in the absence of the Superintendent.
- B. **AVERAGE DAILY ATTENDANCE:** The Yosemite Valley Charter School will be responsible for its daily and monthly attendance accounting. The Yosemite Valley Charter School will submit the attendance reports in accordance with the County format and State law and regulations to the District.
- C. **ANNUAL AUDIT:** The Yosemite Valley Charter School shall be responsible for having an annual independent fiscal audit done of the entire Yosemite Valley Charter School operation and in accordance with its Yosemite Valley Charter and all applicable laws. This audit shall include all Yosemite Valley Charter School funds including, but not limited to, funds received as donations or grants.
- D. **BONDS:** In the event that the Westside Elementary School District seeks and receives a voter approval bond, parcel taxes etc., the Yosemite Valley Charter School shall have no entitlement to any portion of the funds unless otherwise negotiated in advance or unless otherwise required by law. Both parties recognize that the parties should meet in advance of any action by the Westside Elementary School District to pursue such measures so to advise the Yosemite Valley Charter School and to determine the positions of the parties. The Yosemite Valley Charter School agrees that it has no entitlement to funds currently being received, if any, by the Westside Elementary School District under former parcel tax or bond

elections.

- E. **LOANS:** The Yosemite Valley Charter School agrees that it shall establish a fiscal plan for repayment of any loans received by the Yosemite Valley Charter School. It is agreed that all loans sought by the Yosemite Valley Charter School shall be authorized in advance by the Yosemite Valley Charter School and shall be the sole responsibility of the Yosemite Valley Charter School, and Westside Elementary School District shall have no obligation for repayment.
- F. **CASH FLOW:** Absent an agreement otherwise, the Westside Elementary School District shall not advance any funds to the Yosemite Valley Charter School. In addition, the Westside Elementary School District shall not act or provide a line of credit for the Yosemite Valley Charter School. The Yosemite Valley Charter School may use outside financial institutions that provide cash flow assistance to Yosemite Valley Charter schools provided the Yosemite Valley Charter School Board approves such transactions.
- G. **RESERVES:** The Yosemite Valley Charter School shall seek to maintain a minimum of 3% in reserves of total expenditures of both the restricted and unrestricted general funds for the year. Lack of such reserves however shall not constitute fiscal mismanagement or failure to comply with generally accepted accounting principles as used in Education Code Section 47607 or by itself make the Yosemite Valley Charter School not fiscally viable; however the Yosemite Valley Charter School Board will develop a plan to replenish reserves as soon as reasonably possible.
- H. **SERVICES:** To the extent that the Yosemite Valley Charter School wishes to contract with the Westside Elementary School District for any services, a prior written contract with the Westside Elementary School District shall be required.
- I. **PRIVATE / GRANT FUNDING:** It is recognized that either party may apply for private/grant funding. Any application that includes the other shall be approved in advance by both parties.

VII. FISCAL CONTROLS

- A. Policies and Procedures: The Yosemite Valley Charter School shall adopt and meet generally accepted accounting principles and shall adopt policies to ensure the Yosemite Valley Charter School's funds are used to most effectively support the Yosemite Valley Charter School's mission and to ensure that funds are budgeted, accounted for, expended and maintained in an appropriate fashion.
- B. Independent Audit: The Yosemite Valley Charter School shall retain an independent auditor from the list of education auditors published by the California

State Controller to conduct an annual independent audit, in accordance with Education Code Section 47605(m). If the Westside Elementary School District has concerns with regard to the Yosemite Valley Charter School's compliance with any law covered within the scope of the annual audit, the Westside Elementary School District agrees to meet with the Yosemite Valley Charter School and the independent auditor prior to conducting its own audit, or prior to issuing a notice to cure pursuant to Education Code Section 47607(c). Should the Westside Elementary School District seek its own audit of the Yosemite Valley Charter School as part of its supervisory oversight, the District's costs shall only be reimbursed by the Yosemite Valley Charter School as part of its annual payment of "actual costs" of Westside Elementary School District oversight up to 1.5% of Yosemite Valley Charter School revenue as defined below and by Education Code Section 47613(f).

- C. Banking Arrangements: The Yosemite Valley Charter School shall maintain an account at a federally insured commercial bank or credit union. The Yosemite Valley Charter School will deposit all funds received as soon as practical upon receipt. A petty cash fund not to exceed \$500.00 may be established with an appropriate ledger to be reconciled monthly by the school secretary, who shall not be authorized to expend petty cash.
- D. Property Inventory. The Executive Director shall establish and maintain an inventory of all non-consumable goods and equipment over \$500.00.
- E. Payroll Service. The Yosemite Valley Charter School may contract with the District, or County Office of Education or reputable, bonded, and insured payroll contractor to prepare payroll checks, tax and retirement withholdings, tax statements and to perform other payroll support functions. Charter Impact and the CFO or designee will establish and oversee a system to prepare time and attendance reports and submit payroll check requests. The CFO or designee will review payroll statements monthly to ensure that (1) the salaries are consistent with staff contracts and personnel policies. And (2) the correct tax, retirement, disability, and other withholding have been deducted and forwarded to the appropriate authority. Upon hiring, a personnel file will be established with all appropriate payroll-related documentation including a federal I-9 form, tax withholding forms, retirement data and use of sick leave.
- F. Attendance Accounting. The Executive Director or appointed staff member will establish and maintain an appropriate attendance accounting system to record the number of days students are actually in attendance at the School and engaged in activities required of them by the school. The annual audit will review actual attendance accounting records and practices to ensure compliance. The attendance accounting practices will be in conformance with the Yosemite Valley Charter School Act and the California Code of Regulations sections defining Yosemite

Valley Charter school average daily attendance.

- G. Annual Financial Audit. As described above, the Yosemite Valley Charter School shall annually contract for the services of an independent certified public accountant to perform an annual fiscal audit. The audit shall be in accordance with the K12 Audit Guide as applicable to Yosemite Valley Charter schools and published by the State Controller to include, but not be limited to, (1) an audit of the accuracy of the School's financial statements, (2) an audit of the School's attendance accounting and revenue claims, practices, and (3) an audit of the school's internal control practices. The audit shall be completed by Dec 15th (per State requirements) and its results shall be reviewed and forwarded to all parties required by Education Code Section 47605(m).

- H. Directors and Officers Liability Insurance: The Directors and Officers Liability Insurance, including Employment Practices Liability insurance, shall be obtained and kept in force at all times with a self-insured retention of no more than \$50, 000 per occurrence and a limit of no less than \$100,000 per occurrence.

VIII. SPECIAL EDUCATION SERVICES/504

- A. The Yosemite Valley Charter School is committed to promptly becoming an LEA and joining a special education local plan area ("SELPA") in accordance with Education Code Section 47641 (a).
 - 1. IDEA. The Yosemite Valley Charter School shall be responsible for compliance with the Individuals with Disabilities in Education Act ("IDEA") and State special education laws, in regard to both the provision and financing of placement and services for students enrolled at the Yosemite Valley Charter School.
 - 2. Program, Policies and Procedures. Yosemite Valley Charter School shall develop, adopt, and comply with policies and procedures, satisfactory to the District, regarding the identification, assessment, placement and provision of services to students with disabilities. The Yosemite Valley Charter School's program, policies and procedures shall comply with El Dorado County Yosemite Valley Charter SELPA policies and all applicable State and federal laws.
 - 3. FAPE. Yosemite Valley Charter School shall ensure that a free appropriate public education ("FAPE") will be provided for all children with disabilities eligible for special education under the IDEA and enrolled in Yosemite Valley Charter School, in accordance with State and federal legal mandates. The Yosemite Valley Charter School will ensure that an individual education program ("IEP") is developed for each student enrolled in the Yosemite Valley Charter School and eligible therefore, in accordance with State and federal legal mandates and SELPA policies. A full continuum of special education programs and related services shall be provided by Yosemite Valley Charter School as required by State and federal law and students' respective IEPs.

4. Expertise and Responsibility of Yosemite Valley Charter School. Yosemite Valley Charter School shall employ credentialed employees or contract with qualified third-party service providers who shall be familiar with and accept responsibility for, and provide services for:
 - i. Child Find
 - ii. Interim Programs
 - iii. Referral
 - iv. Assessment
 - v. Placement
 - vi. Special Education Instruction
 - vii. Related Services
 - viii. Due process
 - ix. Discipline/manifestation determination
 - x. Transportation for Yosemite Valley Charter School students to the extent required by their IEPs
5. Costs. Yosemite Valley Charter School shall be fully responsible for the costs of providing legally appropriate special education and related services to Yosemite Valley Charter School students. These costs include, but are not limited to, assessment, IEP meetings, placement and related services.
6. Coordination with District. Yosemite Valley Charter School agrees to cooperate with Westside Elementary School District and SELPA staff in ensuring that students with disabilities enrolled at the Yosemite Valley Charter School are served in accordance with the SELPA Local Plan. Yosemite Valley Charter School shall submit to the Westside Elementary School District all required reports in order to comply with the SELPA and State requirements.
7. Yosemite Valley Charter School, in cooperation with the District, shall document that all State and federal special education funds are used for the sole purpose of providing special education instruction and/or services to identified students with disabilities.
8. Upon request by the District, Yosemite Valley Charter School shall provide the Westside Elementary School District with any required reports concerning special education students, including annual and tri-annual IEP meeting notices, IEPs, evaluation plans and assessment reports, discipline data, alternative assessment and other reports.
9. Yosemite Valley Charter School shall bear all financial responsibility and shall procure and provide its own legal representation for such due process proceeding and / or complaints. If named as a party, the Westside Elementary School District shall have the right to provide its own legal defense and / or representation, with counsel of the Westside Elementary School District choosing the cost of such shall be borne initially by the District, but the Westside Elementary School District will be entitled to reimbursement by the Yosemite Valley Charter School of all costs and fees in accordance with the indemnification provision described herein in paragraph VIII.I.17

10. The Parties agree that the Yosemite Valley Charter School shall not place a student in a program of the District, and the Westside Elementary School District shall not place a student in the Yosemite Valley Charter School, through the IEP process without the prior involvement and written consent of the other party.
11. The Yosemite Valley Charter School acknowledges that unless otherwise required by law, under the IDEA, a child shall not be determined to be a child with a disability eligible for Special Education if the determinant factor for such determination is: (a) lack of appropriate instruction in reading, including in the essential components of reading instruction as referenced in the IDEA; (b) lack of instruction in math; or (c) limited English proficiency. (20 U.S.C. § 1414, subd. (b)(5)(A-C).)
12. The Yosemite Valley Charter School agrees to implement a process to monitor and guide referrals of general education students for Special Education assessment and services. The Yosemite Valley Charter School agrees to implement an SST process, a regular education function that may include collaboration with special education supports and services, to monitor and guide referrals of general education students for Special Education assessment and services. The Yosemite Valley Charter School agrees that the process and any interventions prior to referrals for Special Education services shall be the sole responsibility of the Yosemite Valley Charter School.
13. The Yosemite Valley Charter School will ensure that its student discipline procedures for suspension and expulsion of students with disabilities are in full compliance with State and Federal law and the Yosemite Valley Charter School shall be solely responsible for such compliance.
14. The Yosemite Valley Charter School will ensure that it receives a written revocation of consent from an eligible Yosemite Valley Charter School student's parent or guardian if, at any time subsequent to the initial provision of Special Education and related services to the student, the parent or guardian of that student wishes to withdraw their child from special education. Such revocation of consent for the continued provision of Special Education and related services must be in writing.
15. The Yosemite Valley Charter School shall not discriminate against students with disabilities and no student shall be denied admission due to their disability. Special Education services will be offered at the Yosemite Valley Charter School or elsewhere based upon each student's IEP with due consideration of provision of such services in the least restrictive environment. The Yosemite Valley Charter School *will* establish, as part of its enrollment process, a practice of fully informing parents/guardians about the nature of the educational program offered at the Yosemite Valley Charter School prior to enrolling a student with an IEP, the Yosemite Valley Charter School will review with the student's parent/guardian the student's IEP and how the Yosemite Valley Charter School might be able to provide the educational and related services described in the IEP. The Yosemite Valley Charter School shall not deny enrollment to any student on the basis of the availability of Special Education and related services at the Yosemite Valley Charter School.

16. The Yosemite Valley Charter School shall indemnify, defend upon request, and hold harmless the Westside Elementary School District from and against any and all liability, costs, complaints and claims arising from acts or omissions of Yosemite Valley Charter School, its officers, employees or agents, related to the provision of Special Education services to students enrolled in the Yosemite Valley Charter School. This indemnification shall include the legal defense of the District, its officials, employees and agents in Special Education due process proceedings and/or complaints to State or federal agencies filed by or related to a student who is/was enrolled in the Yosemite Valley Charter School and not enrolled in the Westside Elementary School District during the time period covered in the complaint. Yosemite Valley Charter School shall also indemnify Westside Elementary School District against any damages, including compensatory damages and attorneys' fees and costs, which may be awarded to a student and/or their parents, or agreed to by the Yosemite Valley Charter School, for Yosemite Valley Charter School's failure to comply with procedures or provide appropriate and/or compliant Special Education services. This indemnification excludes any action, complaint, damages, or liability of the Westside Elementary School District based solely upon conduct of the Westside Elementary School District or those involving periods of time during which the student(s) is/was enrolled in a Westside Elementary School District school and not at the Yosemite Valley Charter School. The indemnification further excludes cases where a court of competent jurisdiction has determined any found liability was based solely and exclusively upon acts or omissions of the Westside Elementary School District or its personnel which were not otherwise obligations of or caused by the Yosemite Valley Charter School or its personnel. Yosemite Valley Charter School agrees to obtain insurance coverage related to the provision of special education and shall name the Westside Elementary School District as an additional insured.

B. Special Education Services with regard to the Yosemite Valley Charter School being its own LEA and is part of the El Dorado Charter SELPA.

1. Pursuant to Education Code section 47641, subdivision (a), the Yosemite Valley Charter School is deemed an independent LEA and member of a SELPA for purposes of compliance with federal and state special education laws. Accordingly, the Yosemite Valley Charter School shall be solely responsible for all aspects of compliance with State and Federal special education laws, including but not limited to the Individuals with Disabilities Education Improvement Act, ("IDEA") 20 U.S.C. §§ 1400 et seq., and implementing regulations and Education Code §§ 56000 et seq. and implementing regulations. The Yosemite Valley Charter School shall be solely responsible for all aspects of its special education program, including but not limited to child find, referral and identification of eligible students with disabilities, provision of appropriate placements and related services to eligible students, compliance with all procedural requirements and protections available to eligible students pursuant to Federal and State law, and management of special education funding and personnel. The Westside Elementary School District shall not have any responsibility to provide special education services and/or funding to the students of the Yosemite Valley Charter School and shall be indemnified by the Yosemite Valley Charter School.

2. The Yosemite Valley Charter School will adhere to the provisions of the IDEA and State special education laws to assure that all students with disabilities are provided a free,

appropriate public education. The Yosemite Valley Charter School will also ensure that it does not discriminate based on disability in the enrollment of students in the Yosemite Valley Charter School.

3. The Yosemite Valley Charter School will develop, maintain and review assessments and IEPs in the format required by the SELPA and will maintain special education records in accordance with mandatory interim pupil record maintenance requirements. The Yosemite Valley Charter School will develop Individual Transition Plans to help students with disabilities, ages 14 and older, in transitioning to adult living.
4. The Yosemite Valley Charter School will comply with *all* forms, policies and procedures of the SELPA. The Yosemite Valley Charter School will operate its Special Education program under the SELPA's oversight and management.
5. In the event that the Yosemite Valley Charter School loses its status as an independent LEA member of the SELPA for any reason, the Yosemite Valley Charter School shall be deemed to have materially violated the terms and conditions of its Yosemite Valley Charter within the meaning of Education Code section 47607(c) (l). In such case, the Westside Elementary School District may revoke the Yosemite Valley Charter.
6. In the event the Yosemite Valley Charter School is unable to provide an appropriate placement or services for an eligible student with special needs, the Yosemite Valley Charter School will contact its SELPA to discuss placement and service alternatives. Yosemite Valley Charter School IEP teams will ensure participation of Westside Elementary School District special education representatives at an IEP team meeting for any student who resides within the Westside Elementary School District boundaries whenever it is anticipated that special education programs outside the Yosemite Valley Charter School, including but not limited to placement at a Westside Elementary School District school or at a non- public or private school, will be considered, the Yosemite Valley Charter School will be fully and solely responsible for the quality of the program and for any and all costs incurred for such a placement. The Yosemite Valley Charter School will also maintain responsibility for monitoring progress toward IEP goals for the student with special needs.
7. The Yosemite Valley Charter School will ensure that its student discipline procedures for suspension and expulsion of students with disabilities are in full compliance with State and Federal law and the Yosemite Valley Charter School shall be solely responsible for such compliance. The Yosemite Valley Charter School shall notify its SELPA Director in writing whenever the Yosemite Valley Charter School intends to recommend for expulsion a student currently receiving Special Education, or for whom the Yosemite Valley Charter School has a basis of knowledge may be eligible for special education. The Yosemite Valley Charter School shall comply and cooperate with directions from the SELPA for considering any disciplinary action against such student. The Yosemite Valley Charter School shall notify the SELPA in writing of all suspensions of students eligible for Special Education. The Yosemite Valley Charter School shall notify the District's Director of Special Education whenever it is considering suspension or expulsion of a special education student who resides within Westside Elementary School District boundaries.

C. Section 504 of the Rehabilitation Act of 1973

1. The Yosemite Valley Charter School shall be solely responsible for its compliance within Section 504 of the Rehabilitation Act of 1973 ("Section 504"). The Yosemite Valley Charter School recognizes its sole legal responsibility to ensure that no qualified person with a disability shall, on the basis of the disability, be excluded from participation, be denied the benefits of, or otherwise be subjected to discrimination under any program of the Yosemite Valley Charter School. Any student who has an objectively identified disability which substantially limits a major life activity such as learning is eligible for accommodation by the Yosemite Valley Charter School.
2. The Yosemite Valley Charter School shall adopt a Section 504 policy, procedure and forms.
3. By September 1 of each year, the Yosemite Valley Charter School shall designate a Yosemite Valley Charter School employee responsible for Section 504 compliance and notify the District's Director of Pupil Services in writing of the responsible individual.
4. In the case of pending student discipline of an eligible student who receives Section 504 accommodations, the Yosemite Valley Charter School will ensure that its student discipline procedures for suspension and expulsion of students with disabilities are in full compliance with State and Federal law and the Yosemite Valley Charter School shall be solely responsible for such compliance.

IX. HUMAN RESOURCES MANAGEMENT

All employees of the Yosemite Valley Charter School are solely the employees of the Yosemite Valley Charter School and its Non-profit corporation. As such, the Yosemite Valley Charter School shall have the sole responsibility for employment, management, dismissal and discipline of its employees.

A. The Yosemite Valley Charter School will conform to the laws regarding background checks and fingerprinting and credentialing. The Yosemite Valley Charter School will comply with State and Federal Laws concerning the hiring teachers that will provide direct instruction.

B. If the Yosemite Valley Charter School decides to offer existing or new employees of the Yosemite Valley Charter School the opportunity to participate in STRS, the Yosemite Valley Charter School shall be responsible for making these arrangements through the County Office of Education, CDE, or Westside Elementary School District as applicable. Pursuant to Education Code Section 47611.3, the Westside Elementary School District or County as applicable shall create any reports necessary required by STRS and submit such reports on behalf of the Yosemite Valley Charter School. The Yosemite Valley Charter School shall reimburse the applicable entity for the actual costs of creating and submitting

such reports.

X. FACILITIES

- A. The Yosemite Valley Charter School will operate no resource centers. It may operate an office for purely administrative purposes.

XI. EVALUATION OF EDUCATIONAL PROGRAMS/CONFORMANCE TO YOSEMITE VALLEY CHARTER

- A. Oversight monitoring of the Yosemite Valley Charter School shall be in conformance with District Board policy and the terms of the approved Yosemite Valley Charter. At the District's request, the Yosemite Valley Charter School and Westside Elementary School District personnel shall meet quarterly to discuss areas of concern. At the Yosemite Valley Charter School's request, the Yosemite Valley Charter School and Westside Elementary School District personnel shall meet within ten (10) days' notice by the Westside Elementary School District. In addition, at the District's request, the Yosemite Valley Charter School shall furnish the Westside Elementary School District with an annual report and evaluation of its educational program as further outlined herein.
- B. The Yosemite Valley Charter School agrees to administer the current statewide mandated performance assessments including the CAASP/SBAC. Results of such statewide assessments shall be provided to the Westside Elementary School District within 30 days of receipt by the Yosemite Valley Charter School.
- C. The Yosemite Valley Charter School's Board of Directors shall be responsible for operating the Yosemite Valley Charter School in conformance with the provisions of the approved Yosemite Valley Charter and this MOU. It is agreed that the availability of instructional materials is critical to the learning process, including, but not limited to, textbooks and other materials that supplement the delivery of a solid core curriculum. The Yosemite Valley Charter School recognizes that these instructional materials must be in adequate supply.
- D. The Westside Elementary School District recognizes that the Yosemite Valley Charter School (as a public school) is required to serve the needs of all levels of students, and may develop unique programs and tailored instruction during the term of the Yosemite Valley Charter (i.e. ~~GATE~~-advanced learner programs) to meet such students' needs. Both parties agree that new educational programs or offerings designed to meet the changing academic needs are not a material change to the Yosemite Valley Charter and

are required to serve students. Furthermore, changes to the content or delivery of educational programs described in the Yosemite Valley Charter in order to meet the needs of students shall not constitute a material violation of the conditions standards, or procedures set forth in the Yosemite Valley Charter. In determining whether the Yosemite Valley Charter is meeting the educational needs of students, internal STAR 360, API scores, and other progress Indicators, shall carry the largest weight. Additionally, the schools state testing performance in comparison with similar schools serving similar populations shall carry the largest weight in determining whether the school is meeting the terms of Yosemite Valley Charter with regards to educational achievement.

- E. The Westside Elementary School District has the right to reasonable requests for information from the Yosemite Valley Charter School as part of its oversight responsibilities, and both parties agree such requests for information will be in writing and made only by those persons the Westside Elementary School District authorize in writing. The Westside Elementary School District has the right to reasonable requests for information from the Yosemite Valley Charter School as part of its oversight responsibilities, and both parties agree such requests for information will be in writing and made only by those persons the Westside Elementary School District authorize in writing to request and submit such requests. Timelines for such requests will be 30 days unless the request is to meet State or County deadlines or unless otherwise agreed upon in writing.

XII. SPECIAL PROGRAM/SERVICES

In the event that either party to this agreement wishes to have its staff and or faculty participate in a program offered by the other, advanced approval and arrangements must be made. It is fully recognized that expenses for such events are negotiable at the time of the event and may be charged in order that participation be agreed upon. Such arrangements must be made with the appropriate site administrator or Westside Elementary School District personnel in advance and confirmed in writing.

XIII. YOSEMITE VALLEY CHARTER SCHOOL POLICIES AND PROCEDURES

- A. The Yosemite Valley Charter School shall maintain **and develop an extension safety plan which include timely response to an emergency such as COVID-19 following all local and state CDC required guidelines. All safety protocol including** a blood borne pathogen exposure plan, a prescription medication plan, a site security plan, all personnel and mandated reporting requirements and a disaster preparedness plan **will be revised, reviewed and implemented each year.** Such information shall be provided in all staff desks at each

site and provided to the Westside Elementary School District when revised.

- B. The Yosemite Valley Charter School shall maintain an anti-nepotism policy, which shall be provided to the District.
- C. The Yosemite Valley Charter School shall maintain a conflicts of interest policy, which shall be provided to the District. This policy shall reflect compliance of the governance structure of the Yosemite Valley Charter School with applicable provisions of the California Corporations Code, Government Code, and Education Code.

XIV. STUDENT RECORDS

- A. The Westside Elementary School District hereby designates employees of the Yosemite Valley Charter School as having a legitimate educational interest such that they are entitled to access to enrolled students' educational records under 20 U.S.C. 1232g, the Family Educational Rights and Privacy Act ("FERPA") and California Education Code 49076(b)(6). The Yosemite Valley Charter School, its officers and employees shall comply with FERPA at all times. The Yosemite Valley Charter School hereby designates employees of the Westside Elementary School District as having a legitimate educational interest such that they are entitled to access to educational records of all Yosemite Valley Charter School students under FERPA. The District, its officers and employees shall comply with FERPA at all times.
- B. The Yosemite Valley Charter School shall comply with all applicable legal requirements regarding independent study, including, but not limited to the requirement to maintain a board policy on independent study and written agreement for each student in accordance with Education Code Section 51747.

XV. ENROLLMENT

The parties agree that to the extent that enrollment exceeds capacity in any year of Yosemite Valley Charter School operation, final enrollment and waiting lists will be determined by a public random drawing

XVI. BROWN ACT/PUBLIC RECORDS ACT

The Yosemite Valley Charter School shall fully conform to the Brown Act. The Brown Act requires school boards to conduct their business in pre-announced and agenzized open session meetings, unless specific conditions exist that justify the meeting of a board in closed session. In addition, the Yosemite Valley Charter School understands and agrees that all of its records that relate in any way to the operation of the Yosemite Valley Charter School are public records subject to the requirements of the Public Records Act

(Government Code section 6250 *et seq.*) as well as Education Code Section 47604.3.

XVII. LEGAL SERVICES/OTHER SERVICES

The Yosemite Valley Charter School will be responsible for procuring its counsel and the costs of such service. The Yosemite Valley Charter School reserves the right to subcontract any and all services specified in this agreement to the Westside Elementary School District and/or to public or private subcontractors as permitted by law.

XVIII. OVERSIGHT

The Westside Elementary School District may charge the Yosemite Valley Charter School for the District's actual oversight costs in an annual amount of one and a half percent (1.5%) of the total annual revenue of the Yosemite Valley Charter School as defined by Education Code Section 47613. The Westside Elementary School District and the Yosemite Valley Charter School agree the oversight costs equal or exceed 1.5% of the Yosemite Valley Charter School's revenue. The Westside Elementary School District shall bill the Yosemite Valley Charter School by June 30th of each year, and the Yosemite Valley Charter School shall pay the amount within 30 days of receipt of the District's bill. Westside Elementary School District oversight is defined in accordance with Education Code Section 47604.32.

XIX. INDEPENDENT CONTRACTOR

The parties to this Agreement intend that the relationship between the Yosemite Valley Charter School and the Westside Elementary School District created by this Agreement is that of an independent contractor and not employer-employee. No agent, employee, or servant of the Yosemite Valley Charter School shall be deemed to be the employee, agent or servant of the Westside Elementary School District except as expressly acknowledged in writing by the District. The Yosemite Valley Charter School will be solely and entirely responsible for its acts and for the acts of the Yosemite Valley Charter School's agents, employees, servants and subcontractors while acting under the Yosemite Valley Charter School's direction during the entire term of this agreement.

XX. SEVERABILITY

If any provision or any part of this Agreement is for any reason held to be invalid and/or unenforceable or contrary to public policy, law or statute and/or ordinance, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable. Where there is a conflict between the Yosemite Valley Charter and this MOU, this MOU will control.

XXI. DISPUTE RESOLUTION

- A. Disputes between the Yosemite Valley Charter School and the Westside Elementary School District regarding the alleged violation, misinterpretation, or misapplication of this Agreement shall be resolved using the dispute resolution process identified below.
- B. The party initiating the dispute resolution process shall prepare and send to the other party a notice of dispute that shall include the following information: (1) the name, addresses and phone numbers of designated representatives of the party; (2) a statement of the facts of the dispute, including information regarding the parties. Attempt to resolve the dispute; (3) the specific sections of the Yosemite Valley Charter or memorandum of understanding, **or law** that are in dispute; and (4) the specific resolution sought by the party. Within five days from receipt of the notice of dispute the representatives from the Yosemite Valley Charter School shall meet with representatives from the Westside Elementary School District in an informal setting to try to resolve the dispute.
- C. If the informal meeting fails to resolve the dispute, within thirty (30) days, the party initiating the dispute resolution process shall notify the other party (the responding party) in writing that it intends to proceed to mediation of the dispute and shall meet to agree upon a mediator. If an agreement is reached, the agreement shall be reduced to writing and shall be signed by the Westside Elementary School District and the Yosemite Valley Charter School. All mediation costs shall be shared equally by the Yosemite Valley Charter School and the District. All timelines and procedures in this dispute resolution process may be revised pursuant to a written agreement between both Parties.

The Westside Elementary School District reserves the right to take any action it deems appropriate and the Yosemite Valley Charter Schools reserves the right to seek legal redress for any such actions under the law. In addition, the Westside Elementary School District is not required to be referred to mediation in those cases where the Westside Elementary School District determines in writing the violation constitutes a severe and imminent threat to the health and safety of the Yosemite Valley Charter Schools' students.

- D. To the extent this dispute resolution section differs from the Yosemite Valley Charter this section shall control.

XXII. INSURANCE

- A. The Yosemite Valley Charter School Board shall ensure that the Yosemite Valley Charter School retains appropriate property and liability insurance coverage. Liability insurance shall be no less than \$5,000,000 per occurrence and \$6,000,000 general aggregate. The Westside Elementary School District shall be named as additional insured on this policy. A copy of all required insurance policies evidencing the Westside Elementary School District named as an additional insured shall be provided to the Westside Elementary School District within two weeks of the effective date of this MOU.
- B. The Directors and Officers Liability Insurance, including Employment Practices Liability

Insurance, shall be obtained and kept in force at all times with a self-insured retention of no more than \$1,000,000 per occurrence and a limit of no less than \$500,000 per occurrence.

- C. The Yosemite Valley Charter School shall develop and maintain other fiscal control policies as recommended by independent certified public accountants retained by the Yosemite Valley Charter School to advise it on fiscal control policy matters.
- D. The Yosemite Valley Charter School will maintain, at its own expense, its own policies of comprehensive liability, and property damage and workers compensation coverage for the operation of the Yosemite Valley Charter School. Additional insurance may also be obtained as required by law.

XXIII. NOTIFICATION

All notices, requests and other communication under this Agreement shall be in writing and mailed to the proper address as follows:

To Westside Elementary School District at:
19191 W Excelsior Avenue, Five Points, CA 93624

To Yosemite Valley Charter School at:
19191 W Excelsior Avenue, Five Points, CA 93624

This Agreement contains the entire agreement of the Parties with respect to the matters covered hereby, and supersedes any oral or written understanding or agreements between the parties with respect to the subject matter of this Agreement. No person or party is authorized to make any representations or warranties except as set forth herein, and no agreement, statement representation or promise by any party hereto which is not contained herein shall be valid or binding. The undersigned acknowledges that she/he has not relied upon any warranties, representations, statements or promises by any of the parties herein or any of their agents or consultants except as may be expressly set forth in this Agreement. The Parties further recognize that this agreement shall only be modified in writing and by the mutual agreement of the Parties.

FOR CHARTER SCHOOL

By:

Dr. Laurie Goodman
Executive Director
Yosemite Valley Charter School

FOR DISTRICT

By:

Baldo Hernandez
Principal/Superintendent
Westside Elementary School
District



Yosemite Valley Charter School

Parent Student Handbook

2020-2021

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School Mission Statement

Mission Statement

The mission of the Yosemite Valley Charter School is to improve the academic achievement of children in Fresno County and adjacent counties. The mission will be accomplished through a virtual and project-based curriculum model that emphasizes hands on and experiential learning, which focuses on meeting individual students' needs, while helping them become proficient at the California Common Core State Standards (CCS) and California Content Standards (CCS), including Next Generation Science Standards for their grade level.

Description of the Program

Our school respects a family's right to educate their children and strives to offer innovative, personalized learning options for all families. Our programs engage students with a truly personalized learning plan based on their own interests and specific learning needs while preparing them for success both now and in the future. Enrollment in our full-time independent study program is tuition-free.

Our programs provide students with many opportunities:

- Learn at home or on the go with options for flexible, standards-based learning pathways using choices of curriculum, online platforms, and or bundled textbook programs
- Receive guidance, support, and assistance in person and virtually from your assigned credentialed Homeschool Teacher
- Optional field trips and community events
- Numerous and diverse vendor services

Schoolwide Learner Outcomes (SLOs)

At our schools, we have goals for students that are known as Schoolwide Learner Outcomes (SLOs). SLOs are a part of our schools' culture: they reflect our school vision, the College and Career Readiness standards, and the education of the whole child.

EVERY YOSEMITE VALLEY STUDENT

Is a

NAVIGATOR OF THE DIGITAL WORLD

Navigator of the digital world who is proficient in the use of technology, media and online resources.

SELF-DIRECTED INDIVIDUAL

Self-directed and motivated student who is able to set attainable goals to achieve academic success.

PERSONALIZED LEARNER

Personalized learner who is able to thrive in the style of education that best fits their individual needs.

INDEPENDENT CRITICAL THINKER

Independent critical thinker who has the ability to problem-solve, take ownership and apply their knowledge to a variety of problems.

RESPONSIBLE CITIZEN

Responsible citizen who demonstrates integrity and respect while actively seeking knowledge of local and global issues.

EFFECTIVE COMMUNICATOR

Effective communicator who can thoughtfully articulate their thinking with confidence while collaborating with peers.

WASC Accreditation

The WASC process is designed to allow us to go through an in-depth self-study of our school, focusing specifically on organization, curriculum, instruction, assessment, and school culture. We take a close look specifically at our high school students and their success. In addition, we identify and reflect on our progress towards our school-wide learning outcomes (SLOs). The WASC cycle includes targeting our areas of strength and areas of growth and the creation of an action plan to address those areas to increase student achievement.

When a school becomes accredited, it:

- Certifies to the public that the school is a trustworthy institution of learning.
- Validates the integrity of a school's program and student transcripts.
- Fosters improvement of the school's program and operations to support student learning.
- Assures a school community that the school's purposes are appropriate and being accomplished through a viable educational program.
- WASC accreditation is important because the military often requires applicants to be from accredited schools and many school districts and universities will only accept credits from WASC accredited schools.
- Allows high school students' courses, grades, and units to be accepted at more colleges and universities after graduation.

Admissions, Registration, & Intake

Required registration documentation includes: Proof of age, immunization record or waiver, and proof of residence.

The student must reside within a county our school serves and provide proof of residency prior to registration. If, while attending our school, a family moves they must submit a new proof of residence annually and within ten days of a mid-year change in residence to their Homeschool Teacher. If a family moves outside of the service area for the school, the student will need to dis-enroll. There are accommodations for Homeless/Foster Youth and students of active military families.

Proof of Residency (POR): This will be verification of a service to the home address listed on your application. The best document to upload is a current utility bill dated within the last 60 days. For example: a gas, water, electric or cable bill. If providing a utility bill, please make sure that your document has the "Service Address" specifically listed in addition to your name, the date, and the utility name. Just having the document addressed to you will not be enough, it must include the "Service Address" on the utility bill. You can also use your most current property tax bill, vote-by-mail ballot, mortgage statement, or lease agreement. Please make sure that the name, date and address are visible on the document you provide.

If you have one of the extenuating circumstances below, you would need to complete the corresponding forms:

- Living with a friend or relative: Verification of Residence
- Transitional living: Parent Residency Affidavit Form

High school transcripts are necessary for determining proper class placement and for creating Individualized Graduation Plans (IGP). Transcripts should be submitted during the registration process and can be submitted by hand, faxed, or emailed.

All information on the application must be true and correct. If misrepresentations are made or incorrect information is provided, the application may be considered as not meeting the requirements of the school and may result in the revocation or halting of registration until accurate information is provided.

Registration in our school is contingent upon the student, parent, and teacher signing an Independent Study Master Agreement Form (Master Agreement) prior to the commencement of instruction and services. Parents and students will not have access to curriculum or Planning Amounts until the Master Agreement is signed and returned.

All students will be placed in their age-appropriate grade level, unless a previous school has officially approved a retention or promotion.

Our school is a full-time, general education, independent study program; not a supplemental program or a part-time program. A student may not be dual enrolled in any other private or public school.

The Parent/Guardian's Role

- Regularly support your student in daily learning during the school day, following the educational plan you and your Homeschool Teacher agree to.
- Treat all Homeschool Teachers and school staff with respect and professionalism.
- Work in collaboration with your Homeschool Teacher, ensuring your student participates fully in their homeschool learning journey.
- Make sure your student participates in online or other recommended intervention supports if needed and assigned by your Homeschool Teacher.
- Complete and submit the monthly Student Learning Log (attendance log).
- Complete the STAR 360 online assessment up to 3 times per school year.
- Support student(s) in attending state-mandated testing (SBAC, CAST, ELPAC (if needed) and Physical Fitness Test).
- Practice consistent communication to enhance collaboration through daily checks of email and phone.
- Attend scheduled Learning Period meetings, as well as any other necessary meetings (on the phone, via web conference, or in-person), with school staff and student(s).

Student Behavioral Expectations

Learning takes place in a variety of settings. These may include, but are not limited to:

- Online classroom sessions
- Public libraries, coffee shops, parks, community locations
- School-sponsored field trips, workshops, and community events

At our school, the primary focus is on student learning. Any behaviors that prevent all students from this focus will be reviewed and discussed with all parties involved. As a diverse community of learners, students must strive to work together in a setting of civility, tolerance, and respect for each other in an environment that does not distract from the mutual commitment to academic inquiry and reflection. To that end, the following student behavioral expectations have been established.

1. When participating in group dialogue, no one monopolizes discussions to the exclusion of others, either in terms of time or opinions expressed.
2. Conflicting opinions among members of a group are respected and responded to in a polite and respectful manner.
3. No side conversations or other distracting behaviors are engaged in during group discussions or presentations.
4. No offensive comments, language, or gestures are part of the learning environment.
5. Impersonating another person on an online platform is prohibited.
6. Use only your own username and password for online platforms and do not share these with others.
7. Do not post personal information in online environments (Phone number, social media usernames, physical address, email address, passwords, etc.)

Infraction of these expectations that is deemed to be disruptive of the learning environment, is cause for removal of a student from an activity and may result in disciplinary action.

Consequences

Staff shall enforce disciplinary rules and procedures fairly and consistently. Discipline includes, but is not limited to, advising and counseling students, conferring with parents/guardians, and the use of behavior plans, alternative educational environments, suspension, and expulsion. Suspended or expelled students shall be excluded from all school and school-related activities unless otherwise agreed during the period of suspension or expulsion.

School Calendar

As a public charter school, we offer families full-time, continued enrollment throughout the entire school year.



2020-2021 School Calendar

Date	Event or Holiday
Aug 18	First Day of School
Sep 07	Labor Day
Nov 11	Veterans Day
Nov 20-27	Thanksgiving Break
Dec 16-Jan 1	Winter Break
Jan 08	Last Day of First Semester
Jan 11	Beginning of Second Semester
Jan 18	Martin Luther King Jr. Day
Feb 15	Presidents' Day
Feb 22	School Recess
Mar 29-Apr 5	Spring Break
May 31	Memorial Day
Jun 04	Last Day of School

Curriculum Choices & Learning Paths

Our academic program is designed to be flexible and customizable. Working together, credentialed teachers and parents design a learning plan that can incorporate:

- A variety of curriculum options and platforms
- Academic support including interventions
- A child's optimal learning modalities
- A wide variety of enrichment resources, materials, and experiences
- School-sponsored learning enrichment, field trips, and student activities
- A blend of virtual and in-person support

If you are looking for an engaging, easy-to-follow learning platform, explore the school adopted options below managed by our Curriculum Department. Other curriculum options such as Timberdoodle, Bookshark, Moving Beyond the Page, BYU Independent Study, UC Scout, and many more can be ordered through the [Enrichment Ordering System](#).

Our school curricula include learning paths and platforms designed to address the needs of all students including:

- Active Military
- English Language Learners
- Gifted & Talented
- Homeless/Foster Youth
- Socioeconomically Disadvantaged Youth
- Students in Special Education
- Students with 504 Plans

Objectionable Materials

If your family finds certain lessons or materials in a particular unit of study to be objectionable for various personal reasons, please contact your Homeschool Teacher and she/he will work with you to identify alternative lessons to meet the lesson objectives.

Curriculum: Transitional Kindergarten - 8th Grade

Transitional Kindergarten through 8th grade students have many options including various online curriculum with built-in pacing, bundled textbook programs, or unlimited choices of homeschool curriculum for a personalized learning path. A discussion with your credentialed Homeschool Teacher will help pinpoint how to gain the most from your curriculum.

Transitional Kindergarten:

- [EmbarK12 by K12](#) - Online & Offline
- [Lincoln Empowered](#) - Online & Offline

- [McGraw Hill](#) - Textbook with online resources and online teacher's editions
- Other Curriculum - Can be ordered through the [Enrichment Ordering System](#)

Kindergarten-2nd Grade:

- [McGraw-Hill](#) - Textbook with online resources and online teacher's editions
- [Lincoln Empowered](#) - Online & Offline
- [K12](#) - Online & Offline
- [Redbird](#) - Online Math and Language Arts/Writing courses
- [Acellus](#) - Online, customizable option that can be completed when teaming with the Homeschool Teacher
- Other Curriculum - Can be ordered through the [Enrichment Ordering System](#)

3rd-5th Grade:

- [K12](#) - Online & Offline
- [Lincoln Empowered](#) - Online & Offline
- [Odysseyware](#) - Online
- [McGraw-Hill](#) - Textbook with online resources and online teacher's editions
- [ALEKS](#) - Online math courses
- [StrongMind](#) - Online
- [Redbird](#) - Online Math and Language Arts/Writing courses
- [Acellus](#) - Online, customizable option that can be completed when teaming with the Homeschool Teacher
- Other Curriculum - Can be ordered through the [Enrichment Ordering System](#)

6th-8th Grade:

- [Odysseyware](#) - Online (Highly qualified instructor optional through [Odysseyware Academy](#))
- [Edgenuity](#) - Online (Highly qualified instructor optional)
- [Edmentum EdOptions Academy](#) - Online with a highly qualified instructor
- [ChoicePlus Bridge](#) - Online with a highly qualified instructor
- [McGraw-Hill](#) - Textbook with online resources and online teacher's editions
- [K12](#) - Online & Offline
- [FuelEducation](#) - Online (Highly qualified instructor optional)
- [ALEKS](#) - Online math courses
- [StrongMind](#) - Online
- [Redbird](#) - Online Math and Language Arts/Writing courses
- [Acellus](#) - Online, customizable option that can be completed when teaming with the Homeschool Teacher
- Other Curriculum - Can be ordered through the [Enrichment Ordering System](#)

Curriculum: High School

Our school offers an Individualized Graduation Plan (IGP) for all high school students. Upon enrollment, students will discuss and create an IGP with their Homeschool Teacher or a High School Counselor, based on the student's short and long-term academic goals. We provide high school students with

various homeschool curricula and vendor options, including college prep, “a-g,” and AP courses. Students have the freedom to choose courses in:

9th-12th Grade:

- [ChoicePlus Academy](#) - Uniquely-designed courses taught live twice weekly by a highly qualified instructor in an online classroom. Internet access is required to attend scheduled courses and submit work.
- [Edgenuity](#) - Online (Highly qualified instructor optional)
- [Edmentum EdOptions Academy](#) - Online with a highly qualified instructor
- [FuelEducation](#) - Online with a highly qualified instructor
- [McGraw-Hill Textbook](#) - Offline with online supplemental videos and office hours. Internet access is required to turn in assignments. (High qualified instructor attached)
- [Odysseyware](#) - Online (Highly qualified instructor optional through [Odysseyware Academy](#))
- [ALEKS](#) - Online math courses
- [Acellus](#) - Online, customizable option that can be completed when teaming with the Homeschool Teacher.
- A combination of the above
- Other Curriculum - Can be ordered through the [Enrichment Ordering System](#)

9th - 12th Grade [AP Courses offered in Edgenuity](#) (offerings may vary annually due to interest and instructor availability):

- Calculus AB
- English Language & Composition
- English Literature & Composition
- Environmental Science
- French Language & Culture
- Human Geography
- Psychology
- Spanish Language & Culture
- U.S. Government & Politics
- U.S. History
- World History

AP courses are also offered through BYU, K12, UC Scout, APEX, and other curricula options that offer College Board adoptable AP courses with an AP instructor attached.

Graduation Requirements

High school graduation requirements and college entrance requirements are not the same. Course selection should be based on academic, career, and personal interest. Student interests and goals should guide the path through high school.

College admission requirements will vary from school to school, it is recommended that students check admission requirements before applying to their college of choice. Students can always reach out to

their high school counselor if they have questions about graduation requirements or the college admission process.

Subject Area	Graduation Requirements	Total Credits
Social Studies	6 semester courses <i>(Must include 1 year of US History, 1 year World History, 1 semester of Government, and 1 semester of Economics)</i>	30
English	6 semester courses	30
Math	4 semester courses <i>(Algebra 1 must be completed)</i>	20
Science	4 semester courses <i>(Must include 1 year of Physical Science and 1 year of Biological Science)</i>	20
Visual & Performing Arts	2 semester courses	10
World Language		
Electives	18 semester courses	90
Total =		200 Credits

* Please note that once a subject area graduation requirement has been fulfilled, all excess credits will

be rolled over to the Electives category.

Suggested Course Sequence			
9 th Grade	10 th Grade	11 th Grade	12 th Grade
<ul style="list-style-type: none"> English 9 Algebra 1 Physical Science <i>or</i> Earth Science Elective / Elective Elective / Elective 	<ul style="list-style-type: none"> World History English 10 Math Biology Elective / Elective 	<ul style="list-style-type: none"> US History English 11 World Language <i>or</i> Visual & Performing Arts Elective / Elective Elective / Elective 	<ul style="list-style-type: none"> Economics <i>and</i> Government Elective / Elective Elective / Elective Elective / Elective Elective / Elective

4-Year College Entrance Requirements

Students who plan to apply to a 4-year college right after high school graduation should plan to meet “a-g” requirements. These requirements are mandatory for students who apply to the CSU or UC systems, and recommended for students who plan to apply to private and out-of-state colleges and universities. The “a-g” requirements are summarized below:

A-G	Subject Area	Subject Requirement
a	History Social Science	2 years <i>(1 year of World History and 1 year of US History, or ½ year of US History and ½ year of Government)</i>
b	English	4 years
c	Mathematics	3 years <i>(Algebra or higher)</i>
d	Laboratory Science	2 years <i>(At least 2 of the 3 disciplines of Biology, Chemistry, and Physics)</i>
e	Language Other Than English	2 years <i>(Must be 2 years of the same language)</i>
f	Visual & Performing Arts	1 year

g	College-Preparatory Elective	1 year
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Students who plan to apply to the UC or CSU systems will need to take courses that are “a-g” approved. All “a-g” courses must be completed with a grade of C or better. There are alternative ways to meet “a-g” requirements through testing and community college courses. Students can check the progress of their “a-g” requirements by consulting with their high school counselor.

Subject requirements will vary for private and out-of-state colleges and universities. However, most students who are eligible for UC admission and fulfill the “a-g” requirements will also likely meet the admission requirements for most of the private and out-of-state colleges and universities.

Students should also plan to take the SAT or ACT. SAT Subject Tests are usually optional; however, students who are applying to specific departments or highly selective schools will want to check with the admissions office of the college or university of interest to verify requirements.

For more information, please visit the sites below:

- [“A-G” Requirements](#)
- [Yosemite's "a-g" Course List](#)
- [SAT Information](#)
- [ACT Information](#)

High School Elective Credit for 7th & 8th Graders

Our school will grant high school elective credit for high school math, world language, and CTE pathway courses taken by 7th and 8th grade students. As a parent-choice school, we allow 7th and 8th graders to take high school courses, but it is important to consider how taking courses in middle school will affect high school and college before choosing this option for your student. Please contact your Homeschool Teacher to discuss starting high school courses early prior to enrolling in high school level courses.

Academic Expectations

TK-8th Grade

Families choose to enroll at our school for a variety of reasons, but at the cornerstone of each decision is a supportive partnership between the family and their credentialed Homeschool Teacher. Our school provides the tools and guidance for students to experience a high-quality education by providing access to personalized curriculum and instruction. Students need to be engaged in learning each school day. Families and credentialed Homeschool Teachers work together to provide support for struggling students. Families are required to meet with their Homeschool Teacher, at minimum, once every 20 school days.

High School

All high school students enrolled at our school will discuss and create an Individualized Graduation Plan (IGP) with their Homeschool Teacher. Short and long term goals will be created based on the needs of each student. A guidance counselor is also assigned to each student and will review the IGP. Our ultimate goal is to help students meet graduation requirements. It is incredibly important for students to pass courses so that graduation is attainable within 4 years of high school.

The minimum number of credits that should be earned at the end of each semester is listed below:

	Grade 9	Grade 10	Grade 11	Grade 12
Semester 1	25 credits	75 credits	125 credits	175 credits
Semester 2	50 credits	100 credits	150 credits	200 credits

Students and parents should work with their Homeschool Teacher and guidance counselor if they wish to graduate high school early. Students who have surpassed the minimum number of credits that should be earned at the end of each semester must still be enrolled in a minimum of four courses (20 credits) each semester. Students must complete a minimum of 5 courses each semester (25 credits) to remain on track for graduation. Students who fail a course will earn 0 credits for the course and could potentially no longer be “on track” for graduation. Students who become credit deficient should work with their teacher and guidance counselor to adjust the Individualized Graduation Plan. Students are expected to meet with their Homeschool Teacher(s) regularly to ensure adequate progress is made toward completing courses.

I Can Statements

I Can Statements are family-friendly guides that can be used to help your family and ensure your students are on track for their grade level. All learning objectives for Math, Language Arts, Science and Social Studies are provided, written in family-friendly language. I Can Statements help make grade level learning targets clear for families and they address the standards students of the same grade learn in all public schools.

The school is committed to empowering each student to reach their full potential. Our students are engaged learners capable of deep understanding, creative thinking, and innovative approaches to problem solving. Using the I Can Statements (State Standards), the student interests, talents and learning styles profile as their guide, as well as hands-on experiential learning, field trips, park days, and activities in the local community, credentialed teachers partner with parents to develop unique Personalized Learning Plans for each student.

Assignment & Work Records (AWR)

Assignment & Work Records are a digital checklist created for each student and work parallel to the I Can Statements/Standards. AWR is personalized for each student and is a strategic plan that helps ensure appropriate progress through the standards is achieved.

Academic Integrity

Our school urges students to conduct themselves ethically and honorably. It is expected that the grade a student earns is based upon work that the student has completed.

By definition, Academic Integrity is the moral code or ethical policy of academia. This includes values such as avoidance of cheating or plagiarism; maintenance of academic standards; honesty and rigor in academic work.

The following behaviors may be considered as acts that do not uphold Academic Integrity:

- Plagiarism
- Talking during a proctored exam
- Copying another student's test/assignment
- Allowing others to copy your work
- Exchanging assignments with other students (either handwritten or computer-generated)
- Using a computer or other means to translate an assignment/part of a World Language assignment to another language
- Using summaries or commentaries (Cliff Notes, Spark Notes) in lieu of reading the assigned materials
- Submitting purchased papers
- Altering a grade (on a computer, on a report card, on an assignment)
- Taking an exam for someone else
- Using bribery/blackmail/threats

Any student known to have acted without academic integrity will be subject to disciplinary action in the following manner:

- **First offense:** A grade of F and/or 0% on the assignment/exam with a chance to resubmit within 1 week and parent/guardian notification
- **Second offense:** A grade of F and/or 0% on the assignment/exam with no resubmit and conference with parent/guardian
- **Third offense:** A grade of F in the class, in-person conference, and placement on Academic Probation for 1 year
- **Fourth offense:** Disciplinary hearing; possible expulsion from the school

Students placed on Academic Probation may be subject to the following consequences:

- Copy of cheating referral placed in permanent cumulative file
- Proctored unit tests and finals by a school staff member
- Restricted from participating in school activities (field trips, prom, graduation)
- Ineligible to receive letters of recommendation from school staff

Report Cards

Report Cards - TK-8th

Students, parents, and teachers work in partnership to design personalized learning plans and goals. The credentialed Homeschool Teacher affirms the learning plan and is guided by the I Can Statements.

Report Cards are not required for grades TK-8, but families may request them from their teacher. While TK-8 report cards are not required, they are sometimes necessary for other student endeavors such as sports teams, insurance, government verifications, etc. Please consider your family participation in these types of activities when deciding to request a report card or not. We highly recommend that parents of 7th and 8th grade students request a report card as this type of documentation is frequently requested when transitioning into a brick and mortar high school setting. If you do not request a report card, nothing will be stored in a student's cumulative file.

Parents of TK-8th grade students have three Report Card options (Option B is the default if you do not make a selection):

- **Option A:** I would like my teacher to create a Report Card and I would like a copy filed in my student's Cumulative Record.
- **Option B:** I would like my teacher to create a Report Card and I would NOT like a copy filed in my student's Cumulative Record.
- **Option C:** I DO NOT want a Report Card to be generated.

Your Homeschool Teacher will communicate directly with you to ask which option you would like for Report Cards.

Review of Student Work

Families share all of the learning that has occurred during Learning Period meetings with their teacher(s). Teachers work with the family to review and reflect on student learning. Teachers will use the shared information to determine mastery of standards and match these to the I Can Statements.

It is our school's policy and practice that individual student data is never shared with anyone other than the parent and teacher. The data is used solely to show grade level and school-wide trends for accreditation purposes.

Progress Indicators

Progress Indicators (PI) will be assigned for your student by your Homeschool Teacher four times during the school year. The Progress Indicators are used to gather school-wide data on grade level progress as it relates to the state standards. The data is used by ICS when we are required to report the effectiveness of our academic program to stakeholders such as our charter authorizers and our School Board.

Indicator	Description
4	Significant Progress 85-100%
3	Adequate Progress 70-84%
2	Some Progress 60-69%
1	Little to No Progress <59%

Report Cards - High School

All 9th-12th grade students are required to have a report card issued at the conclusion of each semester. Semester report cards will be based on progress made in the student's assigned high school courses.

Students in high school earn letter grades. High school students need to complete requirements and lessons as outlined by their Homeschool Teacher or by the High School Content Teacher, as applicable.

The chart below shows the grading rubric for quality of assigned work:

Percentage	Grade
90-100%	A
80-89%	B
70-79%	C
60-69%	D
59 and below	F

Attendance

- Parent/Guardian is responsible for ensuring that their child is actively engaged in learning each school day.
- Monthly Student Learning Log (Attendance Log) must be signed and submitted to your Homeschool Teacher at the end of each month. The Homeschool Teacher will communicate

with individual families/students on the collection process of this document.

- The following are acceptable reasons for not logging attendance: Illness and hospitalization not to exceed 10 percent or more of the school days, exclusive of Saturdays and Sundays, in the school year, bereavement, family emergency, and natural disaster. In such cases, the absences would be considered excused. Some instances may require verification, such as a doctor's note, to be provided to your teacher.
- Homeschool Teachers will be knowledgeable of student progress, learning, and engagement in school. This can occur at regularly scheduled meetings, calls, emails, and or other methods.
- If the Homeschool Teacher is unable to obtain knowledge of the progress, learning, and engagement in school, attempts to contact will be documented and a non-compliance letter may be sent. After multiple failed attempts to contact a family, the school may deem that enrollment in the school is not in the best interest of the student and he/she may be subject to withdrawal. (Refer to Non-Compliance Policy)

Withdrawing Your Student

To withdraw your student, please provide your Homeschool Teacher with the following information:

- Last date of attendance in our school
- Name of school or school district your student will be enrolling in
- Reason for withdrawal
- Submit your last attendance log and work sample

Once this information is received your Homeschool Teacher will assist you with the materials return process. All school property must be returned upon withdrawal, with the exception of assistive technology devices required by a student's Individual Education Plan (IEP). In that instance, such materials must be returned to the School when alternative arrangements are made or until two months have elapsed from the date of withdraw. Families may be billed for any items not returned and student transcripts may be held until all materials are returned.

Please Note: Last day of documented attendance is the last day of enrollment.

Enrichment Certificates for services beyond the student's withdrawal date will be canceled and any services attended/continued, again after the student's withdrawal date, will be at the family's expense.

Educational Materials & Restitution Policy

This policy supports the School's efforts to remain a sound steward of public funds and ensure students continue to have access to educational materials.

The purpose of the School Governing Board approving this Educational Materials and Restitution Policy is to accomplish the following:

1. Provide an Overview for the Educational Materials and Restitution Policy
2. Outline the Procedures for the Restitution Process

1. Overview: Students attending School may receive access to certain School property during the course of the school year, including educational technology and textbooks, and they are responsible for ensuring the educational materials are returned (with reasonable wear and tear). California law states that the parent or guardian of a minor can be held liable to a school for all property loaned to and failed to be returned, or willfully damaged by a minor. The liability shall not exceed \$10,000.

The School shall seek restitution when a student, among other things, willfully cuts, defaces, or otherwise damages any property, or loses or fails to return property, borrowed or personal belonging to the School. This includes but is not limited to, installing unauthorized software applications, modifying, adding or deleting software or any alteration to the configuration of any and all IT computing devices - such as laptops and other devices.

The School, after affording the student due process rights, may withhold the grades, diploma, and official transcripts of a student until the student or parent/guardian pays for the lost or damaged school property (e.g., educational technology, textbooks, etc.). The School may also withhold full privileges of participation in school activities.

Withholding Grades, Diploma and Transcripts and Transferring Students

The authority to withhold grades, diploma, or official transcripts applies only to situations where the student, parent or guardian has requested a copy of the student's records. When a student transfers to another K-12 school, the student's permanent record must be sent to the requesting K-12 school. The permanent record, or copy, must be sent even though there may be charges or fees owed by the student, parent, or guardian. In such cases, upon sending the permanent student record to the new (receiving) school, the new school shall be notified of the restitution debt.

2. Procedures:

1. School shall use inventory systems that clearly identify the student and type of school property issued to the student.
2. School shall implement a restitution process by which students are afforded the opportunity to return the missing property or pay for the damages. Assuming the student returns the missing property or pays for damages, the debt is discharged and any withheld grades, diploma, or official transcripts of the student shall be released and the full privileges of participation in school activities shall be restored.
3. School shall follow the due process procedure listed below that allows the parent/guardian or student an opportunity to review and respond to the imposition of any fees or charges resulting from this policy.

- a. The School shall provide the parent/guardian written notice of alleged loss or damage of school property (“Written Notice”).
 - b. The Written Notice will inform families the School may contact law enforcement and/or refer the debt to a collections agency.
 - c. If the parent/guardian disagrees with the School’s Written Notice, they may appeal the Written Notice in writing to the school. The parent/guardian’s appeal should explain why a fee or charge should not be imposed in response to the Written Notice.
 - d. After reviewing any information provided by the parent/ guardian, the Principal (or his/her designee) shall decide whether or not to withhold grades, diploma, or official transcripts and/or impose the fee for damages. The parent/guardian shall be notified in writing of the decision. The written decision of the Principal is final. There is no appeal beyond the school level.
4. Upon receiving notification of the School’s decision (“Second Written Notice”), the parent or guardian must address the outstanding obligation payable to the School or return missing property.
 5. If the parent/guardian does not respond to the Written Notice or if a parent/guardian loses their appeal, School may withhold the transcript, diploma, and grades until the debt is resolved. The Second Written Notice shall explain if the School is withholding the transcript, diploma, and grades until the parent/guardian pays or remedies the outstanding debt.
 6. Upon receiving payment or the unreturned educational materials in satisfactory condition (e.g., reasonable wear and tear), the School shall ensure the debt is discharged. If the School withheld student’s grades, diploma, and/or official transcripts, School shall release grades, diploma, and/or transcripts.
 7. The purpose of this policy is to provide families reasonable opportunity to return missing educational equipment or pay for damaged and missing school property to avoid the School having to seek a legal recourse. If the Second Written Notice is unsuccessful, the School may consider referring the debt to a collections agency as a last resort.

Homeless & Foster Youth

Homeless and Foster students in Yosemite Valley Charter School will be closely monitored by their Homeschool Teacher, Regional Coordinator, and High School Leads. Students who have Performance Indicators below grade level will be encouraged to enroll in intervention programs and an intervention plan will be developed and closely monitored by the Homeschool Teacher and other leaders. Monitoring of achievement and course correction as well as increasing and decreasing the time of the task and direct instruction as needed for students who need intervention will occur each month during the learning period meetings.

Special Education

School personnel are committed to identifying and serving students who have exceptional needs and are eligible to receive Special Education supports and services. Our commitment is based on the belief that all students shall have access to a high-quality public education.

In cooperation with the El Dorado County Special Education Local Plan Area (SELPA), our school will work to ensure that a Free and Appropriate Public Education (FAPE) is provided to all eligible students with exceptional needs in the student's Least Restrictive Environment (LRE). Specifically, our school will comply with all applicable state and federal laws in serving students with disabilities, including, but not limited to the Individuals with Disabilities Education Improvement Act of 2004 (IDEA), Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act, and any other civil rights enforced by the U.S. Department of Education Office of Civil Rights (OCR), and applicable Special Education policies and practices of the SELPA.

Common Questions

Following are the most common questions that the Special Education department receives from families regarding Special Education at our school. Please review and contact the Special Education Team if you would like to discuss these topics further.

What is Special Education?

Special Education is specially designed instruction, supports, and services to meet the unique educational needs of individuals with disabilities, which cannot be met in the general education program. It is an integral part of the total public education system, and Special Education services are provided:

- In a way that promotes interaction between students with and without exceptional needs;
- At no cost to families; and
- Include a full range of program options to meet the educational and service needs in the least restrictive environment (LRE). --California Education Code Section 56031

Who should you contact when you believe your child may need additional academic support?

Your assigned Homeschool Teacher is the best person to initially discuss any academic questions or

concerns with. Your Homeschool Teacher will most likely recommend interventions and/or accommodations for you to use with your child if appropriate.

In the event that you and your Homeschool Teacher need additional guidance in supporting your child, you may request for a Student Study Team (SST) meeting be held. This meeting will document the concerns of school staff and families, identify interventions attempted, and possibly recommend additional interventions. Interventions should be attempted for six to eight weeks and a second SST meeting should be held to document the student's response to intervention. Depending on the successful implementation of the intervention, the SST will contact the Assessment Team for additional support or recommendations.

How is it determined that a student is eligible to receive Special Education?

Assessments are the basis for Special Education eligibility, placement, and service decisions. The assessments will be done by professionals who have had specialized training and required certification/licensure. General Education, Homeschool Teachers, and parents, who know the students well, play a critical role in understanding a student's academic strengths and struggles and are essential in the process of documenting/identifying areas of needs.

When the school receives a referral for Special Education, the child's legal guardian will be sent an assessment plan that details the types of assessments being proposed. The child will receive a "full and individual initial evaluation" to determine if the child has a disability and determine the child's educational needs. A full evaluation means that the child shall be assessed in all areas of suspected disability within 60 calendar days of parental consent received by the school via signature on an assessment plan (timelines adjusted for student breaks over five consecutive days).

What is an Individual Education Program (IEP)?

An IEP is a contractual, legal obligation, on the part of the school stating how the school plans to assist a student once they have been determined eligible for Special Education supports and services. The IEP document is written following the determination of a student's need and eligibility for Special Education.

The Individual with Disabilities Education Act (IDEA) requires that an IEP include a "statement of measurable annual goals" which allow the child to be involved in and make progress in the general education curriculum and meet each of the child's other educational needs that result from the child's disability." The IEP team develops the IEP document annually and identifies the child's needs, annual goals, objectives, adaptations, services and placement.

What is the role of the parent in an IEP meeting?

Parents are encouraged to participate in the IEP meeting by providing information on which supplementary aids and services, program accommodations, and support for the parent's role as learning coach are needed to help the child progress toward attaining progress in general education curriculum and on their IEP goals. Please speak with your Special Education teacher further regarding the structure of IEP meetings and if you have any questions or concerns.

How are Special Education services provided at our independent study school?

Students with IEPs are required to participate in Special Education services as indicated in their IEP

documents.

- Specialized Academic Instruction (SAI) is usually delivered virtually and is taught by experienced and credentialed Special Education Teachers. The format of these sessions are determined by the student's IEP team and based on their academic IEP goals.
- Related Special Education services, such as occupational therapy, speech and language therapy, etc. may be provided by qualified School staff or via non-public agencies (NPA) contracted with the school. NPAs have a certification with the California Department of Education to work with school-aged students and they are carefully selected by the school.

May a family maintain the same Special Education NPA Providers/individual therapists, if they are enrolled in the same school from year to year?

Each NPA oversees the scheduling and availability of their services providers. Our Special Education Department will confirm an NPA's certification with the California Department of Education and establish a contract with that NPA to start services.

Please note: The Special Education Department is happy to work with families, however, we are not able to guarantee that they may maintain the same NPA providers/individual therapists.

Should Special Education Teachers be included in the development of a student's education plan, designed by the Homeschool Teacher?

Whenever possible, it is recommended that a Special Education Teacher be included in the development of a student's education plan, which is designed by the learning coach and Homeschool Teacher. While it is not a requirement, the involvement of the Special Education Teacher provides an opportunity for the team to get a different perspective on how to help support a student's needs, challenges, and strengths.

Shall your Homeschool Teacher collect work samples for students with an IEP?

The school Work Sample policy is the same for all students.

Planning Amounts

Program Description

We focus on Personalized Learning, a philosophy that truly puts every student first by supporting them in honoring and exploring their unique skills, special gifts, talents, and aspirations. In order to allow families flexibility on their personalized learning path we allocate a Planning amount that is used for carefully select educational products, such as curriculum, technology items, supplemental enrichment materials, and field trip opportunities, and services, such as enrichment lessons and classes to fit each student's academic goals. All orders must be nonsectarian and are approved by your Homeschool Teacher.

Product:

- Enrichment Materials
- Curriculum
- Technology Items*
- Educational Field Trips

Service:

- Fine Art Lessons & Classes
- Performing Art Lessons & Classes
- Academic Enrichment Classes
- Physical Education Classes
- Tutoring Services
- STEM Classes

**The Technology Acceptable Use Acknowledgement must be signed in order to receive the technology equipment. All families receive this form through email at the beginning of the year.*

All materials ordered through the school with state funding are the property of the school. Materials are loaned to enrolled students for educational purposes only. The items must be returned to the school upon withdrawal from the school. All materials must be returned to the school upon withdrawal. Families may be billed for any items not returned and student transcripts may be held until all materials are returned.

All services requested through the school with state funding will only be provided with an Enrichment Certificate during the student's enrollment period. Any services provided without an Enrichment Certificate and/or beyond the student's enrollment dates will be the financial responsibility of the family. Upon withdrawal, families shall be responsible for notifying their service vendor(s) they are no longer enrolled with the school.

How to Request Services/Products

1. Visit the Enrichment Ordering System (EOS) to request services and products.
2. Services may only be requested through approved service vendors.
3. The first time a family uses a vendor for service, they will need to sign and submit an online

waiver form through the EOS.

4. If families are requesting a service, an Enrichment Certificate will be created and sent via email to the parent. Parents can also access Enrichment Certificates on the EOS. Students are not able to start services without an Enrichment Certificate.
5. Families will present the Enrichment Certificate to the vendor.
6. Each vendor will invoice the charter schools for the services approved on the certificate.
7. The school pays vendors directly. Parents should not pay vendors for student services as we cannot provide payment/reimbursement to families.
8. Technology devices can be ordered through the Enrichment Ordering System. To see a current catalog of available devices, please visit techstore.inspireschools.org.

Field Trips & Events

We believe in inspiring our community and learning through educational experiences through school-organized field trips and events. All field trips and events are optional and require Homeschool Teacher approval based on the student's educational plans.

Student Supervision

Students are required to be accompanied by a parent and/or designated guardian for all school-organized field trips. Parents and/or guardians are responsible for ensuring the safety and behavior of their students.

Liability

All families will be required to sign a liability waiver releasing the school from any and all liability or costs associated with or arising from their participation in each field trip.

How to Request School-Organized Field Trips & Events

All school-organized field trips and events are booked through the Field Trips & Events System (FTE). Families will log into the FTE site to search for available field trips and submit their field trip requests to their Homeschool Teacher for approval.

Technology Team

Choosing technology can be overwhelming. The Tech Team helps simplify your selection by providing a curated list of qualified devices, items, and software. All items offered meet internal standards of quality, performance, value, availability, and support. These items can be obtained as part of a student's Planning Amount as it aligns with his/her learning plan.

Some technology items (e.g. computers, laptops, tablets and printers) require specific configurations, must meet certain standards or be purchased through select suppliers, channels, or agreements.

Tech Costs

Most devices offered by the Tech Team are business-class devices and are not found in local retail stores, so be certain you are comparing the exact same models and specs. Remember, all taxes (e.g. sales tax) and fees (e.g. shipping, CA e-waste disposal) are also included in the price you see. Unfortunately, we are not able to price match.

Pricing also includes software and device licenses, school compliance features, management services, enhanced warranties and damage protection, solid state drives (SSD), protective cases, asset tagging and inventory, packaging materials, shipping both ways, and lifetime support for the device is standard. These items are factored into the Planning Amount cost of Tech Items.

The following limits have been placed for tech devices assigned to students and families:

- 1 computer per student
- 1 tablet per student
- 1 printer per student

How to Order

Tech devices are available through the Enrichment Ordering System, and can be ordered in the same fashion as other enrichment items. For a read-only catalog of current offerings, you may visit techstore.inspireschools.org.

Tech Center Returns

All Tech items are the property of the school and returns should be submitted to the Tech Team. Please contact us for detailed directions on how to return items.

The school is unable to sell any enrichment/technology items to families.

For Tech Team assistance or questions, please call (626) 433-8094 or email tech-help@inspireschools.org.

Parent-Student Information Technology Acceptable Use Policy

It is the school's mission to empower students with access to technology, information, and digital resources while fostering safe, responsible, and ethical learning environments.

We are committed to upholding important security, privacy, and safety regulations, protocols, and standards. Users of school devices, networks, accounts, and other resources must adhere to school policies. Users are expected to fully comply with local, state, and federal regulations. Failure to adhere

to these policies or regulations may result in discipline, legal action, or other remedies determined to be within the rights of the school. Relevant regulations include (but are not limited to):

- The Family Educational Rights and Privacy Act (FERPA)
- Children's Internet Protection Act (CIPA)
- Individuals with Disabilities Education Act (IDEA)
- Children's Online Privacy Protection Act (COPPA)
- Health Insurance Portability and Accountability Act (HIPAA)

DEFINITIONS:

1. School, Organization, and or We – Yosemite Valley and its subsidiaries, programs, and divisions
2. ITD - Inspire Charter Services Information Technology Department
3. You, Your, and or I - The parent/guardian, student, and signer of this Acceptable Use of Technology Policy
4. Resources - Devices, systems, services or networks owned, operated or issued by the school
5. User - Any person(s) accessing or utilizing school resources that is not a resource operator
6. AUP - Parent/Student Information Technology Acceptable Use Policy

USER RESPONSIBILITIES:

Access to school technology, resources, and support is a privilege that offers a wealth of educational benefits. To maintain these privileges, all users must agree to, learn about, and comply with all information within this Acceptable Use Policy (AUP) document.

1. You agree to learn about and comply with all the information outlined in this AUP document.
2. Persons to whom items are assigned are expected to exercise reasonable care to protect those items against damage, loss and theft. "Reasonable care" is defined as:
 - a. Never leaving items unattended
 - b. Never lending, giving or releasing items to a person other than an authorized school employee, such as a Tech Team member
 - c. Never removing protective accessories or features (e.g. cases, bumpers)
 - d. Keeping items away from dangerous conditions (e.g. liquids, heat sources, unstable surfaces or items) and preventing actions which promote damage beyond normal wear and tear
 - e. Maintaining student supervision by parent/guardian during access and usage
3. You must immediately report damaged, lost or stolen items/resources. Items reported stolen or missing will require a police report.
4. Parents/guardians are expected to provide supervision and monitor device/Internet access and usage.
5. You are expected to make a reasonable effort to protect your passwords, information and data.
6. You must safeguard internal safety and security policies, such as authentication methods and password conventions.
7. You are obligated to notify ITD of continued access to resources beyond student departure (e.g. withdrawal, graduation, expulsion) in the event ITD has not contacted you to do so.
8. Items, devices and resources issued by the school are school property and must be returned

or relinquished to the school upon request.

ACCEPTABLE USE OF ICS RESOURCES BY USERS:

1. All school-issued accounts are intended solely for use by the person authorized to use the account.
2. When sharing or exposing personal information or data online, extreme caution should be exercised.
3. Any information or communication accessible via any school network should be assumed as private property.
4. The school reserves the right to verify whether specific uses of school technology or networks are consistent with this acceptable use policy.
5. The school is bound by certain licensing agreements. Users are expected to comply with those agreements.
6. Educational and instructional use as related to the school only.

UNACCEPTABLE USE OF SCHOOL RESOURCES:

1. All commercial or for-profit usage is prohibited.
2. The access, use or transmission of objectionable material (e.g. materials that are obscene, bullying, profane, lewd, threatening, disrespectful, hateful, pornographic) is prohibited.
3. Violation of any local, state or federal laws as well as School, board or administrative policies are prohibited. Example: Federal copyright laws ([Title 17](#), USC)
4. Any attempt to circumvent ICS security measures, content filters or access restricted resources is prohibited.
5. All malicious and nefarious activities are prohibited. Examples include (1) unauthorized trespassing or infiltration of a network or device, (2) the intentional distribution of malware, (3) any attempt to deny a remote service. Malicious actors may also be in violation of *California's unauthorized computer access law, Penal Code 502(c) PC*.
6. The intentional collection, mining or uncovering of personal information, files, passwords belonging to a user other than yourself is prohibited.
7. Publicly advertising internal authentication methods and/or password conventions.
8. Impersonation of any user other than yourself is prohibited.
9. Unauthorized falsification or modification of any school records is prohibited.
10. The collection or transmission of personal information (e.g. home address, phone number, personal email) which may be useful to identify an individual without written consent is prohibited.
11. Political lobbying or advertising is prohibited.
12. Unauthorized maintenance, service, repairs, or upgrades are prohibited. school-owned or operated resources must be maintained by ITD or authorized third parties.

EXPECTATION OF PRIVACY:

For email, networks, systems and other resources owned or operated by the school, users should have no expectation of privacy. The school reserves the right to manage and monitor all aspects of its own

resources. The following are examples of actions which may be performed for reasons deemed legitimate by the school:

1. Obtain emails, messages and their attachments transmitted to or through school-owned or operated email systems
2. Monitor an individual's use of school-owned resources
3. Locate or track the location of a school-owned resource
4. Confiscate, search, disable or wipe any school-owned device, item or their contents/data

Personal devices are private. The ITD does not and will not access personal devices.

CYBERBULLYING:

Cyberbullying is the use of technology resources to willfully harm either a person or persons through electronic systems (e.g. texts, photos, videos, messages, and social media). Examples of this behavior include but are not limited to:

1. Transmitting false, cruel, hateful or embarrassing information or media targeting others
2. Creating posts or websites that have stories, cartoons, pictures, or jokes ridiculing others
3. Unauthorized access to any resource (e.g. social media, email) for purposes of downloading or transmitting vicious or embarrassing materials
4. Engaging someone in electronic communication, tricking that person into revealing sensitive personal information and transmitting that information or media to others
5. Posting a student picture without their permission.
6. The use of derogatory comments, including those regarding race, age, gender, sexual orientation, religion, ability, political persuasion, body type, physical, or mental health.

STUDENT DEPARTURE:

1. Upon student departure (e.g. withdrawal, graduation, or expulsion) from the school, all issued items must be returned within 30 days. Contact the ITD for a schedule of mobile return locations or request prepaid return labels.
2. For information regarding technology returns, please review our *ICS Tech Center and Issued Technology Agreement* or contact ITD.

CONTACT INFORMATION:

Inspire Charter Services Information Technology Department

Phone: (626) 433-8094

- Email: tech-help@inspireschools.org
- Submit a Request: inspireschools.teamwork.com/support

DISCLAIMER & ACKNOWLEDGEMENTS:

1. The school reserves the right to modify its policies at any time.
2. All items, devices, and resources issued by the school are school property. School property must be returned or relinquished to the school upon request or departure from the school.
3. The school reserves the right to issue penalties (e.g. denial of access to resources, withholding of transcripts) or seek legal remedies in response to non-compliance.
4. Access to school technology, resources and support is a privilege, not a right. These privileges are offered at the discretion of the school.
5. The school will not be held liable for the information or data retrieved, stored, or transmitted by means of the school-owned or operated resources, devices, networks, or systems.

6. Users should not have an expectation of privacy in the use of school resources, email, systems, or networks.
7. Illegal activities performed using school devices, networks, and systems may be reported to the proper authorities when discovered.
8. The school will not be held responsible for losses or damages suffered by any user, including loss of data, interruption of service, delays, or non-deliveries.
9. School issued property reported as lost, missing or stolen may be remotely tracked, located and/or disabled at the discretion of the school.
10. The school may confiscate and search any school technology in the event of policy
11. The school is not in any way an Internet Service Provider.

USER AGREEMENT:

I have read, understand, and will abide by the above PARENT/STUDENT ACCEPTABLE USE OF TECHNOLOGY POLICY while using any school technology and other electronic resources issued, owned or operated by the school. I also give permission to collect verifiable personal information from my child (under 13 years of age) to be in compliance with the Children's Online Privacy Protection Act (COPPA). I further understand that any violation of the policies above are considered unethical and in some cases may constitute a criminal offense. Should I violate any of the policies outlined in this agreement, I understand my access to any school resource may be limited or revoked, and disciplinary and or legal action may be taken.

BY SIGNING THE PARENT/STUDENT HANDBOOK SIGNATURE OF RECEIPT AND ACKNOWLEDGEMENT SECTION, PARENT(S)/GUARDIAN(S) & STUDENT AGREE THEY HAVE READ, UNDERSTOOD, AND ACCEPT THE TERMS WITHIN THIS PARENT/STUDENT ACCEPTABLE USE OF TECHNOLOGY POLICY.

Non-Compliance Policy

Homeschool Teachers partner with families to educate students enrolled in our school. The partnership is effective if students and parents/guardians are actively participating in our program and meeting enrollment requirements.

Indications that a student is not actively participating in our program include:

- Non-attendance
- Missing or refusing to schedule meetings
- Unable to contact
- Not meeting enrollment requirements
- Not submitting requested work samples
- Making inadequate progress

In these instances, the school may:

- Contact the family by phone and email requesting resolution within two school days.
- Two school days later, if there is not a satisfactory resolution, the Homeschool Teacher will attempt to contact the family again by phone, email, and a letter of non-compliance will be sent to the address on file. The letter will request a resolution within five school days.
- If the issue is resolved, the parent/guardian and teacher will confer to review expectations and create a plan to maintain compliance.
- If the issue is not resolved, the Homeschool Teacher will attempt to contact the family again by phone, email, and a second letter of non-compliance will be sent to the address on file. The letter will request a resolution within five school days. In addition, an Administrative Conference Call will be scheduled to be held no sooner than six days of the date the letter was sent.
- It may be deemed, at that time, that independent study is not the best educational placement for the student and the student may be withdrawn.

Work Samples

To meet California Independent Study Guidelines, Work Samples will be required and collected at the end of each Learning Period. Students are required to submit work samples as requested by their Homeschool Teacher to demonstrate and document student learning. Failure to provide work samples may jeopardize your child's enrollment status at the school.

Acceptable Work Sample Criteria:

- Original or scanned PDF version
- Demonstrates neat and organized work
- Demonstrates a good reflection of your child's learning and abilities
- Includes student's name and date in the top right-hand corner
- The sample needs to be completed and dated within the collection Learning Period
- Must be non-sectarian (non-religious)

- Photographs must include a summary from the student's perspective
- Samples may be typed or handwritten by the student. Younger students may dictate to the parent to write or type for them

Non-Compliant Work Samples Include:

- Missing student first and last name
- Scanned documents that are difficult to read or are very light
- A scanned or printed document of a certificate of completion or report from an online learning platform
- Samples completed and dated not within the Learning Period
- A photograph which does not include the student's summary of the project/concept
- Incomplete worksheets or work

Testing & Assessment

Assessment data is critical to our school. Essentially, assessments are one indicator of student learning. Using assessment data is not only a healthy thing to do internally as a school community, but also a required part of the WASC accreditation process and the charter renewal process.

WASC accreditation shows that a school has met and is maintaining a high level of standards. Furthermore, having WASC accreditation validates the integrity of the school's program for transfer students and transcripts for university acceptance. Many of our families put great value on WASC accreditation. In order to receive WASC accreditation, a school must go through a rigorous process of describing, demonstrating, and evaluating its instructional program through a school-wide action plan.

It is a wonderful accomplishment for a school to be accredited, but the work is not finished. Maintaining accreditation is an ongoing cycle of managing change and improvement through regular assessment, planning, implementing, monitoring and reassessing.

Assessment data is also an important piece in our charter renewal process. All charter schools are authorized by a sponsoring school district. The authorizer is granting permission to the petitioning organization to make their own independent decisions and operate their own school. In return, the charter school needs to demonstrate compliance with the essential terms of the charter, which include Ed Code, student achievement, governance, reporting requirements, etc. Our school must remain in good standing with each authorizer. Without authorization, we have no charter! Authorizers gauge compliance and achievement with assessment data. Scores at the individual student level are never shared, and privacy of student names is maintained according to federal laws that protect students.

It is very important to the school that all students participate in school-wide assessment. We do our very best to listen to the needs of parents and students. We hope this year there are positive changes for you and your child with the different assessments.

State Standardized Tests – California Assessment of Student Performance and Progress (CAASPP)

As students of a public charter school, our students participate in the following state standardized tests:

- Grades 3 – 8 and 11: Smarter Balanced Assessment Consortium (SBAC)
- Grades 5, 8, and one time in High School during the year of their last science course: California Standards Test for Science (CAST)
- Grades 5, 7 and 9: Physical Fitness Test (PFT)
- ELPAC: English Language Proficiency Assessments for California (English Learners only)

Participation rates are critical to the success of our school. A public school is required to achieve a participation rate of 95% on any state testing. If a school has less than 95% of its students participate in any assessment, the school receives an academic performance penalty by the state of California.

School staff administers all state standardized tests at facilities located within driving distance of your home. A testing schedule will be provided to you from your teacher. Individual student performance results on statewide achievement testing are available to parents that would like a copy through our Parent Portal.

Often our families have questions or concerns about the SBAC/CAST assessments. We want our families to feel informed about assessments so they are prepared and feel more comfortable partaking. We also ask that you work closely with your teacher so your student can be assigned any designated supports that would help them during their testing session.

ELPAC: Testing for English Language Learners

California state law requires that the English Language Proficiency Assessments for California (ELPAC) be given each year to English Learners. The ELPAC is a test that measures how well a student can listen, speak, read, and write in English. The purpose of ELPAC is to ensure all students receive adequate support to succeed.

New students that have declared another language besides English on their home language survey must be assessed. This includes TK students. Students that have been previously designated as English Learners at another public school (even if it was years ago) must be tested by law every year until they reach a level of proficiency and are reclassified. At that point, they will no longer need to take the test.

Internal Diagnostic: Star 360

Our school believes that ongoing assessments will help to inform instructional practices. The Star 360 is not designed to find flaws, but rather to build strength and skills necessary to become successful in the student's educational career.

We chose Star 360 because of its adaptive and non-adaptive nature and the diagnostic tool pinpoints

students' needs down to the sub-skill level. Star 360 provides data-driven insights and support for successful implementation of standards. The school will provide the parents with the results of Star 360, so the parent and teacher can work together to create a personalized learning plan for each student.

Assessments allow our teachers to monitor student growth and performance. The questions will automatically change the level of difficulty, thus "adaptive," based on student response patterns. The non-adaptive paper and pencil version of Star 360 will allow students to show mastery in standards over the course of the year and we can still measure growth and use these assessments to drive our instruction.

Star 360 Testing will occur up to three times a year, once in the fall, winter, and spring of each year.

Records Department

The Records Department supports families by maintaining student records and will process requests for various documents such as work permits, enrollment verification, report cards, and transcripts.

Document Requested	Expected Time of Processing
Work Permit	2-3 Business Days
Enrollment Verification	2-3 Business Days
Copies of Grades & Official/Unofficial Transcripts	3-5 Business Days
Copies of CUME (Student Records)	3-5 Business Days

Work Permits

There are two types of work permits: Entertainment and Non-Entertainment

- **Entertainment Work Permits** are obtained from the entertainment industry employer, filled out, and sent to records@inspireschools.org
- **Non-Entertainment Work Permits** are different. Before the Records Department can fill out a regular work permit, the employer needs to provide the student a **B1-1** permit (think of this as the permit to attain a permit). This is important because it tells our department where the student wishes to work. Once the **B1-1** permit is sent to records@inspireschools.org, one of our Records specialists will fill it out and provide a **B1-4** at the same time. The **B1-4** is the actual permit.

Concurrent, College Enrollment

For all concurrent, college enrollment requests, please send applications and inquiries to your Guidance Counselor. There is a minimum five business day turnaround for these applications, so please plan accordingly.

Harassment

It is school policy to prohibit harassment by any means, including but not limited to: sexual, physical, verbal, written, electronic, mental, emotional and visual harassment, intimidation, bullying, and cyberbullying. Whether direct or indirect, such intentional acts substantially harm and interfere with a student's education, threaten the overall educational environment, and disrupt the operation of school.

Harassment for any reason including, but not limited to: race, religious creed (including religious dress and grooming practices), color, national origin (including language use restrictions), immigration status, citizenship status, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex (including pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy or childbirth), gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or association with a person or group with one or more of the aforementioned characteristics or any other legally protected category is a violation of both state and federal law. Verified harassers may face loss of computer or other special privileges, suspension, or expulsion. Any disciplinary action will be determined by the school administrators and board of directors. In addition, when any kind of threat is communicated or when a hate crime is committed, the administration will report such crimes to local law enforcement officials. Harassers may also be subject to civil and criminal liability for any such unlawful behavior.

The school will take measures against harassment. This includes any act that takes place on or immediately adjacent to the location of any school event, at any school-sponsored activity, on school-provided transportation, or off-campus activities that cause or threaten to cause a substantial and material disruption at school or interfere with the rights of students to be secure.

In situations in which electronic or cyberbullying originates from a non-school computer, but is brought to the attention of school officials, any disciplinary action shall be based upon whether the conduct is determined to be so severely disruptive of the educational process that it markedly interrupts or severely impedes the student learning.

It is important to understand that jokes, stories, cartoons, nicknames, the sending or posting of inappropriate and hurtful email messages, instant messages, text messages, digital pictures or images, or website postings, including blogs and comments that violate school, state, and federal law may be offensive to others and will not be tolerated.

If you feel you have been a victim of harassment or are being bullied, inform your Homeschool Teacher or school administrator immediately. Keeping quiet or ignoring the problem will not make it go away. The teacher or school administrator will document the events, contact the appropriate parties, and appropriate steps will be taken.

Expulsion & Suspension

Definition of Expulsion

Expulsion shall be defined as permanent dismissal from school, without re-enrollment privileges, and must be approved by the school board or their authorized designee.

Definition of Suspension

Suspensions shall be defined as a temporary leave of absence from school that may occur at the discretion of the individual Homeschool Teacher, Regional Administrator, or the school board.

Grounds for Suspension and Expulsion

A student may be subject to suspension and/or expulsion when it is determined that he/she, while on or within view of vendor locations, at a school-sponsored activity/field trip, or online.

- Caused, attempted to cause, or threatened to cause physical injury to another person or willfully used force or violence upon another person, except in self-defense.
- Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous objects.
- Unlawfully possessed, used, sold, or otherwise furnished, or was under the influence of, any controlled substance as defined in Health and Safety Code sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
- Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered, or otherwise furnished to any person another liquid, substance or material and represented the same as a controlled substance, alcoholic beverage or intoxicant.
- Committed or attempted to commit robbery or extortion.
- Caused or attempted to cause damage to school property or private property.
- Stole or attempted to steal school property or private property.
- Possessed or used tobacco or any products containing tobacco or nicotine products, including but not limited to: cigars, cigarettes, e-cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew, and packets. This restriction shall not prohibit a student from using or possessing his/her own prescription products.
- Committed an obscene act or engaged in habitual profanity or vulgarity.
- Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code sections 11014.5.
- Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties. This reason shall not be the basis of a suspension for children in kindergarten or any of grades 1 to 8, inclusive. This reason shall not constitute grounds for a student in kindergarten or any of grades 1 to 12, inclusive, to be recommended for expulsion.
- Knowingly received stolen school property or private property.
- Possessed an imitation firearm, such as a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, Charter School's Board of Directors, or designee(s)'s concurrence.
- Committed or attempted to commit a sexual assault as defined in Penal Code sections 261, 266c, 286, 288, 289, or of former section 288a, or committed a sexual battery as defined in

Penal Code section 243.4.

- Harassed, threatened, or intimidated a student who is a witness or complaining witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
 - Unlawfully offered, arranged to sell, or sold prescription drugs.
 - Made terrorist threats against school officials, students, and/or school property.
 - Committed sexual harassment as defined in Education Code section 212.5.
 - Caused, attempted to cause, threatened to cause, or participated in an act of hate violence as defined in Education Code section 33032.5.
 - Intentionally harassed, threatened or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder, and invading student rights by creating an intimidating or hostile educational environment including, but not limited to, acts outlined in the Harassment section.
 - Engaged in, or attempted to engage in, hazing. For purposes of this policy, “hazing” means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, that is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current or prospective student. “Hazing” does not include athletic events or school-sanctioned events.
 - Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act. “Bullying” means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
 - Placing a reasonable student or students in fear of harm to that student’s or those students’ person or property.
 - Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
 - Causing a reasonable student to experience substantial interference with his or her academic performance.
 - Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the school.
- A. “Electronic act” means the creation or transmission originated on or off the schoolsite, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
- (i) A message, text, sound, video, or image.
 - (ii) A post on a social network internet website, including, but not limited to:
 - (l) Posting to or creating a burn page. “Burn page” means an internet website created for the purpose of having one or more of the effects listed in

paragraph (1).

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

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

(iii) (I) An act of cyber sexual bullying.

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

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

(iv) Notwithstanding paragraph (A) and subparagraph (i), an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the internet or is currently posted on the internet.

B. “Reasonable pupil” means a pupil, including, but not limited to, a pupil with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of that age, or for a person of that age with the pupil's exceptional needs.

Note: Pursuant to Education Code 48900.7, the making of a terrorist threat includes any written or oral statement by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person or property damage in excess of \$1,000, with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out.

Suspension & Expulsion for Students with Disabilities

A student identified as an individual with disabilities pursuant to the Individuals with Disabilities Education Act or Section 504 of the federal Rehabilitation Act of 1973 is subject to the same grounds for suspension and expulsion which apply to general education students. All the procedural safeguards established by school policies and regulations shall be observed in considering the suspension or expulsion of students with disabilities. In the case of a suspension or an expulsion of a student identified as having Special Education needs, the school shall comply with federal and state law.

Due Process Statement

The school shall provide for the fair treatment of students facing suspension and expulsion by affording them due-process rights. Rules regarding suspension and expulsion shall be revised periodically as required by any changes in school policy, regulation, or law.

In all cases, school disciplinary policies shall afford students due process. To this end, the school board shall develop rules and regulations governing the procedures by which students may be suspended or expelled.

In the event of an expulsion, a student will be entitled to written notice of the grounds for their proposed removal and will be given a full due-process hearing in regard to the proposed expulsion. Parent(s)/guardian(s) will also be given written notice in advance of said hearing so that they may attend. The school will maintain a record of the notice and of the hearing. The student will also be entitled to appeal a decision to expel said student, pursuant to the appeal procedures established by the school board.

Grievance Policy and Procedure

Our school is committed to achieving student/family satisfaction. The following procedure was developed to ensure that student, family and staff grievances are addressed fairly by the appropriate persons in a timely manner. Discrimination against students/families on the basis of ethnicity, sex, ancestry, physical or mental disability, race, color, gender, national origin, sexual orientation or religion is prohibited.

The parent/guardian will address in writing any concern or grievance initially with the student's Homeschool Teacher and supervisor. Both Homeschool Teacher and supervisor will respond within ten school days.

If the concern or grievance is not resolved, the parent/guardian may, within ten school days, request a meeting with school leadership to discuss the concern or grievance. The school leadership will investigate and respond within 10 school days. A written email and letter will be sent to the family that will address the concern and outcome.

Family Educational Rights and Privacy Act (FERPA)

Notification of Rights under FERPA for Elementary and Secondary Schools

FERPA affords parents and students who are 18 years of age or older ("eligible students") certain rights with respect to the student's education records. These rights are:

1. The right to inspect and review the student's education records within 45 days after the day the school receives a request for access.

Parents or eligible students should submit to the school principal [or appropriate school official] a written request that identifies the records they wish to inspect. The school official will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.

2. The right to request the amendment of the student's education records that the parent or eligible student believes are inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA.

Parents or eligible students who wish to ask the school to amend a record should write the school principal [or appropriate school official], clearly identify the part of the record they want changed, and specify why it should be changed. If the school decides not to amend the record as requested by the parent or eligible student, the school will notify the parent or eligible student of the decision and of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.

3. The right to provide written consent before the school discloses personally identifiable information (PII) from the student's education records, except to the extent that FERPA authorizes disclosure without consent.

One exception, which permits disclosure without consent, is disclosure to school officials with legitimate educational interests. A school official is a person employed by the school as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or a person serving on the school board. A school official also may include a volunteer or contractor outside of the school who performs an institutional service of function for which the school would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of PII from education records, such as an attorney, auditor, medical consultant, or therapist; a parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another school official in performing his or her tasks. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility.

Upon request, the school discloses education records without consent to officials of another school district in which a student seeks or intends to enroll, or is already enrolled if the disclosure is for purposes of the student's enrollment or transfer. [Note: FERPA requires a school to make a reasonable attempt to notify the parent or student of the records request unless it states in its annual notification that it intends to forward records

on request.]

4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the school to comply with the requirements of FERPA. The name and address of the Office that administers FERPA are:

Family Policy Compliance Office
U.S. Department of Education
400 Maryland Avenue, SW
Washington, DC 20202

FERPA permits the disclosure of PII from students' education records, without consent of the parent or eligible student, if the disclosure meets certain conditions found in §99.31 of the FERPA regulations. Except for disclosures to school officials, disclosures related to some judicial orders or lawfully issued subpoenas, disclosures of directory information, and disclosures to the parent or eligible student, §99.32 of the FERPA regulations requires the school to record the disclosure. Parents and eligible students have a right to inspect and review the record of disclosures. A school may disclose PII from the education records of a student without obtaining prior written consent of the parents or the eligible student –

- To other school officials, including teachers, within the educational agency or institution whom the school has determined to have legitimate educational interests. This includes contractors, consultants, volunteers, or other parties to whom the school has outsourced institutional services or functions, provided that the conditions listed in §99.31(a)(1)(i)(B)(1) - (a)(1)(i)(B)(2) are met. (§99.31(a)(1))
- To officials of another school, school system, or institution of postsecondary education where the student seeks or intends to enroll, or where the student is already enrolled if the disclosure is for purposes related to the student's enrollment or transfer, subject to the requirements of §99.34. (§99.31(a)(2))
- To authorized representatives of the U.S. Comptroller General, the U.S. Attorney General, the U.S. Secretary of Education, or State and local educational authorities, such as the State educational agency in the parent or eligible student's State (SEA). Disclosures under this provision may be made, subject to the requirements of §99.35, in connection with an audit or evaluation of Federal- or State-supported education programs, or for the enforcement of or compliance with Federal legal requirements that relate to those programs. These entities may make further disclosures of PII to outside entities that are designated by them as their authorized representatives to conduct any audit, evaluation, or enforcement or compliance activity on their behalf. (§§99.31(a)(3) and 99.35)
- In connection with financial aid for which the student has applied or which the student has received, if the information is necessary to determine eligibility for the aid, determine the amount of the aid, determine the conditions of the aid, or enforce the terms and conditions of the aid. (§99.31(a)(4))
- To State and local officials or authorities to whom information is specifically allowed to be reported or disclosed by a State statute that concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records were released, subject to §99.38. (§99.31(a)(5))
- To organizations conducting studies for, or on behalf of, the school, in order to: (a) develop,

validate, or administer predictive tests; (b) administer student aid programs; or (c) improve instruction. (§99.31(a)(6))

- To accrediting organizations to carry out their accrediting functions. (§99.31(a)(7))
- To parents of an eligible student if the student is a dependent for IRS tax purposes. (§99.31(a)(8))
- To comply with a judicial order or lawfully issued subpoena. (§99.31(a)(9))
- To appropriate officials in connection with a health or safety emergency, subject to §99.36. (§99.31(a)(10))
- Information the school has designated as “directory information” under §99.37. (§99.31(a)(11))

Signature of Receipt & Acknowledgement

By signing, you are agreeing to the policies and procedures of the Parent Student Handbook including, but not limited to:

- Registration Requirements
- Academic Expectations
- Report Cards & Grading
- Attendance
- Non-Compliance
- Work Samples
- Technology Usage
- Testing & Assessments
- Behavioral Expectations
- Planning Amounts & Learning Plans
- Academic Integrity
- Field Trip Guidelines

Student Name (Print)

Student Signature

Date

Parent/Guardian Name (Print)

Parent/Guardian Signature

Date



EMPLOYEE HANDBOOK

2019-2020

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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 Principal, 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.

HARASSMENT

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:
 - Submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment;
 - Submission to, or rejection of, such conduct by an individual is used as a basis for employment decisions affecting such individual;
 - 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.
 - Use of derogatory remarks, insults and/or epithets.
 - 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 Principal 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 Principal 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.

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 Principal. 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.

This is called "employment at will," and no one other than the Principal 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 Principal. 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 Principal. 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 Principal. 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 Principal, Assistant Principal 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 Principal, Assistant Principal or Human Resources. Any supervisor, manager, or human resources staff member that receives complaints of retaliation must immediately inform the Principal 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 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 Principal 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 Principal.

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 doubletime. 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.

<u>Hours Worked</u>	<u>Number of Rest Periods</u>
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 effected employee will receive notice from his or her supervisor or Human Resources as soon as possible.

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 Principal 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 Principal, 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

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.

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.

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 health care 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 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 ceased 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 three (3) days of paid bereavement leave, beyond sick or personal time, due to the death of an immediate family member. This 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 advanced 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 12 paid holidays during the year:

- New Year's Day
- Martin Luther King Day
- Lincoln's Birthday
- Washington's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve Day
- 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). **3.33 hour of PTO are accrued per pay period.** Once an employee's PTO balance reaches twenty (20) days (i.e., 160 hours), the employee stops receiving any additional PTO until PTO is used and the employee's balance falls below the 20-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 .25 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.

SICK LEAVE

The School enacted this policy in accordance with the California Healthy Workplaces, Healthy Families Act to provide paid sick leave (“PSL”) to eligible employees.

Eligible Employees

All employees (including teachers, part-time and temporary employees) who work for the School more than 30 days within a year in California are allotted PSL as set forth in this policy.

Permitted Use

Eligible employees may use their allotted PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventive care for) the employee or the employee’s family member. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse as defined by California law.

Employees may also use their PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault.

Allotment

PSL days are allotted as set forth below to eligible employees:

- Full-time A-Basis, B-Basis, C-Basis, and D-Basis school based employees:
On July 1 of each year, eligible employees will be allotted ten days (80 hours) of PSL per school year (July 1 – June 30), which unused PSL days will carryover year to year subject to a cap of 18 days (144 hours). 24 hours will be front-loaded at beginning of the school year or hire date with 2.33 hours accrued per pay period. ~~Employees hired after July 1 but before December 31 will receive ten days (80 hours) of PSL on his or her first day of employment. Employees hired after December 31 will receive five days (40 hours) of PSL on his or her first day of employment.~~
- All other eligible employees:
All other eligible employees will be allotted three days (24 hours) of PSL each school year (July 1 – June 30) on July 1 or on his or her first day of employment, even if hired mid-year. PSL days are “use it or lose it” and, as such, do not carry over from year to year.

Limits on Use

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

PSL may be taken in minimum increments of .25 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.

PAID SICK LEAVE DONATION POLICY

Personal Hardship

Employees who have exhausted all paid sick leave (PSL) may request donations from co-workers through this policy. The PSL donation policy applies to employees suffering from a catastrophic illness or other medical emergency, which for the purposes of this policy, constitutes an employee's or a family member's medical condition that will require the prolonged/extended absence of the employee from duty and will result in a substantial loss of income to the employee due to the exhaustion of all PSL available.

Eligibility

Employees who are experiencing hardship due to a catastrophic illness or medical emergency are eligible to request and receive donations of PSL from other employees who have agreed to surrender leave to the School sponsored leave bank.

Requests for Donations

A written request for PSL donations that describes the specific medical emergency or medical condition must be submitted to Human Resources. Human Resources will verify the employee's eligibility, and make a written determination which will be given to the employee as soon as practical.

Donations of Paid Leave

Employees who have more than 24 hours of PSL and who wish to donate PSL to the School sponsored leave bank on behalf of an eligible employee shall complete a PSL Donation Form indicating the number of PSL hours to be donated and the employee, if any, who the employee requests receive the benefit of the donation. All such donations are voluntary and irrevocable.

1. Donating employees must maintain a minimum of 24 hours of PSL after reducing their leave balance to effect the donation.
2. In any 12-month period, no employee may donate more than 40 hours.

3. Voluntary donations of PSL are final upon submission of a signed PSL Donation Form that satisfies the conditions established by this policy. The donating employee's PSL balance account shall thereupon be reduced by the hours donated.
4. Donated hours not used by the eligible employee during the hardship period shall remain in the eligible employee's PSL account balance.
5. The names of donating employees, hours donated, and the value of such donations shall be kept confidential to the extent possible.

Valuation of Donated PSL

The value of the donated paid leave shall be determined by multiplying the number of hours donated by the donating employee's current hourly rate to determine the value of the donation in dollars ("Donation Value"). The Donation Value shall then be divided by the eligible employee's current hourly rate to determine the number of hours to be added to the eligible employee's PSL balance. Human Resources shall periodically notify the eligible employee of donations made pursuant to this policy. The eligible employee may then request to receive payment for these hours, which will be treated as taxable "wages" to such eligible employee for the payroll period utilized. No employee shall receive payment for more than 40 hours of paid leave, whether allotted or donated, during any week unless required by state or federal law.

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.

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 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 Principal.

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 Principal.

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 Principal 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 Principal.

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 Principal. 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 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 Principal, 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 Principal know in advance of publication. Your Principal 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 Principal.

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 Principal.

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 Principal;
 - Obtain an official police report documenting the theft or loss; and
 - Provide a copy of the police report to his/her immediate supervisor or Principal.

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.

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 Principal 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 Principal 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 Principal or designee shall investigate reports of Nepotism and take appropriate action. Employees are required to disclose changes in their personal situations to the Principal 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 Principal.

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 Principal.

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 Principal 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 Principal 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 Principal. 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 Principal.

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 Principal 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 Principal 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 Principal 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 or 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 Principal 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 thing 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 thing 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 Principal 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 thing 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 any funds or thing 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, thing of value or incentive must be provided to the Principal 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 test by intoxilator, 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

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 and must carry, at their own expense, the minimum insurance coverage for property damage and public liability.

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 Principal.

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 Principal 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 Principal immediately. Supervisors should arrange for the correction of any unsafe condition or concealed danger immediately and immediately contact the Principal 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 Principal.

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 Principal.

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 Principal 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 Principal. 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: _____



High School Specialist (HSS)

Job Summary:

The High School Specialist strives to support the school with specific responsibilities and support the High School Success Coordinator. The High School Specialist will hold a student roster of 28 and be compensated with a stipend of \$10,000.

Duties and Responsibilities:

- Work closely with the Director and Co-Directors of Testing, teachers, and other appropriate staff.
- Attend 2-3 Regional meetings a month and communicate HS updates and answer HS questions.
- Advise either the Freshman, Sophomore, or Junior Class. Holding Zoom meetings for them twice a month.
- Partnership with local Colleges to assist with college and career readiness
- Work closely with records to ensure high school success rate.
- Check IGP's for 9th, 10th or 11th grade. (Same as grade level they advise)
- Help HST's monitor Progress for your advisory class grade level and support them in creating catch up plans and pacing guides.
- Be the point of contact for NCAA, Middle School Students Taking HS Courses, or National Honor Society
- Assist in updating High School Section in Handbook
- Attend Work Parties to train new staff
- Give High School Information Sessions Presentations
- Attend weekly meetings/check ins with Denise Voth
- Other duties as assigned