



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

May 14, 2020 – 5:30 pm

1781 East Fir Avenue, #102

Fresno, CA 93720

Through Teleconference

Join Zoom Meeting

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

Meeting ID: 985 425 9770

Dial by your location

+1 669 900 6833 US (San Jose)

Meeting ID: 985 425 9770

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. Student Achievement
 - b. Open Enrollment Update
 - c. FCMAT Update
 - d. ICS Update
6. Discussion and Potential Action on the April Board Meeting Minutes
7. Discussion and Potential Action on the April Financials



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8. Discussion and Potential Action on the COVID-19 Plans (Executive Order: N-56-20 Operations Written Report
9. Discussion and Potential Action on the Inspire Charter Services Service Agreement
10. Discussion and Potential Action on the Board Resolution to Extend School Closure: 2020-8
11. Discussion and Potential Action on the Board Resolution to Allow HSTs to Carry Over 35 Students: 2020-9
12. Discussion and Potential Action on the Organization Chart
13. Discussion and Potential Action on the Co-Director, Regional Coordinator, Community Connections, Director of Community Connection, SST Coordinator, 504 Coordinator, Testing Coordinator, English Language Development Coordinator, High School Success Coordinator, and Counselor Compensation
14. Discussion and Potential Action on the Suicide Prevention Policy
15. Discussion and Potential Action on the Suspension and Expulsion Policy
16. Discussion and Potential Action on the Educational Vendor Policies and Procedures
17. Discussion and Potential Action on the Vendor Agreements
18. Board of Director's Requests
19. Announcement of Next Regular Scheduled Board Meeting
20. Closed Session – Public Employee Performance Evaluation
21. Adjournment



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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 with the administrative team 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 that requests are received. We ask that comments are limited to 2 minutes each, with no more than 15 minutes per single topic so that as many people as possible may be heard. 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 district staff or calendar the issue for future discussion.

Note: Yosemite Valley Charter School 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 that we may make every reasonable effort to accommodate you. (Government Code § 54954.2; Americans with Disabilities Act of 1990, § 202 (42 U.S.C. § 12132)).



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Special Board Meeting - Yosemite Valley Charter School

April 16, 2020 – 5:00 pm

1781 East Fir Avenue, #102, Fresno, CA 93720

Attendees: Debbie de Alba, Jonna Durst, Carla Moore, Trina Short, Larry Jarocki –
Teleconference

Absent: None

Also Present: Dr. Laurie Goodman, Kimmi Buzzard, Mariah Jordan, Steph Johnson –
Teleconference

1. Call to Order 2. Flag Salute	Dr. Larry Jarocki called the meeting called to order at 5:07 pm. The Flag Salute was conducted.
3. Approval of the Agenda	Motioned to Approve - Debbie de Alba Seconded - Jonna Durst -Unanimous
4. Public Comments	None
5. Principals Report a. Lottery b. Student Achievement c. State Testing d. High School Grading e. Paycheck Protection Program	The Board received an update on the Principal.
6. Discussion and Potential Action on the March Board Meeting Minutes	Motioned to Approve - Debbie de Alba Seconded - Trina Short -Unanimous
7. Discussion and Potential Action on the March Financials	Motioned to Approve - Trina Short Seconded - Jonna Durst



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	-Unanimous
8. Discussion and Potential Action on the Principal Title Change and Job Description	Motioned to Approve - Carla Moore Seconded - Debbie de Alba -Unanimous
9. Discussion and Potential Action on the Board Resolution Regarding Executive Director Authority 2020 – 5	Motioned to Approve - Jonna Durst Seconded - Trina Short -Unanimous
10. Discussion and Potential Action on the 2020 – 2021 Benefits Renewals	Motioned to Approve - Trina Short Seconded - Carla Moore -Unanimous
11. Discussion and Potential Action on the Teacher Salary Schedules	Motioned to Approve - Jonna Durst Seconded - Trina Short -Unanimous
12. Discussion and Potential Action on the Certificated Support Team Salary Schedule	Motioned to Approve - Debbie de Alba Seconded - Carla Moore -Unanimous
13. Discussion and Potential Action on the Regional Coordinators, Community Connections, and Counselor Compensation	Motioned to Approve - Trina Short Seconded - Jonna Durst -Unanimous
14. Discussion and Potential Action on the Lottery Policy	Motioned to Approve - Jonna Durst Seconded - Debbie de Alba -Unanimous
15. Discussion and Potential Action on the Field Trip Policy	Motioned to Approve - Debbie de Alba Seconded - Carla Moore -Unanimous The Board requested that training on timelines for implementation be done as needed.



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16. Discussion and Potential Action on the Educational Vendor Policies and Procedures	Motioned to Table- Trina Short Seconded - Jonna Durst -Unanimous The Board requested that numbers of students who have multi-year planning amounts be brought back at the next meeting. The board would like to know how many students this will affect and the families will need a proper notice.
17. Discussion and Potential Action on the Withdrawal Policy	Motioned to Approve - Carla Moore Seconded - Trina Short -Unanimous
18. Discussion and Potential Action on the Teacher Certification Policy	Motioned to Approve - Debbie de Alba Seconded - Jonna Durst -Unanimous
19. Discussion and Potential Action on the Teacher Certification Financial Support	Motioned to Approve - Debbie de Alba Seconded - Carla Moore -Unanimous The board approved that any existing HST can receive a \$1,000 reimbursement for a completed course, if completed by the end of the 2020-2021 school year.
20. Discussion and Potential Action on the Board Resolution – High School Graduation Requirements 2020 – 6	Motioned to Approve - Jonna Durst Seconded - Debbie de Alba -Unanimous
21. Discussion and Potential Action on Board Resolution - Requiring Leadership Team Members to Possess an Admin Credential 2020 – 7	Jonna Durst motioned to not require the administrative credential but offer \$1,000 incentive and test fee reimbursement after completion of Admin Credential.



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	Seconded - Trina Short -Unanimous
22. Discussion and Potential Action on Board Meeting Stipend	Motioned to Table- Debbie de Alba Seconded - Carla Moore -Unanimous The Board would like to research on other non-profit charter school board's stipends during this time. Kimmi Buzzard will research and bring back
23. Board of Director's Requests	Motion to Add School Closure to agenda Motioned - Debbie de Alba Seconded - Trina Short - Unanimous The board motions to extend school closure until the next board meeting, May 15th. Motioned to approve - Jonna Durst Second - Debbie de Alba -Unanimous
24. Announcement of Next Regular Scheduled Board Meeting	May 14th at 5:30 pm
25. Adjournment	Motioned to Adjourn at 7:12 pm- Carla Moore Seconded - Trina Short -Unanimous



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Special Board Meeting - Yosemite Valley Charter School

April 29, 2020 – 3:00 pm

1781 East Fir Avenue, #102, Fresno, CA 93720

Attendance: Carla Moore, Dr. Larry Jarocki, Trina Short – Teleconference

Absent: Debbie De Alba and Jonna Durst

Also Present: Bryanna Brossman, Kimmi Buzzard, Laurie Goodman, Stephanie Johnson – Teleconference

4/29/20 Agenda:

1. Call to Order 2. Flag Salute -	Dr. Larry Jarocki called the meeting to order at 3:06 pm. The Flag Salute was conducted.
3. Approval of the Agenda	Motioned to Approve - Trina Short Seconded -Carla Moore -Unanimous
4. Public Comments	None
5. Discussion and Potential Action on the Board Resolution to Apply with One or More Financial Institutions to Borrow the Maximum Qualifying Amount under the Paycheck Protection Program	Motioned to Approve - Trina Short Seconded - Carla Moore The board motioned to approve the Board Resolution To Apply with One or More Financial Institutions to Borrow the Maximum Qualifying Amount under the Paycheck Protection Program and gave Charter Impact the ability to move forward with the application. The motion was made with the conditions that if the school does receive the funds the board will look at the budget to see if they are actually needed. If the funds are not needed they will be returned. -Unanimous



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6. Adjournment	Motioned to Adjourn at 3:18 pm - Trina Short Seconded - Carla Moore -Unanimous
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Yosemite Valley Charter School

Monthly Financial Presentation – April 2020

YOSEMITE - Highlights

- Annual Projected Revenue: Increased by \$5.7K
- Annual Project Expenses: Increased by \$312k
- Annual Projected Surplus: \$1 MM

- SB740 Requirements:

In Compliance ✓

Cert.	Class.
42.7%	86.5%

*Must exceed
40% / 80%*

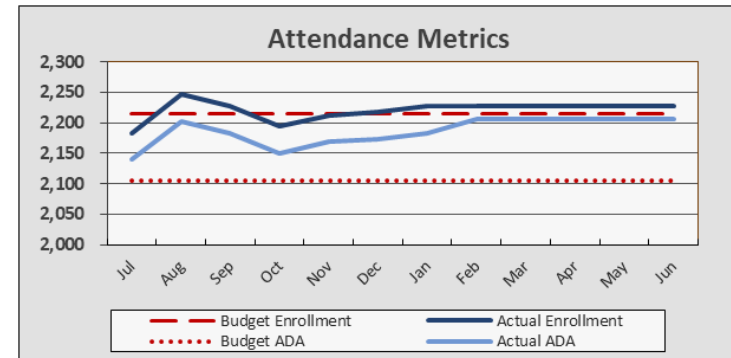
In Compliance ✓

Pupil:Teacher Ratio	
21.01	:1

*Must be equal to or less than
25:1*

YOSEMITE - Attendance

Enrollment & Per Pupil Data			
	<u>Actual</u>	<u>Forecast</u>	<u>Budget</u>
Average Enrollment	2220	2224	2215
ADA	2186	2206	2104
Attendance Rate	98.4%	99.2%	95.0%
Unduplicated %	46.5%	46.5%	46.6%
Revenue per ADA		\$10,108	\$10,017
Expenses per ADA		\$9,647	\$8,520



- Unchanged: Forecasted ADA – P2

YOSEMITE - Revenue

- Annual (+) variance remains favorable due to higher forecasted ADA vs budget.

Revenue

Year-to-Date		
Actual	Budget	Fav/(Unf)
State Aid-Rev Limit	\$ 13,714,007	\$ 13,492,260 \$ 221,747
Federal Revenue	-	111,136 (111,136)
Other State Revenue	1,202,214	1,096,411 105,803
Other Local Revenue	34,568	- 34,568
Total Revenue	\$ 14,950,789	\$ 14,699,807 \$ 250,982

Annual/Full Year		
Forecast	Budget	Fav/(Unf)
\$ 20,325,104	\$ 19,297,773	\$ 1,027,331
222,272	222,272	-
1,716,410	1,557,346	159,064
34,568	-	34,568
\$ 22,298,354	\$ 21,077,391	\$ 1,220,963

YOSEMITE - Expenses

- Projected expenses increased by \$312k:
 - Salary forecast based on payroll through 4/30.
 - April billing of software licenses.

	Year-to-Date			Annual/Full Year		
	Actual	Budget	Fav/(Unf)	Forecast	Budget	Fav/(Unf)
Expenses						
Certificated Salaries	\$ 5,685,443	\$ 5,670,213	\$ (15,230)	\$ 6,840,778	\$ 6,804,255	\$ (36,523)
Classified Salaries	257,765	50,833	(206,932)	314,958	61,000	(253,958)
Benefits	1,719,513	1,578,501	(141,012)	2,062,823	1,890,242	(172,581)
Books and Supplies	1,930,376	2,176,935	246,559	3,478,908	2,779,024	(699,884)
Subagreement Services	4,756,559	4,557,305	(199,254)	6,579,350	6,121,183	(458,167)
Operations	136,353	79,337	(57,016)	151,633	95,204	(56,429)
Facilities	3,417	244,923	241,506	3,417	293,907	290,490
Professional Services	862,993	1,755,266	892,274	1,643,941	2,391,273	747,332
Depreciation	-	-	-	-	-	-
Interest	172,015	237,500	65,485	205,593	271,400	65,807
Total Expenses	\$ 15,524,435	\$ 16,350,814	\$ 826,379	\$ 21,281,403	\$ 20,707,489	\$ (573,913)

YOSEMITE - Fund Balance

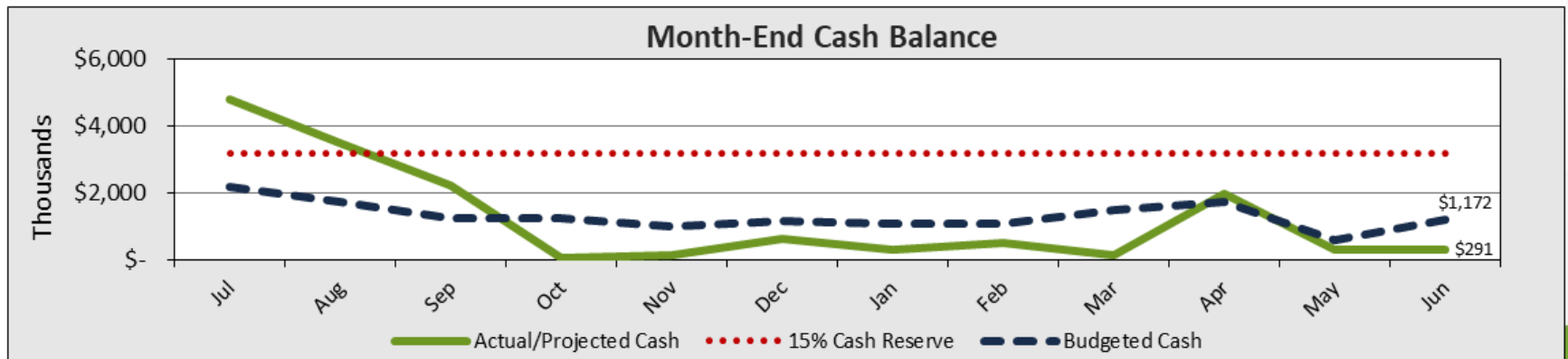
- Annual surplus projected at \$1MM- **Exceeds Budget**
- Projected reserve surpasses target.

	<i>Year-to-Date</i>		
	Actual	Budget	Fav/(Unf)
Total Surplus(Deficit)	\$ (573,647)	\$ (1,651,007)	\$ 1,077,361
Beginning Fund Balance	<u>348,273</u>	<u>348,273</u>	
Ending Fund Balance	<u>\$ (225,374)</u>	<u>\$ (1,302,734)</u>	
<i>As a % of Annual Expenses</i>	-1.1%	-6.3%	

	<i>Annual/Full Year</i>		
	Forecast	Budget	Fav/(Unf)
Total Surplus(Deficit)	\$ 1,016,951	\$ 369,901	\$ 647,050
Beginning Fund Balance	<u>348,273</u>	<u>348,273</u>	
Ending Fund Balance	<u>\$ 1,365,224</u>	<u>\$ 718,174</u>	
	6.4%	3.5%	

YOSEMITE - Cash Balance

- Cash balance remains positive through year-end.
- Cash outflow will be closely monitored until factoring becomes accessible in July.



YOSEMITE - Compliance Reporting

Due Date	Description	Completed By
May 15th extended to July 15th	Extended Due Date - Form 990 - The IRS Form 990 is the annual information return filed by most non-profit charter schools. The form should be reviewed and accepted by the Board prior to filing. During 2020 - due date has been automatically extended to July 15, 2020.	Client/Audit firm
Jun-01	Executive School Leadership Review Evaluation – The board of directors is responsible for hiring and establishing the compensation (salary and benefits) of the executive director by identifying compensation that is "reasonable and not excessive". The board conducting the review should document who was involved and the process used to conduct the review, as well as the disposition of the full board's decision to approve the executive director's compensation (minutes of a meeting are fine for this). The documentation should demonstrate that the board took the comparable data into consideration when it approved the compensation.	Client
Jun-15	Submit Charter Schools Annual Information Survey - The Charter Schools Annual Information Survey has 5 sections: location and school contact information, authorizing agency, site, curriculum and governance information, facilities, retirement and services information, and funding. The funding selection impacts how your school receives revenue payments. All charter schools must be either directly or locally funded. For example: LCFF apportionment funds for a locally funded charter school flow through its local chartering authority whereas funds for a direct funded charter school may flow directly to the county treasurer and then to the charter school. However, the funding type decision may impact the amount of other state and federal funds that a charter school receives, outside the LCFF. This decision may be reconsidered on an annual basis.	Charter Impact
Jun-25	Certification of the 2019-20 Second Principal Apportionment - The Principal Apportionment includes funding for the Local Control Funding Formula, which is the primary source of an LEA's general purpose funding; Special Education (AB 602); and funding for several other programs. The Second Principal Apportionment (P-2), certified by June 25, is based on the second period data that LEAs report to CDE in April and May. P-2 supersedes the P-1 Apportionment calculations and is the final state aid payment for the fiscal year ending in June.	Inspire Charter Services
Jun-30	Local Control and Accountability Plan and COVID-19 Operations Written Report 2020–21 LCAP Changes in Response to COVID-19 - Executive Order N-56-20 extended the deadline for adoption of the 2020–21 LCAP from July 1, 2020, to December 15, 2020. Executive Order N-56-20 requires that all LEAs complete a written report to explain the changes to program offerings that the LEA has made in response to school closures to address the COVID-19 emergency, the major impacts of such closures on students and families, and a description of how the LEA is meeting the needs of its unduplicated students. The California Department of Education (CDE) is currently developing a COVID-19 Written Report form that may be used for this	Client with Charter Impact support

YOSEMITE - Compliance Reporting cont.

Due Date	Description	Completed By
Jun-30	<p>Submit Preliminary Budget Plan to Authorizer - Charter Schools are required to submit their annual budgets to their authorizer by the authorizer-imposed deadline. Authorizers then use the budget to determine if the Charter School has reasonable financial health to sustain operations.</p> <p>The budget must be presented at the same public meeting as the COVID-19 Operations Report, following the budget hearing. COVID-19 Operations Report and budget adoption must be at least 1 day after the public hearing.</p>	Charter Impact
Jun-30	Approve school calendar and instructional minutes - 180/175 days charter schools and are allowed to shorten instructional year by 5 days without fiscal penalty. Kindergarten ~ 600 hours; Grades 1-3 ~ 840 hours; Grades 4-8 ~ 900 hours; Grades 9-12 ~ 1080 hours	Client with Charter Impact support
Jun-30	Review your Parental Involvement Policy - Every local educational agency (LEA) in California must have a parental involvement policy: Federal requirement (LEAs accepting Title I funds). State requirement (California Education Code [EC] for non-Title I schools. Parents must be involved in how the funds reserved for parental involvement will be allocated for parental involvement activities. Keep minutes and sign-in sheets documenting these discussions. The California Department of Education (CDE) reviews the Consolidated Application and Reporting System (CARS) to see if the required reservation has been made.	Client
Jun-30	Review your Homeless Education Policy - A Homeless Education Policy is used to ensure that your school is compliant with key provisions of the Education for Homeless Children and Youths Act. It is also used to collect the contact information for your required designated homeless liaisons at your school. All schools are required to establish a board approved Homeless Education Policy.	Client

YOSEMITE - Appendix

- Monthly Cash Flow / Forecast 19-20
- Budget vs. Actual
- Statement of Financial Position
- Statement of Cash Flows
- Due (To)/From All Inspire School Locations
- AP Aging

Yosemite Valley Charter School

Monthly Cash Flow/Forecast FY19-20

Revised 4/13/2020

ADA = 2206.01



	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Year-End Accruals	Annual Forecast	Original Budget Total	Favorable / (Unfav.)
Revenues																
State Aid - Revenue Limit															ADA = 2104.25	
8011 LCFF State Aid	-	814,900	814,900	1,466,820	1,466,820	1,466,820	1,466,820	1,466,820	2,014,244	2,014,244	2,014,244	2,014,244	2,303,904	19,324,780	18,317,656	1,007,124
8012 Education Protection Account	-	-	-	93,588	-	-	93,588	-	-	137,676	-	-	116,350	441,202	420,850	20,352
8019 State Aid - Prior Year	(51)	-	-	-	-	-	-	-	(3,822)	(3,822)	(3,822)	(3,822)	(3,822)	(19,161)	-	(19,161)
8096 In Lieu of Property Taxes	-	-	-	117,760	-	-	-	-	-	286,702	62,030	62,030	49,762	578,283	559,268	19,016
	(51)	814,900	814,900	1,678,168	1,466,820	1,466,820	1,560,408	1,466,820	2,010,422	2,434,800	2,072,452	2,072,452	2,466,193	20,325,104	19,297,773	1,027,331
Federal Revenue																
8181 Special Education - Entitlement	-	-	-	-	-	-	-	-	-	-	-	56,250	166,022	222,272	222,272	-
	-	-	-	-	-	-	-	-	-	-	-	56,250	166,022	222,272	222,272	-
Other State Revenue																
8311 State Special Education	48,956	48,956	-	-	-	-	352,484	-	322,671	117,275	117,275	117,275	17,270	1,142,162	1,089,475	52,686
8550 Mandated Cost	-	-	-	-	-	38,604	-	-	-	-	-	-	-	38,604	38,604	0
8560 State Lottery	-	-	-	-	-	-	-	295,389	(196,674)	95,552	-	-	262,377	456,644	429,267	27,377
8598 Prior Year Revenue	3,052	25	-	-	-	-	-	-	38,519	3,113	-	-	-	44,709	-	44,709
	52,008	48,981	-	-	-	38,604	352,484	329,681	164,516	215,940	117,275	117,275	279,647	1,716,410	1,557,346	159,064
Other Local Revenue																
8660 Interest Revenue	-	100	-	-	985	444	-	1,710	-	2,613	-	-	-	5,852	-	5,852
8699 School Fundraising	-	28,580	-	-	136	-	-	-	-	-	-	-	-	28,716	-	28,716
	-	28,680	-	-	1,121	444	-	1,710	-	2,613	-	-	-	34,568	-	34,568
Total Revenue	51,956	892,561	814,900	1,678,168	1,467,941	1,505,868	1,912,892	1,798,211	2,174,938	2,653,353	2,189,727	2,245,977	2,911,861	22,298,354	21,077,391	1,220,963
Expenses																
Certificated Salaries																
1100 Teachers' Salaries	340,126	404,462	423,937	435,546	480,766	440,219	431,109	433,100	439,718	438,584	438,584	438,584	-	5,144,737	5,247,750	103,013
1175 Teachers' Extra Duty/Stipends	16,083	32,869	65,358	71,852	74,147	74,558	75,647	74,684	130,275	78,234	76,752	76,752	-	847,213	1,154,505	307,292
1200 Pupil Support Salaries	33,724	36,222	38,720	42,833	39,329	46,328	31,612	31,262	31,748	31,748	31,748	31,748	-	427,024	-	(427,024)
1300 Administrators' Salaries	42,583	31,617	34,369	23,417	(13,267)	75,194	24,467	23,790	26,964	23,814	23,814	23,814	-	340,578	402,000	61,422
1900 Other Certificated Salaries	6,769	6,769	6,769	6,769	6,769	6,769	6,769	6,769	6,769	6,769	6,769	6,769	-	81,227	-	(81,227)
	439,286	511,939	569,153	580,417	587,745	643,068	569,605	569,606	635,475	579,150	577,668	577,668	-	6,840,778	6,804,255	(36,523)
Classified Salaries																
2100 Instructional Salaries	4,072	6,330	11,032	16,340	15,592	15,663	18,841	14,307	16,553	26,740	15,663	15,663	-	176,797	61,000	(115,797)
2200 Support Salaries	7,082	6,785	9,090	15,028	11,995	11,989	12,522	12,304	12,565	12,934	12,934	12,934	-	138,161	-	(138,161)
	11,154	13,115	20,122	31,368	27,587	27,652	31,363	26,611	29,119	39,674	28,597	28,597	-	314,958	61,000	(253,958)
Benefits																
3101 STRS	72,877	85,671	95,304	97,582	(5,842)	106,212	98,514	95,439	102,058	110,057	100,099	100,099	-	1,058,070	1,136,311	78,241
3301 OASDI	841	853	1,450	1,918	1,682	1,676	2,094	1,611	1,767	2,393	1,932	1,932	-	20,149	3,782	(16,367)
3311 Medicare	6,298	7,395	8,233	8,557	8,400	9,561	8,389	8,318	9,335	8,617	8,938	8,938	-	100,978	99,546	(1,432)
3401 Health and Welfare	(17,360)	71,695	53,486	59,539	39,946	77,935	54,266	51,270	66,122	146,527	49,167	49,167	-	701,759	505,000	(196,759)
3501 State Unemployment	4,683	3,459	18,654	7,079	268	1,045	19,473	5,844	763	967	2,891	2,891	-	68,017	49,490	(18,527)
3601 Workers' Compensation	-	9,998	6,859	4,999	7,263	6,867	5,338	4,999	4,999	45,584	8,629	8,629	-	114,165	96,114	(18,052)
3901 Other Benefits	-	-	855	-	-	-	-	-	(1,170)	0	-	-	-	(315)	-	315
	67,340	179,071	184,840	179,673	51,717	203,295	188,075	167,482	183,874	314,145	171,655	171,655	-	2,062,823	1,890,242	(172,581)
Books and Supplies																
4302 School Supplies	130,763	130,884	160,389	234,730	181,062	126,170	152,437	125,647	153,307	254,090	212,814	159,930	245,804	2,268,027	1,766,871	(501,156)
4305 Software	1,053	3,580	8,531	375	8,829	83	22,604	8,905	(2,492)	127,382	9,168	9,168	-	197,184	495,530	298,346
4310 Office Expense	160	111	863	3,155	2,329	744	1,359	2,254	1,332	2,040	2,693	2,693	-	19,735	26,905	7,170
4311 Business Meals	-	37	-	500	-	-	(133)	-	-	-	551	551	-	1,507	422	(1,085)
4400 Noncapitalized Equipment	-	-	-	-	7,891	-	-	40	20	79,344	311,424	234,035	359,700	992,455	337,021	(655,435)
	131,975	134,612	169,783	238,760	200,112	126,997	176,267	136,846	152,167	462,856	536,651	406,377	605,504	3,478,908	2,779,024	(699,884)
Subagreement Services																
5102 Special Education	14,400	12,900	67,155	34,679	117,601	105,382	148,091	49,171	217,496	49,136	104,983	104,983	-	1,025,978	953,834	(72,144)
5106 Other Educational Consultants	76,275	65,218	161,271	282,903	160,413	240,043	291,459	268,167	247,429	183,154	426,508	320,520	492,624	3,215,985	2,743,449	(472,536)
5107 Instructional Services	5,975	108,211	504,251	206,146	206,146	205,641	206,146	177,875	173,078	170,746	186,586	186,586	-	2,337,387	2,423,900	86,513
	96,651	186,330	732,677	523,728	484,160	551,066	645,696	495,213	638,003	403,035	718,077	612,090	492,624	6,579,350	6,121,183	(458,167)
Operations and Housekeeping																
5201 Auto and Travel	(1,205)	1,453	1,270	1,289	872	424	55	2,202	547	397	2,641	2,641	-	12,587	33,946	21,359
5300 Dues & Memberships	-	1,070	-	-	-	-	454	-	-	6,318	157	157	-	8,156	1,963	(6,193)
5400 Insurance	-	11,873	5,937	6,179	5,937	4,999	5,937	10,578	8,105	61,638	4,842	4,842	-	130,865	49,946	(80,919)
5901 Postage and Shipping	-	-	26	-	-	-	-	-	-	-	-	-	-	26	5,619	5,593
	(1,205)	14,396	7,232	7,468	6,809	5,423	6,446	12,779	8,652	68,353	7,640	7,640	-	151,633	95,204	(56,429)

Yosemite Valley Charter School

Monthly Cash Flow/Forecast FY19-20

Revised 4/13/2020



ADA = 2206.01

Facilities, Repairs and Other Leases

5601 Rent
5602 Additional Rent
5604 Other Leases

Professional/Consulting Services

5801 IT
5802 Audit & Taxes
5803 Legal
5804 Professional Development
5805 General Consulting
5806 Special Activities/Field Trips
5807 Bank Charges
5808 Printing
5809 Other taxes and fees
5811 Management Fee
5812 District Oversight Fee
5815 Public Relations/Recruitment

Interest

7438 Interest Expense

Total Expenses

Monthly Surplus (Deficit)

Cash Flow Adjustments

Monthly Surplus (Deficit)

Cash flows from operating activities

Public Funding Receivables
Grants and Contributions Rec.
Due To/From Related Parties
Prepaid Expenses
Other Assets
Accounts Payable
Accrued Expenses

Cash flows from financing activities

Proceeds from Debt
Payments on Debt

Total Change in Cash

Cash, Beginning of Month

Cash, End of Month

	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Year-End Accruals	Annual Forecast	Original Budget Total	Favorable / (Unfav.)
Facilities, Repairs and Other Leases																
5601 Rent	25,674	16,996	24,744	(101,765)	34,351	-	-	-	(393)	-	-	-	-	(393)	230,220	230,612
5602 Additional Rent	-	-	-	1,000	-	-	-	-	-	-	-	-	-	1,000	63,688	62,688
5604 Other Leases	-	-	-	-	1,025	2,182	2,375	1,199	-	(3,971)	-	-	-	2,810	-	(2,810)
	25,674	16,996	24,744	(100,765)	35,376	2,182	2,375	1,199	(393)	(3,971)	-	-	-	3,417	293,907	290,490
Professional/Consulting Services																
5801 IT	-	-	-	663	-	-	-	-	-	-	-	-	-	663	401	(262)
5802 Audit & Taxes	-	-	-	-	-	-	5,400	-	900	-	-	-	-	6,300	9,162	2,862
5803 Legal	19,618	390	1,903	588	3,312	-	3,118	-	-	132	4,697	4,697	-	38,456	53,768	15,312
5804 Professional Development	2,819	37,272	-	-	(8,618)	294	-	-	-	133	1,919	1,919	-	35,738	112,929	77,191
5805 General Consulting	87,039	(26,960)	(5,098)	1,900	1,296	1,250	(329)	2,733	750	250	1,241	1,241	-	65,313	77,540	12,226
5806 Special Activities/Field Trips	21,164	22,645	41,872	18,978	6,845	1,947	3,502	2,596	691	1,396	13,853	10,411	16,001	161,900	781,741	619,841
5807 Bank Charges	-	-	-	-	15	193	203	121	27	211	80	80	-	929	1,949	1,020
5808 Printing	-	-	-	-	-	-	-	-	34	-	-	-	-	34	1,180	1,146
5809 Other taxes and fees	495	872	-	535	594	1,027	(2,011)	512	520	643	880	880	-	4,948	21,793	16,845
5811 Management Fee	1,818	32,934	153,973	62,740	62,740	62,740	62,740	54,026	52,544	51,827	56,648	56,648	-	711,379	737,709	26,330
5812 District Oversight Fee	-	-	-	-	-	-	-	-	-	-	-	-	609,753	609,753	578,933	(30,820)
5815 Public Relations/Recruitment	8,300	-	-	-	-	-	(250)	-	-	478	-	-	-	8,528	14,168	5,640
	141,254	67,153	192,650	85,403	66,185	67,451	72,373	59,988	55,466	55,070	79,319	75,876	625,754	1,643,941	2,391,273	747,332
Interest																
7438 Interest Expense	16,789	16,789	16,789	18,995	17,249	17,584	17,134	17,111	16,789	16,789	16,789	16,789	-	205,593	271,400	65,807
	16,789	16,789	16,789	18,995	17,249	17,584	17,134	17,111	16,789	16,789	16,789	16,789	-	205,593	271,400	65,807
Total Expenses	928,916	1,140,402	1,917,990	1,565,046	1,476,939	1,644,718	1,709,334	1,486,836	1,719,152	1,935,101	2,136,395	1,896,691	1,723,882	21,281,403	20,707,489	(573,913)
Monthly Surplus (Deficit)	(876,960)	(247,841)	(1,103,090)	113,122	(8,997)	(138,850)	203,558	311,375	455,786	718,253	53,332	349,285	1,187,980	1,016,951	369,901	647,050
Cash Flow Adjustments														5%		
Monthly Surplus (Deficit)	(876,960)	(247,841)	(1,103,090)	113,122	(8,997)	(138,850)	203,558	311,375	455,786	718,253	53,332	349,285	1,187,980	1,016,951		
Cash flows from operating activities																
Public Funding Receivables	2,633,752	283,174	(814,900)	(717,901)	1,623,106	-	-	-	(2,010,422)	2,010,415	-	-	(2,911,861)	95,363		
Grants and Contributions Rec.	-	-	-	-	-	-	108,156	-	159,216	-	-	-	-	267,372		
Due To/From Related Parties	427,195	(1,374,224)	743,831	(1,623,252)	(245,568)	1,049,528	(448,580)	32,034	322,970	(419,336)	14,319	1,400,953	-	(120,128)		
Prepaid Expenses	(3,470)	(20,942)	930	(13,551)	41,085	(2,006,554)	339,005	(107,707)	13,207	(45,060)	-	-	-	(1,803,057)		
Other Assets	-	-	-	-	-	-	-	-	26,637	-	-	-	-	26,637		
Accounts Payable	(485,883)	40,225	47,218	(17,052)	21,263	(115,266)	206,582	(15,504)	524,615	(353,846)	-	-	1,723,882	1,576,232		
Accrued Expenses	224,155	(12,260)	(126,079)	(460,588)	(1,343,796)	1,692,348	(710,183)	(7,391)	93,969	(74,073)	(67,155)	(67,155)	-	(858,207)		
Cash flows from financing activities																
Proceeds from Debt	4,521,311	16,789	16,789	571,789	16,789	16,789	16,789	16,789	16,789	16,789	16,789	16,789	-	5,260,988		
Payments on Debt	(1,822,284)	-	-	(20,833)	(41,666)	(20,833)	(20,833)	(20,833)	-	-	(1,692,759)	(1,692,759)	-	(5,332,800)		
Total Change in Cash	4,617,816	(1,315,079)	(1,235,302)	(2,168,266)	62,215	477,161	(305,506)	208,763	(397,233)	1,853,142	(1,675,474)	7,114				
Cash, Beginning of Month	161,616	4,779,432	3,464,353	2,229,051	60,785	123,000	600,161	294,655	503,418	106,186	1,959,328	283,854				
Cash, End of Month	4,779,432	3,464,353	2,229,051	60,785	123,000	600,161	294,655	503,418	106,186	1,959,328	283,854	290,968				

Cert.	Class.
42.7%	86.5%

Pupil:Teacher Ratio	
21.01	:1

Yosemite Valley Charter School

Budget vs Actual

For the period ended April 30, 2020

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Revenues							
State Aid - Revenue Limit							
LCFF State Aid	\$ 2,014,244	\$1,870,019	\$ 144,225	\$ 12,992,388	\$ 12,707,598	\$ 284,790	\$ 18,317,656
Education Protection Account	137,676	-	137,676	324,852	315,638	9,215	420,850
State Aid - Prior Year	(3,822)	-	(3,822)	(7,695)	-	(7,695)	-
In Lieu of Property Taxes	286,702	45,122	241,580	404,462	469,024	(64,562)	559,268
Total State Aid - Revenue Limit	2,434,800	1,915,141	519,659	13,714,007	13,492,260	221,747	19,297,773
Federal Revenue							
Special Education - Entitlement	-	-	-	-	111,136	(111,136)	222,272
Total Federal Revenue	-	-	-	-	111,136	(111,136)	222,272
Other State Revenue							
State Special Education	117,275	111,294	5,981	890,342	866,888	23,454	1,089,475
Mandated Cost	-	-	-	38,604	38,604	0	38,604
State Lottery	95,552	95,460	92	194,267	190,920	3,348	429,267
Prior Year Revenue	3,113	-	3,113	44,709	-	44,709	-
Other State Revenue	-	-	-	34,292	-	34,292	-
Total Other State Revenue	215,940	206,753	9,187	1,202,214	1,096,411	105,803	1,557,346
Other Local Revenue							-
Interest Revenue	2,613	-	2,613	5,852	-	5,852	-
School Fundraising	-	-	-	28,716	-	28,716	-
Total Other Local Revenue	2,613	-	2,613	34,568	-	34,568	-
Total Revenues	\$ 2,653,353	\$2,121,894	\$ 531,459	\$ 14,950,789	\$ 14,699,807	\$ 250,982	\$ 21,077,391
Expenses							
Certificated Salaries							
Teachers' Salaries	\$ 438,584	\$ 437,313	\$ (1,271)	\$ 4,267,569	\$ 4,373,125	\$ 105,556	\$ 5,247,750
Teachers' Extra Duty/Stipends	78,234	96,209	17,974	693,708	962,088	268,379	1,154,505
Pupil Support Salaries	31,748	-	(31,748)	363,527	-	(363,527)	-
Administrators' Salaries	23,814	33,500	9,686	292,949	335,000	42,051	402,000
Other Certificated Salaries	6,769	-	(6,769)	67,689	-	(67,689)	-
Total Certificated Salaries	579,150	567,021	(12,129)	5,685,443	5,670,213	(15,230)	6,804,255
Classified Salaries							
Instructional Salaries	26,740	5,083	(21,657)	145,471	50,833	(94,638)	61,000
Support Salaries	12,934	-	(12,934)	112,294	-	(112,294)	-
Total Classified Salaries	39,674	5,083	(34,591)	257,765	50,833	(206,932)	61,000
Benefits							
State Teachers' Retirement System, certificated positions	110,057	94,693	(15,364)	857,873	946,926	89,053	1,136,311
OASDI/Medicare/Alternative, certificated positions	2,393	315	(2,077)	16,285	3,152	(13,134)	3,782
Medicare/Alternative, certificated positions	8,617	8,296	(322)	83,103	82,955	(148)	99,546
Health and Welfare Benefits, certificated positions	146,527	42,083	(104,444)	603,426	420,833	(182,593)	505,000
State Unemployment Insurance, certificated positions	967	2,475	1,507	62,235	44,541	(17,694)	49,490
Workers' Compensation Insurance, certificated positions	45,584	8,009	(37,575)	96,907	80,095	(16,812)	96,114
Other Benefits, certificated positions	0	-	(0)	(315)	-	315	-
Total Benefits	314,145	155,871	(158,275)	1,719,513	1,578,501	(141,012)	1,890,242
Books & Supplies							
Textbooks and Core Materials	-	-	-	-	18,263	18,263	18,263
Books and Reference Materials	-	-	-	-	134,013	134,013	134,013
School Supplies	254,090	174,505	(79,585)	1,649,480	1,334,414	(315,066)	1,766,871
Software	127,382	41,294	(86,088)	178,849	412,942	234,093	495,530
Office Expense	2,040	2,242	202	14,348	22,421	8,072	26,905
Business Meals	-	35	35	404	351	(53)	422
Noncapitalized Equipment	79,344	33,286	(46,058)	87,295	254,532	167,237	337,021
Total Books & Supplies	462,856	251,362	(211,495)	1,930,377	2,176,935	246,559	2,779,024
Subagreement Services							
Special Education	49,136	79,486	30,351	816,012	794,862	(21,150)	953,834
Other Educational Consultants	183,154	270,956	87,803	1,976,333	2,071,966	95,633	2,743,449
Instructional Services	170,746	244,018	73,272	1,964,215	1,690,478	(273,737)	2,423,900
Total Subagreement Services	403,035	594,460	191,425	4,756,559	4,557,306	(199,254)	6,121,183

Yosemite Valley Charter School

Budget vs Actual

For the period ended April 30, 2020

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Operations & Housekeeping							
Auto and Travel	397	2,829	2,432	7,304	28,288	20,984	33,946
Dues & Memberships	6,318	164	(6,154)	7,842	1,636	(6,206)	1,963
Insurance	61,638	4,162	(57,476)	121,182	41,622	(79,560)	49,946
Janitorial Services	-	47	47	-	468	468	562
Communications	-	264	264	-	2,641	2,641	3,169
Postage and Shipping	-	468	468	26	4,682	4,657	5,619
Total Operations & Housekeeping	68,353	7,934	(60,419)	136,353	79,337	(57,016)	95,204
Facilities, Repairs & Other Leases							
Rent	-	19,185	19,185	(393)	191,850	192,242	230,220
Additional Rent	-	5,307	5,307	1,000	53,073	52,073	63,688
Other Leases	(3,971)	-	3,971	2,810	-	(2,810)	-
Total Facilities, Repairs & Other Leases	(3,971)	24,492	28,463	3,417	244,923	241,506	293,907
Professional/Consulting Services							
IT	-	33	33	663	334	(329)	401
Audit & Taxes	-	-	-	6,300	9,162	2,862	9,162
Legal	132	4,481	4,349	29,061	44,807	15,745	53,768
Professional Development	133	9,411	9,278	31,900	94,108	62,208	112,929
General Consulting	250	6,462	6,212	62,831	64,616	1,786	77,540
Special Activities/Field Trips	1,396	77,209	75,813	121,636	590,403	468,767	781,741
Bank Charges	211	162	(49)	770	1,624	854	1,949
Printing	-	98	98	34	984	950	1,180
Other Taxes and Fees	643	1,816	1,173	3,189	18,161	14,972	21,793
Management Fee	51,827	74,266	22,439	598,082	514,493	(83,589)	737,709
District Oversight Fee	-	57,454	57,454	-	404,768	404,768	578,933
Public Relations/Recruitment	478	1,181	703	8,528	11,807	3,279	14,168
Total Professional/Consulting Services	55,070	232,573	177,503	862,993	1,755,267	892,274	2,391,273
Interest							
Interest Expense	16,789	16,950	161	172,015	237,500	65,485	271,400
Total Interest	16,789	16,950	161	172,015	237,500	65,485	271,400
Total Expenses	\$ 1,935,101	\$1,855,746	\$ (79,355)	\$ 15,524,435	\$ 16,350,814	\$ 826,379	\$ 20,707,489
Change in Net Assets	718,252	266,148	452,104	(573,647)	(1,651,007)	1,077,361	369,901
Net Assets, Beginning of Period	(943,626)			348,273			
Net Assets, End of Period	\$ (225,374)			\$ (225,374)			

Yosemite Valley Charter School

Statement of Financial Position

April 30, 2020

	Current Balance	Beginning Year Balance	YTD Change	YTD % Change
Assets				
Current Assets				
Cash & Cash Equivalents	\$ 1,959,328	\$ 161,616	\$ 1,797,712	1112%
Accounts Receivable	(8,364)	3,217,834	(3,226,198)	-100%
Public Funding Receivable	7	48,406	(48,399)	-100%
Due To/From Related Parties	1,795,303	259,904	1,535,400	591%
Prepaid Expenses	1,836,420	30,557	1,805,863	5910%
Total Current Assets	5,582,694	3,718,316	1,864,377	50%
Long-Term Assets				
Deposits	-	26,637	(26,637)	-100%
Total Long Term Assets	-	26,637	(26,637)	-100%
Total Assets	\$ 5,582,694	\$ 3,744,953	\$ 1,837,740	49%
Liabilities				
Current Liabilities				
Accounts Payable	\$ 364,215	\$ 509,058	\$ (144,843)	-28%
Accrued Liabilities	72,229	2,637,622	(2,565,394)	-97%
Notes Payable, Current Portion	5,246,624	125,000	5,121,624	4097%
Total Current Liabilities	5,683,067	3,271,680	2,411,387	74%
Long-Term Liabilities				
Notes Payable, Net of Current Portion	125,000	125,000	-	0%
Total Long-Term Liabilities	125,000	125,000	-	0%
Total Liabilities	5,808,067	3,396,680	2,411,387	71%
Total Net Assets	(225,374)	348,273	(573,647)	-165%
Total Liabilities and Net Assets	\$ 5,582,694	\$ 3,744,953	\$ 1,837,740	49%

Yosemite Valley Charter School

Statement of Cash Flows

For the period ended April 30, 2020

	Month Ended 04/30/20	YTD Ended 04/30/20
Cash Flows from Operating Activities		
Change in Net Assets	\$ 718,252	\$ (573,647)
Adjustments to reconcile change in net assets to net cash flows from operating activities:		
Decrease/(Increase) in Operating Assets:		
Public Funding Receivable	2,010,415	48,399
Grants, Contributions & Pledges Receivable	-	3,226,198
Due from Related Parties	(419,336)	(1,535,400)
Prepaid Expenses	(45,060)	(1,805,863)
Other Assets	-	26,637
(Decrease)/Increase in Operating Liabilities:		
Accounts Payable	(353,846)	(144,843)
Accrued Expenses	(74,073)	(2,565,394)
Total Cash Flows from Operating Activities	1,836,353	(3,323,912)
 Cash Flows from Financing Activities		
Proceeds from (payments on) Long-Term Debt	16,789	5,121,624
Total Cash Flows from Financing Activities	16,789	5,121,624
 Change in Cash & Cash Equivalents	1,853,141	1,797,712
Cash & Cash Equivalents, Beginning of Period	106,186	161,616
 Cash and Cash Equivalents, End of Period	\$ 1,959,327.78	\$ 1,959,328

Yosemite Valley Charter School

Due (To)/From All Inspire Charter School Locations

For the period ended April 30, 2020

	Account Balance
Due (to)/from Inspire LA	\$ (205,588)
Due (to)/from Cabrillo Point Academy	(207,410)
Due (to)/from Feather River Charter School	14,319
Due (to)/from Blue Ridge Academy	(18,735)
Due (to)/from Winship Community School	4,961
Due (to)/from Clarksville Charter School	(130)
Due (to)/from Pacific Coast Academy	1,126
Due (to)/from Inspire Charter Services	5,475,004
Due (to)/from Heartland Charter School	(409,838)
Due (to)/from Granite Mountain Charter School	(392,931)
Due (to)/from Lake View Charter School	27,781
Due (to)/from Mission Vista Academy	(1,128,108)
Due (to)/from Monarch River Academy	(1,372,137)
Due (to)/from The Cottonwood School	5,146
Due (to)/from Triumph Academy	1,841
	<hr/>
Total Due (to)/from Balance	<u><u>\$ 1,795,303</u></u>

Yosemite Valley Charter School

Accounts Payable Aging

April 30, 2020

Vendor Name	Invoice/Credit Number	Invoice Date	Date Due	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Total
Laurie Goodman	14QN-WKKK-H7CK	10/30/2019	11/26/2019	\$ -	\$ -	\$ -	\$ -	\$ (93)	\$ (93)
Bach Children's Choir	Dec19	12/18/2019	1/17/2020	-	-	-	-	437	437
Shirley Winters Ballet	15980	2/27/2020	3/1/2020	-	-	175	-	-	175
Kumon Center of Clovis	5442	2/1/2020	3/2/2020	-	-	360	-	-	360
Inspire District Office	1034	2/12/2020	3/13/2020	-	-	11,880	-	-	11,880
Fresno Jr Hockey Club	22920	2/29/2020	3/30/2020	-	-	90	-	-	90
Shirley Winters Ballet	16161	3/23/2020	4/1/2020	-	263	-	-	-	263
Shirley Winters Ballet	16162	3/23/2020	4/1/2020	-	175	-	-	-	175
Studio on the Hill	Isaiahfebaprco	3/6/2020	4/5/2020	-	150	-	-	-	150
Harley Boyer	White	3/30/2020	4/6/2020	-	(280)	-	-	-	(280)
Outschool, Inc.	13974	3/9/2020	4/8/2020	-	15	-	-	-	15
Inspire District Office	1308	3/23/2020	4/22/2020	-	139,753	-	-	-	139,753
Inspire District Office	1322	3/24/2020	4/23/2020	-	86,182	-	-	-	86,182
Brian Hammons Piano	353	3/27/2020	4/26/2020	-	240	-	-	-	240
Brian Hammons Piano	354	3/27/2020	4/26/2020	-	320	-	-	-	320
Brian Hammons Piano	355	3/27/2020	4/26/2020	-	310	-	-	-	310
Brian Hammons Piano	356	3/27/2020	4/26/2020	-	300	-	-	-	300
Studio on the Hill	inspirejayeapju	3/27/2020	4/26/2020	-	255	-	-	-	255
Studio on the Hill	everettaprjun20	3/27/2020	4/26/2020	-	180	-	-	-	180
Brian Hammons Piano	357	3/30/2020	4/29/2020	-	550	-	-	-	550
Brian Hammons Piano	358	3/30/2020	4/29/2020	-	550	-	-	-	550
Laura Porter	8 - May/Jun 2020	3/30/2020	4/29/2020	-	556	-	-	-	556
Fresno Music Academy & Arts	03302020YVSFMAA	3/31/2020	4/30/2020	1,521	-	-	-	-	1,521
Brian Hammons Piano	359	3/31/2020	4/30/2020	600	-	-	-	-	600
Christopher Trevisan	019-CZZO	3/31/2020	4/30/2020	920	-	-	-	-	920
Brian Hammons Piano	360	4/1/2020	5/1/2020	630	-	-	-	-	630
America's Kids in Motion	147-YVS	4/1/2020	5/1/2020	820	-	-	-	-	820
Elizabeth Govreau	42	4/1/2020	5/1/2020	20	-	-	-	-	20
Imm3rse.in	040120YR	4/1/2020	5/1/2020	2,700	-	-	-	-	2,700
Kasi Krauss	2020-121648	4/1/2020	5/1/2020	240	-	-	-	-	240
Steinway Piano Gallery of Fresno	69	4/1/2020	5/1/2020	954	-	-	-	-	954
Shirley Winters Ballet	16177	4/27/2020	5/1/2020	185	-	-	-	-	185
Shirley Winters Ballet	16179	4/27/2020	5/1/2020	180	-	-	-	-	180
Shirley Winters Ballet	16180	4/27/2020	5/1/2020	443	-	-	-	-	443
Shirley Winters Ballet	16181	4/27/2020	5/1/2020	180	-	-	-	-	180
Shirley Winters Ballet	16182	4/27/2020	5/1/2020	180	-	-	-	-	180
Shirley Winters Ballet	16183	4/27/2020	5/1/2020	443	-	-	-	-	443
Shirley Winters Ballet	16184	4/27/2020	5/1/2020	443	-	-	-	-	443
United Conservatory of Music	10109269	4/1/2020	5/1/2020	225	-	-	-	-	225
Melanie Suderman	INSP 62	4/1/2020	5/1/2020	450	-	-	-	-	450
Melody Piano Lessons	18	4/1/2020	5/1/2020	450	-	-	-	-	450
Pacific Martial Arts	202020	4/2/2020	5/2/2020	330	-	-	-	-	330
Pacific Martial Arts	202021	4/2/2020	5/2/2020	330	-	-	-	-	330
Pacific Martial Arts	202022	4/2/2020	5/2/2020	225	-	-	-	-	225

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Pacific Martial Arts	202023	4/2/2020	5/2/2020	225	-	-	-	-	225
Rachel Kreider	32020	4/2/2020	5/2/2020	1,080	-	-	-	-	1,080
Rainbow Resource Center	2861565	3/3/2020	5/2/2020	20	-	-	-	-	20
Rainbow Resource Center	2860482	3/3/2020	5/2/2020	113	-	-	-	-	113
Rainbow Resource Center	2860599	3/3/2020	5/2/2020	48	-	-	-	-	48
Rainbow Resource Center	2860601	3/3/2020	5/2/2020	49	-	-	-	-	49
Rainbow Resource Center	2860785	3/3/2020	5/2/2020	519	-	-	-	-	519
Rainbow Resource Center	2860933	3/3/2020	5/2/2020	55	-	-	-	-	55
Rainbow Resource Center	2860937	3/3/2020	5/2/2020	87	-	-	-	-	87
Rainbow Resource Center	2861349	3/3/2020	5/2/2020	249	-	-	-	-	249
Rainbow Resource Center	2886006	4/2/2020	5/2/2020	55	-	-	-	-	55
Rainbow Resource Center	2886020	4/2/2020	5/2/2020	120	-	-	-	-	120
Rainbow Resource Center	2886021	4/2/2020	5/2/2020	112	-	-	-	-	112
Rainbow Resource Center	2886024	4/2/2020	5/2/2020	341	-	-	-	-	341
Rainbow Resource Center	2886036	4/2/2020	5/2/2020	170	-	-	-	-	170
Rainbow Resource Center	2886038	4/2/2020	5/2/2020	40	-	-	-	-	40
Rainbow Resource Center	2886041	4/2/2020	5/2/2020	217	-	-	-	-	217
Rainbow Resource Center	2886043	4/2/2020	5/2/2020	117	-	-	-	-	117
Rainbow Resource Center	2886044	4/2/2020	5/2/2020	159	-	-	-	-	159
Rainbow Resource Center	2886046	4/2/2020	5/2/2020	41	-	-	-	-	41
Rainbow Resource Center	2886107	4/2/2020	5/2/2020	29	-	-	-	-	29
Rainbow Resource Center	2886109	4/2/2020	5/2/2020	29	-	-	-	-	29
Rainbow Resource Center	2886110	4/2/2020	5/2/2020	61	-	-	-	-	61
Rainbow Resource Center	2886282	4/2/2020	5/2/2020	32	-	-	-	-	32
Rainbow Resource Center	2886496	4/2/2020	5/2/2020	175	-	-	-	-	175
Rainbow Resource Center	2886504	4/2/2020	5/2/2020	244	-	-	-	-	244
Rainbow Resource Center	2886506	4/2/2020	5/2/2020	167	-	-	-	-	167
Rainbow Resource Center	2886533	4/2/2020	5/2/2020	109	-	-	-	-	109
Rainbow Resource Center	2886535	4/2/2020	5/2/2020	30	-	-	-	-	30
Rainbow Resource Center	2886540	4/2/2020	5/2/2020	149	-	-	-	-	149
Rainbow Resource Center	2887936	4/2/2020	5/2/2020	126	-	-	-	-	126
Rainbow Resource Center	2887941	4/2/2020	5/2/2020	145	-	-	-	-	145
Timberdoodle.com	313222	3/3/2020	5/2/2020	794	-	-	-	-	794
The Critical Thinking Co.	139401A	4/2/2020	5/2/2020	18	-	-	-	-	18
Kitchen Kid, LLC	439231508	4/2/2020	5/2/2020	145	-	-	-	-	145
Kitchen Kid, LLC	439231522	4/2/2020	5/2/2020	145	-	-	-	-	145
Kitchen Kid, LLC	439232022	4/2/2020	5/2/2020	49	-	-	-	-	49
Kitchen Kid, LLC	4392338	4/2/2020	5/2/2020	79	-	-	-	-	79
Kitchen Kid, LLC	4392345	4/2/2020	5/2/2020	79	-	-	-	-	79
Kitchen Kid, LLC	4392352	4/2/2020	5/2/2020	79	-	-	-	-	79
Kitchen Kid, LLC	43923538	4/2/2020	5/2/2020	33	-	-	-	-	33
Kitchen Kid, LLC	43923545	4/2/2020	5/2/2020	33	-	-	-	-	33
Learning Without Tears	INV64765	4/2/2020	5/2/2020	29	-	-	-	-	29
Learning Without Tears	INV65247	4/2/2020	5/2/2020	32	-	-	-	-	32
Discount School Supply	P39412960101	4/2/2020	5/2/2020	115	-	-	-	-	115
Discount School Supply	P39413300101	4/2/2020	5/2/2020	147	-	-	-	-	147

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Drew's Art Box LLC	2270-0179	4/2/2020	5/2/2020	70	-	-	-	-	70
Educational Development Corporation	DIR5724844	4/2/2020	5/2/2020	173	-	-	-	-	173
Discount School Supply	P39413020101	4/3/2020	5/3/2020	36	-	-	-	-	36
Deborah Lemen Acting Studio	1	4/3/2020	5/3/2020	350	-	-	-	-	350
BioBox Labs LLC	1190	4/3/2020	5/3/2020	161	-	-	-	-	161
BioBox Labs LLC	1198	4/3/2020	5/3/2020	161	-	-	-	-	161
Aspire Speech & Learning Center	040320BrNic	4/3/2020	5/3/2020	300	-	-	-	-	300
Aspire Speech & Learning Center	040320GiCer	4/3/2020	5/3/2020	160	-	-	-	-	160
Aspire Speech & Learning Center	040320JoNaM	4/3/2020	5/3/2020	480	-	-	-	-	480
Aspire Speech & Learning Center	040320KaSpr	4/3/2020	5/3/2020	160	-	-	-	-	160
Aspire Speech & Learning Center	040320MaHul	4/3/2020	5/3/2020	375	-	-	-	-	375
Aspire Speech & Learning Center	040320MaRo	4/3/2020	5/3/2020	80	-	-	-	-	80
Aspire Speech & Learning Center	040320PaFis	4/3/2020	5/3/2020	300	-	-	-	-	300
Aspire Speech & Learning Center	040320WaWyJ	4/3/2020	5/3/2020	1,200	-	-	-	-	1,200
Learning Without Tears	INV65319	4/3/2020	5/3/2020	154	-	-	-	-	154
Learning Without Tears	INV65334	4/3/2020	5/3/2020	40	-	-	-	-	40
Homeschool Planet	1066	4/3/2020	5/3/2020	35	-	-	-	-	35
Teaching Textbooks	27398	4/3/2020	5/3/2020	43	-	-	-	-	43
Teaching Textbooks	27400	4/3/2020	5/3/2020	43	-	-	-	-	43
Ultimate Martial Arts Inc	59	4/3/2020	5/3/2020	258	-	-	-	-	258
SpectorDance	257	4/3/2020	5/3/2020	76	-	-	-	-	76
SpectorDance	258	4/3/2020	5/3/2020	148	-	-	-	-	148
Rainbow Resource Center	2887949	4/3/2020	5/3/2020	82	-	-	-	-	82
Rainbow Resource Center	2887939	4/3/2020	5/3/2020	168	-	-	-	-	168
Rainbow Resource Center	2861362	3/4/2020	5/3/2020	173	-	-	-	-	173
Rainbow Resource Center	2861564	3/4/2020	5/3/2020	20	-	-	-	-	20
Rainbow Resource Center	2861566	3/4/2020	5/3/2020	28	-	-	-	-	28
Rainbow Resource Center	2861571	3/4/2020	5/3/2020	67	-	-	-	-	67
Rainbow Resource Center	2861575	3/4/2020	5/3/2020	300	-	-	-	-	300
Rainbow Resource Center	2861578	3/4/2020	5/3/2020	170	-	-	-	-	170
Rainbow Resource Center	2861580	3/4/2020	5/3/2020	98	-	-	-	-	98
Rainbow Resource Center	2861581	3/4/2020	5/3/2020	209	-	-	-	-	209
Rainbow Resource Center	2861584	3/4/2020	5/3/2020	464	-	-	-	-	464
Rainbow Resource Center	2862041	3/4/2020	5/3/2020	44	-	-	-	-	44
Owlcrate Enterprises Inc	INV-0090	4/3/2020	5/3/2020	219	-	-	-	-	219
Owlcrate Enterprises Inc	INV-0091	4/3/2020	5/3/2020	219	-	-	-	-	219
Owlcrate Enterprises Inc	INV-0092	4/3/2020	5/3/2020	113	-	-	-	-	113
Owlcrate Enterprises Inc	INV-0093	4/3/2020	5/3/2020	113	-	-	-	-	113
Owlcrate Enterprises Inc	INV-0094	4/3/2020	5/3/2020	232	-	-	-	-	232
Owlcrate Enterprises Inc	INV-0095	4/3/2020	5/3/2020	219	-	-	-	-	219
Math-U-See Inc.	0599620-IN	3/4/2020	5/3/2020	53	-	-	-	-	53
Rainbow Resource Center	2862047	3/5/2020	5/4/2020	40	-	-	-	-	40
Rainbow Resource Center	2862217	3/5/2020	5/4/2020	148	-	-	-	-	148
Starfall Education Foundation	2289-4831-8695	4/4/2020	5/4/2020	35	-	-	-	-	35
Cullinan Education Center, Inc.	19998	4/4/2020	5/4/2020	490	-	-	-	-	490
Evan Akuna	1018	4/4/2020	5/4/2020	225	-	-	-	-	225

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C'est La Vie Arts	33	4/4/2020	5/4/2020	240	-	-	-	-	240
Discount School Supply	P39416970101	4/5/2020	5/5/2020	160	-	-	-	-	160
Rainbow Resource Center	2862635	3/6/2020	5/5/2020	118	-	-	-	-	118
Math-U-See Inc.	0599848-IN	3/6/2020	5/5/2020	116	-	-	-	-	116
Math-U-See Inc.	0599886-IN	3/6/2020	5/5/2020	124	-	-	-	-	124
Math-U-See Inc.	0599911-IN	3/6/2020	5/5/2020	366	-	-	-	-	366
MEL Science Ltd	AD202004051	4/5/2020	5/5/2020	279	-	-	-	-	279
Mary Layman	6	4/6/2020	5/6/2020	600	-	-	-	-	600
Northwest Studio for Ballet	25	4/6/2020	5/6/2020	280	-	-	-	-	280
Outschool, Inc.	15398	4/6/2020	5/6/2020	136	-	-	-	-	136
Outschool, Inc.	15399	4/6/2020	5/6/2020	56	-	-	-	-	56
Outschool, Inc.	15400	4/6/2020	5/6/2020	90	-	-	-	-	90
Outschool, Inc.	15401	4/6/2020	5/6/2020	20	-	-	-	-	20
Outschool, Inc.	15402	4/6/2020	5/6/2020	45	-	-	-	-	45
Outschool, Inc.	15403	4/6/2020	5/6/2020	15	-	-	-	-	15
Outschool, Inc.	15404	4/6/2020	5/6/2020	45	-	-	-	-	45
Outschool, Inc.	15405	4/6/2020	5/6/2020	45	-	-	-	-	45
Outschool, Inc.	15406	4/6/2020	5/6/2020	175	-	-	-	-	175
Outschool, Inc.	15407	4/6/2020	5/6/2020	12	-	-	-	-	12
Outschool, Inc.	15408	4/6/2020	5/6/2020	250	-	-	-	-	250
Outschool, Inc.	15409	4/6/2020	5/6/2020	48	-	-	-	-	48
Outschool, Inc.	15410	4/6/2020	5/6/2020	75	-	-	-	-	75
Outschool, Inc.	15411	4/6/2020	5/6/2020	18	-	-	-	-	18
Outschool, Inc.	15412	4/6/2020	5/6/2020	30	-	-	-	-	30
Outschool, Inc.	15413	4/6/2020	5/6/2020	120	-	-	-	-	120
PresenceLearning, Inc.	INV32638	4/6/2020	5/6/2020	3,636	-	-	-	-	3,636
Rainbow Resource Center	2889764	4/6/2020	5/6/2020	67	-	-	-	-	67
Rainbow Resource Center	2889855	4/6/2020	5/6/2020	146	-	-	-	-	146
Rainbow Resource Center	2889858	4/6/2020	5/6/2020	190	-	-	-	-	190
Rainbow Resource Center	2891774	4/6/2020	5/6/2020	150	-	-	-	-	150
Rainbow Resource Center	2891776	4/6/2020	5/6/2020	85	-	-	-	-	85
Rainbow Resource Center	2891778	4/6/2020	5/6/2020	402	-	-	-	-	402
Crafty School Crates	17721	4/6/2020	5/6/2020	407	-	-	-	-	407
Beautiful Feet Books, Inc.	11774	4/6/2020	5/6/2020	155	-	-	-	-	155
Beautiful Feet Books, Inc.	11776	4/6/2020	5/6/2020	153	-	-	-	-	153
Leah Young	0120003	4/6/2020	5/6/2020	240	-	-	-	-	240
LivFit Training	18	4/6/2020	5/6/2020	774	-	-	-	-	774
Jessica Pyne	InspireFeb2020	4/6/2020	5/6/2020	240	-	-	-	-	240
Shiloh Mininger	7	4/6/2020	5/6/2020	1,380	-	-	-	-	1,380
KiwiCo, Inc	ST-IE3ISWNY	4/6/2020	5/6/2020	98	-	-	-	-	98
KiwiCo, Inc	ST-IEN5LKZY	4/6/2020	5/6/2020	98	-	-	-	-	98
Sandy Torosian	1037	4/6/2020	5/6/2020	300	-	-	-	-	300
Sandy Torosian	1039	4/6/2020	5/6/2020	60	-	-	-	-	60
Activities for Learning Inc.	379914	4/6/2020	5/6/2020	100	-	-	-	-	100
Teacher Synergy, LLC	116627932	4/15/2020	5/6/2020	15	-	-	-	-	15
Teacher Synergy, LLC	116628476	4/15/2020	5/6/2020	18	-	-	-	-	18

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Teacher Synergy, LLC	116629173	4/15/2020	5/6/2020	16	-	-	-	-	16
Teacher Synergy, LLC	116631935	4/15/2020	5/6/2020	11	-	-	-	-	11
Teaching Textbooks	27447	4/7/2020	5/7/2020	67	-	-	-	-	67
All About Learning Press, Inc.	902443	4/7/2020	5/7/2020	156	-	-	-	-	156
Willis Kempo Kung-Fu School	6	4/7/2020	5/7/2020	270	-	-	-	-	270
KiwiCo, Inc	ST-IMTNJ22I	4/7/2020	5/7/2020	189	-	-	-	-	189
Academy of Creative Education	147YVS	4/7/2020	5/7/2020	750	-	-	-	-	750
Studio on the Hill	hannahmarmay	4/7/2020	5/7/2020	512	-	-	-	-	512
The Talk Team	67451	4/7/2020	5/7/2020	50	-	-	-	-	50
The Talk Team	67452	4/7/2020	5/7/2020	50	-	-	-	-	50
The Talk Team	67453	4/7/2020	5/7/2020	50	-	-	-	-	50
The Talk Team	67454	4/7/2020	5/7/2020	50	-	-	-	-	50
The Talk Team	67455	4/7/2020	5/7/2020	150	-	-	-	-	150
The Talk Team	67456	4/7/2020	5/7/2020	100	-	-	-	-	100
The Talk Team	67457	4/7/2020	5/7/2020	100	-	-	-	-	100
The Talk Team	67458	4/7/2020	5/7/2020	50	-	-	-	-	50
The Talk Team	67459	4/7/2020	5/7/2020	100	-	-	-	-	100
The Talk Team	67460	4/7/2020	5/7/2020	50	-	-	-	-	50
The Talk Team	67461	4/7/2020	5/7/2020	230	-	-	-	-	230
The Talk Team	67462	4/7/2020	5/7/2020	100	-	-	-	-	100
The Talk Team	67463	4/7/2020	5/7/2020	50	-	-	-	-	50
The Talk Team	67464	4/7/2020	5/7/2020	50	-	-	-	-	50
The Talk Team	67465	4/7/2020	5/7/2020	50	-	-	-	-	50
The Talk Team	67466	4/7/2020	5/7/2020	108	-	-	-	-	108
The Talk Team	67467	4/7/2020	5/7/2020	50	-	-	-	-	50
The Talk Team	67468	4/7/2020	5/7/2020	100	-	-	-	-	100
The Talk Team	67469	4/7/2020	5/7/2020	100	-	-	-	-	100
The Talk Team	67470	4/7/2020	5/7/2020	165	-	-	-	-	165
The Talk Team	67471	4/7/2020	5/7/2020	50	-	-	-	-	50
The Talk Team	67472	4/7/2020	5/7/2020	100	-	-	-	-	100
The Talk Team	67473	4/7/2020	5/7/2020	50	-	-	-	-	50
The Talk Team	67474	4/7/2020	5/7/2020	150	-	-	-	-	150
The Talk Team	67475	4/7/2020	5/7/2020	100	-	-	-	-	100
The Talk Team	67476	4/7/2020	5/7/2020	165	-	-	-	-	165
The Talk Team	67477	4/7/2020	5/7/2020	100	-	-	-	-	100
The Talk Team	67478	4/7/2020	5/7/2020	100	-	-	-	-	100
The Talk Team	67479	4/7/2020	5/7/2020	50	-	-	-	-	50
The Talk Team	67480	4/7/2020	5/7/2020	50	-	-	-	-	50
The Talk Team	67481	4/7/2020	5/7/2020	100	-	-	-	-	100
The Talk Team	67482	4/7/2020	5/7/2020	100	-	-	-	-	100
Laura Latour	0004	4/7/2020	5/7/2020	140	-	-	-	-	140
Laura Latour	0005	4/7/2020	5/7/2020	200	-	-	-	-	200
Educational Services (Colette Nelson)	6	4/7/2020	5/7/2020	225	-	-	-	-	225
Crafty School Crates	17728	4/7/2020	5/7/2020	282	-	-	-	-	282
C'est La Vie Arts	35	4/8/2020	5/7/2020	120	-	-	-	-	120
Rainbow Resource Center	2892776	4/7/2020	5/7/2020	137	-	-	-	-	137

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Olga Shabanov	YVS-3 Driga	4/7/2020	5/7/2020	720	-	-	-	-	720
Marti Stevens	122	4/7/2020	5/7/2020	795	-	-	-	-	795
Math-U-See Inc.	0600060-IN	3/9/2020	5/8/2020	56	-	-	-	-	56
Rainbow Resource Center	2895809	4/8/2020	5/8/2020	17	-	-	-	-	17
Rainbow Resource Center	2895813	4/8/2020	5/8/2020	262	-	-	-	-	262
Rainbow Resource Center	2895818	4/8/2020	5/8/2020	66	-	-	-	-	66
Rainbow Resource Center	2895828	4/8/2020	5/8/2020	607	-	-	-	-	607
Rainbow Resource Center	2895836	4/8/2020	5/8/2020	71	-	-	-	-	71
Brenda Myers	27	4/8/2020	5/8/2020	240	-	-	-	-	240
Beautiful Feet Books, Inc.	11812	4/8/2020	5/8/2020	95	-	-	-	-	95
Hands 4 Building, LLC	1596	4/8/2020	5/8/2020	138	-	-	-	-	138
Lynn Herman	17	4/8/2020	5/8/2020	735	-	-	-	-	735
Rayford Shorin-Ryu	182	4/8/2020	5/8/2020	130	-	-	-	-	130
Rayford Shorin-Ryu	183	4/8/2020	5/8/2020	75	-	-	-	-	75
KiwiCo, Inc	ST-IMCBH6BY	4/8/2020	5/8/2020	65	-	-	-	-	65
TDCC LLC	452-272	4/8/2020	5/8/2020	53	-	-	-	-	53
TDCC LLC	452-273	4/8/2020	5/8/2020	53	-	-	-	-	53
Teaching Textbooks	27514	4/9/2020	5/9/2020	51	-	-	-	-	51
Teaching Textbooks	27529	4/9/2020	5/9/2020	43	-	-	-	-	43
Teaching Textbooks	27535	4/9/2020	5/9/2020	43	-	-	-	-	43
West Martial Arts	00100	4/9/2020	5/9/2020	200	-	-	-	-	200
West Martial Arts	0095	4/9/2020	5/9/2020	120	-	-	-	-	120
West Martial Arts	0096	4/9/2020	5/9/2020	120	-	-	-	-	120
West Martial Arts	0097	4/9/2020	5/9/2020	90	-	-	-	-	90
West Martial Arts	0098	4/9/2020	5/9/2020	90	-	-	-	-	90
KiwiCo, Inc	ST-ILEXIEYY	4/9/2020	5/9/2020	65	-	-	-	-	65
KiwiCo, Inc	ST-IMUSFGNY	4/9/2020	5/9/2020	65	-	-	-	-	65
KiwiCo, Inc	ST-ICSTLCAI	4/9/2020	5/9/2020	65	-	-	-	-	65
EMH Sports USA, Inc.	957-234977-3	4/9/2020	5/9/2020	425	-	-	-	-	425
Evan-Moor	INV272595	4/9/2020	5/9/2020	25	-	-	-	-	25
Home Science Tools	1000963A	4/9/2020	5/9/2020	95	-	-	-	-	95
Home Science Tools	990306A	3/10/2020	5/9/2020	44	-	-	-	-	44
Easy Does It Farms	0003	4/9/2020	5/9/2020	1,615	-	-	-	-	1,615
Rainbow Resource Center	2833534	3/10/2020	5/9/2020	162	-	-	-	-	162
Rainbow Resource Center	2861348	3/10/2020	5/9/2020	162	-	-	-	-	162
Rainbow Resource Center	2863851	3/10/2020	5/9/2020	476	-	-	-	-	476
Rainbow Resource Center	2863852	3/10/2020	5/9/2020	221	-	-	-	-	221
Rainbow Resource Center	2864911	3/11/2020	5/10/2020	96	-	-	-	-	96
Rainbow Resource Center	2864915	3/11/2020	5/10/2020	56	-	-	-	-	56
Rainbow Resource Center	2864917	3/11/2020	5/10/2020	137	-	-	-	-	137
Rainbow Resource Center	2864919	3/11/2020	5/10/2020	134	-	-	-	-	134
Rainbow Resource Center	2833711	3/11/2020	5/10/2020	158	-	-	-	-	158
Rainbow Resource Center	2834170	3/11/2020	5/10/2020	23	-	-	-	-	23
Michailia R. Massong	105	3/11/2020	5/10/2020	270	-	-	-	-	270
Rainbow Resource Center	2899926	4/10/2020	5/10/2020	40	-	-	-	-	40
Rainbow Resource Center	2899935	4/10/2020	5/10/2020	64	-	-	-	-	64

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eat2explore	100713	4/10/2020	5/10/2020	110	-	-	-	-	110
Tina M. Carter	048	4/10/2020	5/10/2020	1,890	-	-	-	-	1,890
United Conservatory of Music	10231644	4/10/2020	5/10/2020	950	-	-	-	-	950
Rayford Shorin-Ryu	184	4/11/2020	5/11/2020	390	-	-	-	-	390
Home Science Tools	990838A	3/12/2020	5/11/2020	198	-	-	-	-	198
Math-U-See Inc.	0600775-IN	3/12/2020	5/11/2020	56	-	-	-	-	56
Math-U-See Inc.	0600777-IN	3/12/2020	5/11/2020	262	-	-	-	-	262
Math-U-See Inc.	0600784-IN	3/12/2020	5/11/2020	68	-	-	-	-	68
Rainbow Resource Center	2865802	3/12/2020	5/11/2020	65	-	-	-	-	65
Rainbow Resource Center	2866076	3/13/2020	5/12/2020	105	-	-	-	-	105
Rainbow Resource Center	2866206	3/13/2020	5/12/2020	70	-	-	-	-	70
Rainbow Resource Center	2866212	3/13/2020	5/12/2020	117	-	-	-	-	117
Rainbow Resource Center	2866394	3/13/2020	5/12/2020	159	-	-	-	-	159
All About Learning Press, Inc.	902210	3/13/2020	5/12/2020	123	-	-	-	-	123
All About Learning Press, Inc.	902211	3/13/2020	5/12/2020	102	-	-	-	-	102
All About Learning Press, Inc.	902212	3/13/2020	5/12/2020	102	-	-	-	-	102
All About Learning Press, Inc.	902213	3/13/2020	5/12/2020	91	-	-	-	-	91
Yuliya Hess	506	4/13/2020	5/13/2020	540	-	-	-	-	540
Wonder Crate	I101	4/14/2020	5/14/2020	81	-	-	-	-	81
Teacher Synergy, LLC	117236423	4/23/2020	5/14/2020	15	-	-	-	-	15
Teaching Textbooks	27551	4/14/2020	5/14/2020	199	-	-	-	-	199
KiwiCo, Inc	ST-IB2RYOGI	4/14/2020	5/14/2020	65	-	-	-	-	65
KiwiCo, Inc	ST-IOMJAGDQ	4/14/2020	5/14/2020	65	-	-	-	-	65
California Arts Academy	1867	4/14/2020	5/14/2020	350	-	-	-	-	350
California Arts Academy	1869	4/14/2020	5/14/2020	340	-	-	-	-	340
California Arts Academy	1870	4/14/2020	5/14/2020	340	-	-	-	-	340
California Arts Academy	1871	4/14/2020	5/14/2020	300	-	-	-	-	300
California Arts Academy	1881	4/14/2020	5/14/2020	325	-	-	-	-	325
Christine Echeverri	00216	4/14/2020	5/14/2020	46	-	-	-	-	46
Dennis Murphy School of Music	52	4/15/2020	5/15/2020	90	-	-	-	-	90
E-Therapy LLC	12530	4/15/2020	5/15/2020	38	-	-	-	-	38
Beautiful Feet Books, Inc.	11676	3/16/2020	5/15/2020	226	-	-	-	-	226
KiwiCo, Inc	ST-IOZJFEJA	4/15/2020	5/15/2020	157	-	-	-	-	157
Logic of English	INV8847	4/15/2020	5/15/2020	161	-	-	-	-	161
Little Passports	111975433	4/15/2020	5/15/2020	194	-	-	-	-	194
Little Passports	111975437	4/15/2020	5/15/2020	162	-	-	-	-	162
Little Passports	112131592	4/15/2020	5/15/2020	131	-	-	-	-	131
Little Passports	112131615	4/15/2020	5/15/2020	110	-	-	-	-	110
Little Passports	112131638	4/15/2020	5/15/2020	110	-	-	-	-	110
Little Passports	112131640	4/15/2020	5/15/2020	130	-	-	-	-	130
Isaac Yarrell	6	4/15/2020	5/15/2020	140	-	-	-	-	140
JacKris Publishing, LLC	904	4/15/2020	5/15/2020	62	-	-	-	-	62
Jerre Reis	53	4/15/2020	5/15/2020	520	-	-	-	-	520
The Regents of The University of California	57414410	4/15/2020	5/15/2020	81	-	-	-	-	81
KiwiCo, Inc	ST-IMM6I54Q	4/15/2020	5/15/2020	97	-	-	-	-	97
KiwiCo, Inc	ST-IFJK2RSY	4/15/2020	5/15/2020	120	-	-	-	-	120

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KiwiCo, Inc	ST-IFO426NY	4/15/2020	5/15/2020	120	-	-	-	-	120
KiwiCo, Inc	ST-IGQT35YA	4/15/2020	5/15/2020	89	-	-	-	-	89
KiwiCo, Inc	ST-IHMC7LWY	4/15/2020	5/15/2020	174	-	-	-	-	174
Sona Atoyan	68	4/15/2020	5/15/2020	600	-	-	-	-	600
Think Outside, LLC	20220	4/15/2020	5/15/2020	148	-	-	-	-	148
Moving Beyond the Page	212077	4/15/2020	5/15/2020	422	-	-	-	-	422
Moving Beyond the Page	212086	4/15/2020	5/15/2020	339	-	-	-	-	339
Mathnasium of Burbank	1672-200484	4/15/2020	5/15/2020	230	-	-	-	-	230
Melanie Suderman	INSP 65	4/16/2020	5/16/2020	95	-	-	-	-	95
Rainbow Resource Center	2866726	3/17/2020	5/16/2020	222	-	-	-	-	222
Rainbow Resource Center	2866775	3/17/2020	5/16/2020	20	-	-	-	-	20
Rainbow Resource Center	2866776	3/17/2020	5/16/2020	38	-	-	-	-	38
Rainbow Resource Center	2867341	3/17/2020	5/16/2020	22	-	-	-	-	22
Rainbow Resource Center	2867543	3/17/2020	5/16/2020	38	-	-	-	-	38
Rainbow Resource Center	2905972	4/16/2020	5/16/2020	38	-	-	-	-	38
KiwiCo, Inc	ST-IMX42JWY	4/16/2020	5/16/2020	65	-	-	-	-	65
Amazon Capital Services	16KL-YPWG-3JNP	4/16/2020	5/16/2020	30	-	-	-	-	30
Amazon Capital Services	17D4-W6P4-96JF	4/16/2020	5/16/2020	171	-	-	-	-	171
Beautiful Feet Books, Inc.	11830	4/16/2020	5/16/2020	115	-	-	-	-	115
Brian Hammons Piano	363	4/16/2020	5/16/2020	208	-	-	-	-	208
Brian Hammons Piano	364	4/16/2020	5/16/2020	289	-	-	-	-	289
Brian Hammons Piano	365	4/16/2020	5/16/2020	125	-	-	-	-	125
Beautiful Feet Books, Inc.	11689	3/18/2020	5/17/2020	16	-	-	-	-	16
Dolce Dance Studio	0006	4/17/2020	5/17/2020	405	-	-	-	-	405
Dolce Dance Studio	0007	4/17/2020	5/17/2020	203	-	-	-	-	203
LEGO Education	1190422712	4/17/2020	5/17/2020	232	-	-	-	-	232
Amazon Capital Services	1DCC-PYTH-6ND6	4/17/2020	5/17/2020	73	-	-	-	-	73
Teaching Textbooks	27598	4/17/2020	5/17/2020	113	-	-	-	-	113
Rainbow Resource Center	2907632	4/17/2020	5/17/2020	55	-	-	-	-	55
ShillerLearning	266208	4/17/2020	5/17/2020	316	-	-	-	-	316
Rainbow Resource Center	2907543	4/17/2020	5/17/2020	94	-	-	-	-	94
Rainbow Resource Center	2868623	3/18/2020	5/17/2020	178	-	-	-	-	178
Rainbow Resource Center	2868922	3/18/2020	5/17/2020	153	-	-	-	-	153
Rainbow Resource Center	2868973	3/18/2020	5/17/2020	28	-	-	-	-	28
Rainbow Resource Center	2869002	3/18/2020	5/17/2020	259	-	-	-	-	259
Rainbow Resource Center	2866718	3/17/2020	5/17/2020	29	-	-	-	-	29
Rainbow Resource Center	2869776	3/19/2020	5/18/2020	117	-	-	-	-	117
Rainbow Resource Center	2869842	3/19/2020	5/18/2020	42	-	-	-	-	42
Rainbow Resource Center	2866498	3/17/2020	5/18/2020	195	-	-	-	-	195
Math-U-See Inc.	0602055-IN	3/19/2020	5/18/2020	124	-	-	-	-	124
C'est La Vie Arts	36	4/18/2020	5/18/2020	480	-	-	-	-	480
Beautiful Feet Books, Inc.	11693	3/19/2020	5/18/2020	212	-	-	-	-	212
Brian Hammons Piano	368	4/18/2020	5/18/2020	390	-	-	-	-	390
Brian Hammons Piano	369	4/18/2020	5/18/2020	390	-	-	-	-	390
Brian Hammons Piano	370	4/18/2020	5/18/2020	390	-	-	-	-	390
Brian Hammons Piano	361	4/18/2020	5/18/2020	480	-	-	-	-	480

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Think Outside, LLC	20262	4/19/2020	5/19/2020	148	-	-	-	-	148
Susan Hancock	43	4/19/2020	5/19/2020	900	-	-	-	-	900
Amazon Capital Services	1CT6-FDNW-3YMN	4/19/2020	5/19/2020	38	-	-	-	-	38
KiwiCo, Inc	ST-INAL52BY	4/19/2020	5/19/2020	65	-	-	-	-	65
KiwiCo, Inc	ST-INDWXU6Y	4/19/2020	5/19/2020	66	-	-	-	-	66
KiwiCo, Inc	ST-INMBYIHI	4/19/2020	5/19/2020	66	-	-	-	-	66
KiwiCo, Inc	ST-IMMLCYTY	4/19/2020	5/19/2020	65	-	-	-	-	65
KiwiCo, Inc	ST-IMSO4Z6I	4/19/2020	5/19/2020	130	-	-	-	-	130
Math-U-See Inc.	0602168-IN	3/20/2020	5/19/2020	122	-	-	-	-	122
Math-U-See Inc.	0602403-IN	3/20/2020	5/19/2020	431	-	-	-	-	431
Rainbow Resource Center	2870888	3/20/2020	5/19/2020	46	-	-	-	-	46
Rainbow Resource Center	2871029	3/20/2020	5/19/2020	436	-	-	-	-	436
Rainbow Resource Center	2871030	3/20/2020	5/19/2020	227	-	-	-	-	227
Piano Lessons with Kim Schapansky	9	4/20/2020	5/20/2020	100	-	-	-	-	100
Rachel Robbins	1906	4/20/2020	5/20/2020	440	-	-	-	-	440
KiwiCo, Inc	ST-ILFZKFKQ	4/20/2020	5/20/2020	97	-	-	-	-	97
KiwiCo, Inc	ST-IMACCYEA	4/20/2020	5/20/2020	97	-	-	-	-	97
Aikido of Fresno	000Key-2-20	4/20/2020	5/20/2020	1,085	-	-	-	-	1,085
All About Learning Press, Inc.	902496	4/20/2020	5/20/2020	272	-	-	-	-	272
The Dance Center	April 2020	4/20/2020	5/20/2020	890	-	-	-	-	890
Rainbow Resource Center	2911078	4/20/2020	5/20/2020	159	-	-	-	-	159
Christopher Trevisan	020-CZZO	4/20/2020	5/20/2020	920	-	-	-	-	920
Clear Water Press	2020-11452	4/20/2020	5/20/2020	252	-	-	-	-	252
Educational Development Corporation	DIR5805833	4/20/2020	5/20/2020	238	-	-	-	-	238
Inspire District Office	1849	4/20/2020	5/20/2020	3,420	-	-	-	-	3,420
Inspire District Office	1863	4/20/2020	5/20/2020	1,890	-	-	-	-	1,890
Inspire District Office	1876	4/20/2020	5/20/2020	9,477	-	-	-	-	9,477
Inspire District Office	1903	4/20/2020	5/20/2020	6,750	-	-	-	-	6,750
History Unboxed LLC	wc-6969HU	4/20/2020	5/20/2020	168	-	-	-	-	168
LEGO Education	1190424673	4/21/2020	5/21/2020	241	-	-	-	-	241
Layne Williams	04212020-2300-01	4/21/2020	5/21/2020	45	-	-	-	-	45
Brian Hammons Piano	371	4/21/2020	5/21/2020	996	-	-	-	-	996
Brian Hammons Piano	372	4/21/2020	5/21/2020	996	-	-	-	-	996
Shakespeare Kids	8	4/21/2020	5/21/2020	165	-	-	-	-	165
Studio on the Hill	isaiahcomayjun	4/21/2020	5/21/2020	35	-	-	-	-	35
Studio on the Hill	isaiahhipmayjun	4/21/2020	5/21/2020	35	-	-	-	-	35
Studio on the Hill	isaiahtumblmayjun	4/21/2020	5/21/2020	35	-	-	-	-	35
Educational Development Corporation	DIR5826771	4/22/2020	5/22/2020	112	-	-	-	-	112
Educational Development Corporation	DIR5826772	4/22/2020	5/22/2020	374	-	-	-	-	374
Discount School Supply	P39434370101	4/22/2020	5/22/2020	59	-	-	-	-	59
Learning Without Tears	INV70506	4/22/2020	5/22/2020	52	-	-	-	-	52
Elizabeth Tanguay	004	4/22/2020	5/22/2020	1,800	-	-	-	-	1,800
Hooked on Phonics	HOP1078	4/22/2020	5/22/2020	313	-	-	-	-	313
Moving Beyond the Page	212488	4/22/2020	5/22/2020	16	-	-	-	-	16
Owlcrate Enterprises Inc	INV-0158	4/22/2020	5/22/2020	113	-	-	-	-	113
Owlcrate Enterprises Inc	INV-0159	4/22/2020	5/22/2020	119	-	-	-	-	119

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Owlcrate Enterprises Inc	INV-0160	4/22/2020	5/22/2020	232	-	-	-	-	232
Rainbow Resource Center	2872009	3/23/2020	5/22/2020	158	-	-	-	-	158
Rainbow Resource Center	2872014	3/23/2020	5/22/2020	42	-	-	-	-	42
Rainbow Resource Center	2872016	3/23/2020	5/22/2020	23	-	-	-	-	23
Rainbow Resource Center	2872131	3/23/2020	5/22/2020	15	-	-	-	-	15
Rainbow Resource Center	2872394	3/23/2020	5/22/2020	110	-	-	-	-	110
Rainbow Resource Center	2873204	3/23/2020	5/22/2020	107	-	-	-	-	107
Rainbow Resource Center	2873185	3/23/2020	5/22/2020	121	-	-	-	-	121
Rainbow Resource Center	2873189	3/24/2020	5/23/2020	103	-	-	-	-	103
Rainbow Resource Center	2873154	3/24/2020	5/23/2020	38	-	-	-	-	38
Home Science Tools	1005895A	4/23/2020	5/23/2020	81	-	-	-	-	81
Kitchen Kid, LLC	4394417	4/23/2020	5/23/2020	79	-	-	-	-	79
Kitchen Kid, LLC	4394425	4/23/2020	5/23/2020	79	-	-	-	-	79
Kitchen Kid, LLC	4394453	4/23/2020	5/23/2020	79	-	-	-	-	79
Kitchen Kid, LLC	43944588	4/23/2020	5/23/2020	33	-	-	-	-	33
Kitchen Kid, LLC	4394488	4/23/2020	5/23/2020	79	-	-	-	-	79
Discount School Supply	P39434380101	4/23/2020	5/23/2020	91	-	-	-	-	91
Brian Hammons Piano	373	4/23/2020	5/23/2020	799	-	-	-	-	799
The Lampo Group, LLC	8374796	4/23/2020	5/23/2020	93	-	-	-	-	93
Teacher Synergy, LLC	117204285	4/23/2020	5/23/2020	232	-	-	-	-	232
Simon Villalobos	25	4/23/2020	5/23/2020	1,200	-	-	-	-	1,200
United Conservatory of Music	10268763	4/24/2020	5/24/2020	800	-	-	-	-	800
Teaching Textbooks	27619	4/24/2020	5/24/2020	43	-	-	-	-	43
Teaching Textbooks	27626	4/24/2020	5/24/2020	43	-	-	-	-	43
Teaching Textbooks	27633	4/24/2020	5/24/2020	55	-	-	-	-	55
Teaching Textbooks	27638	4/24/2020	5/24/2020	43	-	-	-	-	43
Teaching Textbooks	27644	4/24/2020	5/24/2020	67	-	-	-	-	67
All About Learning Press, Inc.	902517	4/24/2020	5/24/2020	199	-	-	-	-	199
All About Learning Press, Inc.	902530	4/24/2020	5/24/2020	52	-	-	-	-	52
Yuko Ray	152	4/24/2020	5/24/2020	240	-	-	-	-	240
Benjamin Napoles	114	4/24/2020	5/24/2020	225	-	-	-	-	225
Benjamin Napoles	115	4/24/2020	5/24/2020	225	-	-	-	-	225
GL Kenpo	20202	4/24/2020	5/24/2020	1,220	-	-	-	-	1,220
Guido's Martial Arts Academy	DNAGY0305	4/24/2020	5/24/2020	537	-	-	-	-	537
Home Science Tools	1005808A	4/24/2020	5/24/2020	88	-	-	-	-	88
Rainbow Resource Center	2875080	3/25/2020	5/24/2020	71	-	-	-	-	71
Michael A. Manjarrez	14242020	4/24/2020	5/24/2020	480	-	-	-	-	480
Rainbow Resource Center	2842536	3/26/2020	5/25/2020	101	-	-	-	-	101
Discount School Supply	P39440760101	4/25/2020	5/25/2020	142	-	-	-	-	142
Discount School Supply	P39413600103	4/25/2020	5/25/2020	278	-	-	-	-	278
Wonder Crate	I107	4/25/2020	5/25/2020	80	-	-	-	-	80
Amazon Capital Services	1913-GPM7-WY36	4/25/2020	5/25/2020	124	-	-	-	-	124
Amazon Capital Services	1QRY-9M3J-TTMN	4/25/2020	5/25/2020	21	-	-	-	-	21
Studio on the Hill	isabapjunhip	4/25/2020	5/25/2020	342	-	-	-	-	342
Studio on the Hill	alyseapjuncon	4/25/2020	5/25/2020	347	-	-	-	-	347
Rayford Shorin-Ryu	185	4/25/2020	5/25/2020	195	-	-	-	-	195

Yosemite Valley Charter School

Accounts Payable Aging

April 30, 2020

Vendor Name	Invoice/Credit Number	Invoice Date	Date Due	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Total
Amazon Capital Services	1K7Q-QJV6-6GQN	4/26/2020	5/26/2020	18	-	-	-	-	18
Math-U-See Inc.	0603883-IN	3/27/2020	5/26/2020	116	-	-	-	-	116
Rainbow Resource Center	2878331	3/27/2020	5/26/2020	32	-	-	-	-	32
Rainbow Resource Center	2878332	3/27/2020	5/26/2020	20	-	-	-	-	20
Rainbow Resource Center	2878333	3/27/2020	5/26/2020	20	-	-	-	-	20
Rainbow Resource Center	2878334	3/27/2020	5/26/2020	33	-	-	-	-	33
Rainbow Resource Center	2878368	3/27/2020	5/26/2020	65	-	-	-	-	65
Rainbow Resource Center	2879709	3/30/2020	5/29/2020	369	-	-	-	-	369
Rainbow Resource Center	2881501	3/30/2020	5/29/2020	27	-	-	-	-	27
Math-U-See Inc.	0604237-IN	3/30/2020	5/29/2020	56	-	-	-	-	56
Inspire District Office	INSPC-111	5/1/2020	5/31/2020	243,234	-	-	-	-	243,234
Math-U-See Inc.	0604906-IN	4/2/2020	6/1/2020	116	-	-	-	-	116
Rainbow Resource Center	2891775	4/4/2020	6/3/2020	493	-	-	-	-	493
Math-U-See Inc.	0605556-IN	4/6/2020	6/5/2020	56	-	-	-	-	56
Math-U-See Inc.	0605557-IN	4/6/2020	6/5/2020	56	-	-	-	-	56
Math-U-See Inc.	0605753-IN	4/7/2020	6/6/2020	193	-	-	-	-	193
Math-U-See Inc.	0605759-IN	4/7/2020	6/6/2020	56	-	-	-	-	56
Math-U-See Inc.	0606122-IN	4/8/2020	6/7/2020	166	-	-	-	-	166
Math-U-See Inc.	0606123-IN	4/8/2020	6/7/2020	116	-	-	-	-	116
Math-U-See Inc.	0606124-IN	4/8/2020	6/7/2020	61	-	-	-	-	61
LEGO Education	1190423508	4/14/2020	6/13/2020	232	-	-	-	-	232
Math-U-See Inc.	0607120-IN	4/15/2020	6/14/2020	116	-	-	-	-	116
Math-U-See Inc.	0607126-IN	4/15/2020	6/14/2020	243	-	-	-	-	243
Math-U-See Inc.	0607127-IN	4/15/2020	6/14/2020	56	-	-	-	-	56
Math-U-See Inc.	0607130-IN	4/15/2020	6/14/2020	116	-	-	-	-	116
Math-U-See Inc.	0608126-IN	4/20/2020	6/19/2020	193	-	-	-	-	193
Home Science Tools	1005896A	4/27/2020	6/26/2020	349	-	-	-	-	349
Total Outstanding Payables in April				<u>\$ 365,080</u>	<u>\$ 229,520</u>	<u>\$ 12,505</u>	<u>\$ -</u>	<u>\$ 344</u>	<u>\$ 607,449</u>

COVID-19 Operations Written Report

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone	Date of Adoption
Yosemite Valley Charter School	Dr. Laurie Goodman, Executive Director	laurie@inspireschools.org (559) 754-1442 ext. 4220	May Board Meeting

Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broader understanding of the changes your LEA has put in place. LEAs are strongly encouraged to provide descriptions that do not exceed 300 words.

Provide an overview explaining the changes to program offerings that the LEA has made in response to school closures to address the COVID-19 emergency and the major impacts of the closures on students and families.

As a non-classroom-based independent study work charter school, we provide homeschooling families with a variety of curriculum delivery options, including online instruction courses led by credentialed teachers, offline courses, and virtual courses that employ built-in accommodations, teacher support, performance tasks, and progress monitoring. Families select the combination of systems that best suit student learning needs and interests. We ensure students are engaged in appropriate educational activities on instructional days, assess the time value of independent work, and the quality of contemporaneous work samples. As we have done before our extended closure, we discuss with each family the curriculum delivery options available during the COVID19 shelter in place restrictions. Below are the three distance learning options offered to families during our extended COVID19 closure:

1) Teacher-Directed Instructional Model

- Teacher and families select materials (e.g., digital links, digitized materials, district-adopted textbooks)
- Students engage through recorded (asynchronous) and live sessions (synchronous) using digital platforms such as Zoom
- Teacher prioritizes learning goals, determines full or partial online equivalent, or needed adjustments
- Teacher communicates with students and families through phone or other agreed-upon digital platforms

2) Online Instructional Model

- Instruction provided through district-licensed online content resources (e.g., Edgenuity)
- Students engage through menu-driven activities allowing for self-pacing, monitoring of student learning
- Credentialed teacher communicates with students and families through district-licensed online content resources, phone, or other agreed-upon digital platforms

3) Blended Instructional Model

- Teacher and families select materials (e.g., digital links, digitized materials, district-adopted textbooks)
- Students engage through a combination of recorded/live sessions using a digital platform such as Zoom, and through district-licensed online content resources (e.g., Edgenuity)

- Teacher enhances district-licensed online content resources (e.g., Edgenuity) by prioritizes learning goals, determines full or partial online equivalent, or needed adjustments
- Teacher communicates with students and families through phone or other digital platforms selected by the teacher

Provide a description of how the LEA is meeting the needs of its English learners, foster youth, and low-income students.

We realize the COVID19 crises adversely affects all students, particularly those who are considered most vulnerable. To mitigate these effects, we have:

- Proactively communicating the availability of community services and resources, including meals and childcare for students
- Added social-emotional learning (See next section) to our curriculum,
- Prioritized fewer learning goals, identified course sequence changes, implemented an appropriate grading policy, and
- Providing on-going support and monitoring for all families with virtual one-on-one meetings as well as community virtual events.

Nearly 46% of our students live in low-income households, and approximately 1.1% are homeless or are in foster care. Our non-classroom-based independent study platform includes access to the technology needed to participate in a distance learning environment effectively, including high-speed internet access. From a technology access perspective, the transition to our shelter in place learning options was relatively smooth. However, as mentioned, we nonetheless administered surveys to help identify new needs.

We communicated our extended closure learning plan to families of our English learners (approximately 1.2% in a language they understand to ensure meaningful and equal participation. Our virtual curriculum options facilitate embedded ELD instructional support, including built-in accommodations, parent portals, instructional videos, hands-on activities, performance tasks, and progress monitoring. Consequently, most of our ELs can maintain English language development (ELD) supports during our extended closure. We incorporate integrated ELD in subject matter courses and provide online designated ELD classes administered by an appropriately credentialed and trained teacher.

Nearly 10.2% of our students qualify for an individualized education plan (IEP). For these families, we provide virtual or telephone meetings to best support their IEP goals. We will continue to monitor IEP goals and related services and support students and parents via telephone calls and/or virtual meetings.

Provide a description of the steps that have been taken by the LEA to continue delivering high-quality distance learning opportunities.

Our COVID19 learning loss mitigation plan is composed of four components:

1) Identification of learning needs- Through surveys and discussions, we solicited shelter in place specific needs, including access to broadband internet service and other technology. We specifically solicited feedback from our English learner, and exceptional learning needs staff and families.

- 2) Establish a communication plan- We informed stakeholders of our plan through a variety of mediums, including email, social media, website, telephone calls, and text messages. For families of our ELs, we made a concerted effort to communicate our plan in a language most accessible to them.
- 3) Identification of learning outcomes- Given the context, we prioritized learning goals, identified course sequence changes, implemented an appropriate grading policy, and identified professional learning needs. Staff learning focused on the identification and use of specific resources to support students as they continue their distance-learning format.
- 4) Addressing social-emotional needs- We added social-emotional learning (SEL) to our curriculum. We focused on maintaining regular communications to facilitate a sense of connection and support. As an example, staff checks in with students more frequently for support and assistance. We also provided online learning to staff and families explaining the signs and symptoms of trauma, including changes in behavior, unexplained pain, irritation, or depression. Trauma response strategies include listening attentively, modeling behavior, teaching the effects of stress, and providing a sense of protection. For example, our teachers often model problem-solving and flexibility in the face of new daily schedules. We offer regular 10-15 minute check-in meetings and office hours via telephone or internet to gauge the current social-emotional state of students.

Provide a description of the steps that have been taken by the LEA to provide school meals while maintaining social distancing practices.

If your school provided meals, then update this section: As a non-classroom-based independent study work charter school, we do not have facilities to serve congregate meals, including cafeterias. Consequently, we do not provide congregate meals to students through the Summer Food Service Program (SFSP) or the National School Lunch Program Seamless Summer Option (SSO), including non-congregate meals during our COVID-19 closure. However, we help families find needed resources within the community.

Provide a description of the steps that have been taken by the LEA to arrange for the supervision of students during ordinary school hours.

We are a non-classroom-based independent study work charter school wherein parents provide a majority of student supervision during ordinary school hours. We work closely with families in the education of their children/teens. To ensure each student is engaged in appropriate educational activities on instructional days, we assess the time value of independent work and the quality of contemporaneous work samples. Beginning on March 19 2020, we stopped recording regular attendance on approved COVID-19 school closure days for apportionment purposes. However, we began proactively reaching out to families and students to support and track participation and engagement in distance learning. Staff communicates with the parents and students via email, social media, phone, online meeting platforms, and texting. We used translation applications such as Google to translate texts as needed. As mentioned, we personally reached out to all families to ascertain what students and families are in need of technological devices to participate in our office hours and on-line curriculum.

Additionally, we began offering COVID-19 specific check-in meetings and office hours to discuss and address COVID-19 related feelings and trauma with our students. For parents who are essential workers and need childcare, we provided a list of external resources, including the new California childcare website. Similarly, we communicated the availability of community resources, including food and childcare to families with children with particular disabilities or special health care needs, and to those who are homeless or in foster care.

**EDUCATION AND SUPPORT SERVICES AGREEMENT
BETWEEN Provenance and Yosemite Valley Charter School**

This Education and Support Services Agreement (“**Agreement**”) is entered into as of July 1, 2020 (“**Effective Date**”) by and between Provenance, a California nonprofit public benefit corporation (“Provenance”) and Yosemite Valley Charter School, a public charter school organized as a California nonprofit public benefit corporation (“**School**”). Provenance and School may each be referred to herein as a “**Party**” or collectively as the “**Parties**” to this Agreement.

WHEREAS, Provenance, a nonprofit corporation with tax exempt status as a supporting organization under section 501(c)(3) of the Internal Revenue Code, is in the business of providing educational goods and administrative services to charter schools that are operated by separate corporations.

WHEREAS, School is authorized by Westside Elementary School District (“**District**”) to operate a California charter school for a term of 5 years, from August 23, 2017 through June 30, 2022, pursuant to a petition granted by District dated 8/23/17 (“**Charter**”).

WHEREAS, subject to the terms and conditions contained in this Agreement, School now desires to contract with Provenance for instructional and operational support services;

WHEREAS, the Parties acknowledge and intend that the terms of this Agreement shall at all times be consistent with the terms of the Charter, and that this Agreement provides for Provenance to deliver educational goods and task-related services that are performed at the direction of the governing body of the School and over which the governing body of the School retains ultimate decision-making authority.

NOW, THEREFORE, in consideration of their mutual promises set forth in this Agreement, the Parties agree as follows:

1. Relationship of the Parties and Scope of Authority. The relationship created by this Agreement between the Parties is that of an independent contractor, not a partnership, joint venture, or employment relationship. Under this Agreement, Provenance will deliver goods and perform task-related services at the direction of the governing body of the School and for which the governing body of the School retains ultimate decision-making authority. The Parties understand and agree as follows:

a. The governing body of the School shall at all times retain its duty to exercise its statutory, contractual, and fiduciary responsibilities governing operation of the School. The governing body of the School, and not Provenance, has fiduciary responsibility for the School. The governing body of the School is ultimately responsible for ensuring School adheres to all applicable law and is accountable to the authorizing District pursuant to the Charter.

b. School shall at all times remain an independent, self-governing public body that shall comply with applicable transparency laws, including but not limited to the California Brown Act, Public Records Act, Political Reform Act, and effective January 1, 2020, the provisions of Government Code section 1090, et seq..

c. To the extent not otherwise specified as a duty of Provenance pursuant to the scope of Services, all duties applicable to the proper operation of School and maintenance of applicable academic standards shall remain the responsibility of School.

d. Provenance will not be required to provide any service set forth in this Agreement to the extent that it is or becomes impracticable, in any material respect, as a result of a cause or causes outside Provenance's and/or School's reasonable control or would require Provenance or School to violate applicable law or cause Provenance to be considered an "entity managing a charter school" per Education Code section 47604.1(a).

e. Provenance will provide all Services in a manner it believes to be in the best interests of School and with due care, in good faith, and in exchange for reasonable compensation taking into account that Provenance is a nonprofit that is exempt from income taxation pursuant to Internal Revenue Code Section 501(c)(3).

2. Independent Contractor. Nothing in this Agreement shall confer upon any Provenance or School employee any rights or remedies, including any right to employment, as an employee of the other Party. The Parties agree as follows:

a. All Provenance employees providing services to School shall be and remain employed by Provenance and shall at all times be subject to the direction, supervision and control of Provenance. All School employees shall be and remain employed by School and shall at all times be subject to the direction, supervision and control of School.

b. School shall not have any right to terminate the employment of any Provenance employee providing services to the School. Provenance shall not have any right to terminate the employment of any School employee.

c. The Parties agree that Provenance shall not lease its employees to the School. School shall employ all of its personnel, including certificated personnel responsible for the delivery of instruction. School shall determine and manage compensation (salary and benefit) plans for its employees; provided, however, that School shall oversee and may consult with Provenance and Provenance will assist with providing payroll and related services pursuant to the scope of Services.

d. Provenance certifies that any of its employees who perform school-site services or transportation services for School, or who may have substantial contact with students at School as determined by School in its reasonable discretion, shall be screened in compliance with Education Code section 45125.1 and Provenance shall otherwise comply with that statute.

3. Services Provided by Provenance. During the term of this Agreement, Provenance shall provide to School the services, including the staff necessary to provide the services, listed in Attachment A to this Agreement (the "**Services**"). Provenance is not obligated to devote all of its time or efforts to School, but shall devote the time, effort, and skill reasonably necessary to provide the Services to School. Provenance reserves the right to sub-contract with a third party for the provision of any of the Services. The Parties may mutually agree to modify the Services at any time by amending Attachment A in writing; provided, however, the Parties will also adjust the annual fee commensurately pursuant to Section 5, if necessary, and Provenance shall only deliver task-related services that are performed at the direction of the governing body of the School and for which the governing body of the School retains ultimate decision-making authority. To the extent there are any conflicts between the terms of the Charter and the terms of this Agreement, the terms of the Charter shall control.

4. Term. The term of this Agreement shall commence on July 1, 2020 and continue through June 30, 2022. This Agreement will be automatically renewed unless either party provide Notice as set forth subsection 20 of this Agreement prior to March 1, 2022 that it will not be renewed. Upon

automatic renewal the parties' obligations shall continue in full during the Term.

5. Annual Fee. For services in Exhibit A, School shall pay Provenance an annual fee of 10.5% of the School's revenue as calculated based on each reporting unit (i.e. charter school, department, location, central office and any other additional reporting units which may be added at the discretion of the School). Revenues shall not include one-time or federal, restricted grant funds such as PCSGP grants or other federal funding programs.

a. Beginning July 1, 2020, the annual fee shall be paid by *SCHOOL* to *Provenance* in twelve (12) equal monthly installments per year with each monthly payment made through ACH transfer and received by Provenance by the 8th of each month.

b. Provenance will submit monthly invoices based upon School's current school year budgeted revenue. Invoices may be adjusted based on the most current financial forecast.

c. **Right to Suspend Performance.** In the event of default or delay in payment greater than 30 days from the date of the invoice, Provenance reserves the right to suspend part or all of its performance of duties under this contract until all amounts for Services and Expenses are paid in full. In the event School disputes all or any portion of an invoice, School shall notify Provenance within 15 days of receipt of the invoice; and initiate the dispute resolution process under Section 19 hereof, but shall pay the invoice in full, pending the outcome of such process.

d. **Late Payments.** Unless School receives prior written approval from Provenance, payments made after the payment terms are subject to a late payment penalty equal to 5% of invoiced amount for each full week the payment is overdue. If the fees are received in the ICS bank account by the 14th of the month, no late fee will be assessed.

e. At the end of each fiscal year, after the P-2 ADA certification by the California Department of Education, which should occur no later than June 30th, a reconciliation of payments shall be made based upon the School's actual revenues in said year. In the event that the total amount of installment payments made by School for the subject year exceeds the total amount due based upon School's actual Revenues, Provenance shall refund the total amount of said overpayment to School within thirty (30) days of the end of the fiscal year. In the event that the total amount of installment payments made by School for the subject year is less than the total amount due based upon School's actual Revenues, School shall pay the total amount of said underpayment to Provenance within thirty (30) days of the end of the fiscal year.

f. In the event this Agreement is renewed, the annual fee may be reviewed and renegotiated by the Parties.

6. Costs. In addition to the annual fee, School shall reimburse Provenance for direct "pass-through" costs and expenses incurred in performing the Services, including, but not limited to: equipment, materials, or supplies purchased from third parties at the request of, or on behalf of the School; platform subscription fees (i.e. student information systems, learning management systems); travel (including mileage, airfare, lodging, meals, and ground transportation); filing or corporate fees; marketing and development costs incurred solely for School (i.e. print materials, postage for mailers, and costs of newspaper, radio, television, billboard or other broadcast advertisements); and fees of other third parties consulted by Provenance at the request of or on behalf of the School.

a. In the event that Provenance purchases equipment, materials, or supplies at the request of or on behalf of the School, Provenance shall comply with the procurement policies and

processes approved by the governing body of the School and shall not include any mark-up, added fees or charges with the cost of equipment, materials, and supplies purchased from third parties. Any equipment, materials, or supplies that Provenance purchases on behalf of the School shall be and remain the property of the School.

b. All reimbursable costs of Provenance charged to School shall be itemized on Provenance invoices, with reference to specific dollar amounts and with backup documentation for such costs (e.g. copies of receipts or purchase orders).

7. Annual Notices. As a supporting organization to School, Provenance shall, at least annually, provide School with a copy of its most recent Form 990, a description of the support, in services and otherwise, provided to School, and its most current articles and bylaws, not later than the 15th day of the 5th month after the close of the year for which the Form 990 is filed.

8. Cooperation. School shall make available to Provenance, in a timely manner, all data, files, documents, and other information and records necessary or appropriate for Provenance to provide the Services under this Agreement. School staff, and the governing body of the School as necessary, shall work closely and cooperatively with Provenance to facilitate Provenance's effective performance and delivery of the Services.

9. Conflicts of Interest. School and Provenance recognize that it is important that School be assured that Provenance staff acts at all times with integrity. School has adopted a conflict of interest code under the California Political Reform Act. Provenance acknowledges that School may require certain Provenance staff to file annual financial interest disclosures as consultants under that code and abide by the disclosure and disqualification provisions of that Act. Provenance also agrees to adopt and provide to School copies of conflict of interest policies required by the IRS, as well as an anti-nepotism policy and a policy regarding inconsistent employment for compensation, which policies shall meet Federal requirements for grant and funding program administration.

10. Non-Exclusive, Non-Transferrable Intellectual Property License. Provenance grants School a non-exclusive, non-transferable irrevocable, United States limited license to use, display and print graphic images of the Provenance IP in connection with the School's operation of the Charter. The Provenance IP is described in Attachment B and may include copyrights, patents, trademarks, technology, and intellectual property of every kind (the "**Provenance IP**"). The Parties acknowledge that Provenance has extensively invested in developing and improving the Provenance IP and in marketing, refining, advertising, promoting, and publicizing it, all of which have become well and favorably known to the public throughout the United States, and as a result of such efforts, Provenance has acquired valuable goodwill therein. The non-exclusive, non-transferable license granted to School is subject to the following terms and conditions:

a. **Ownership.** School acknowledges the ownership of the Provenance IP and shall do nothing inconsistent with such ownership. School acknowledges that all use of the Provenance IP shall inure to the benefit of and be on behalf of Provenance. School acknowledges that nothing in this Agreement shall give School any right, title, or interest in and to the Provenance IP other than the right to use the intellectual property in accordance with the terms of this Agreement.

b. **Quality Standards.** School shall not utilize the Provenance IP in any manner that would diminish their value or harm the reputation of Provenance or any other Provenance organization. The nature and quality of all services rendered by School in connection with the Provenance IP, all goods sold by School under the Provenance IP, and all related advertising,

promotional and other related uses of the Provenance IP by School shall conform to standards set by and be under the control of Provenance.

c. School agrees that School will not frame, copy, or feature any trademarks, logos, content from Provenance's websites or marketing materials at any website owned or controlled by School without Provenance's prior express written permission.

d. Neither School nor any entity owned or controlled by them will directly or indirectly file, apply for, prosecute, register, maintain, obtain, and/or acquire any domain names, trademark applications, or trademark registrations, for any mark or name comprised of or containing the Provenance IP, or for any other confusingly similar marks, names, or terms. Further, neither School nor any entity owned or controlled by School will directly or indirectly challenge, contest, or interfere with Provenance's ownership, use, registration, or enforcement of its ProvenanceIP.

e. School shall not have the right to grant a license, sublicense, or any other rights to the Provenance IP.

f. The license and rights granted to School herein are subject to any limitations imposed by any applicable government grant or government contract entered into by Provenance.

g. School shall use the Provenance IP only in the manner and for the duration expressly permitted in writing by Provenance.

h. Upon termination or expiration of this Agreement, School shall have no right to make any use whatsoever of the Provenance IP and must remove all Provenance IP previously used by School in accordance with section 14, Termination.

i. **Infringement Proceedings.** School shall promptly inform Provenance of any infringements or other violations of the Provenance IP. Provenance shall have the exclusive right at its sole discretion to determine whether to take any action, including litigation, against such infringements or other violations. For any such action Provenance decides to take: (a) School will reasonably cooperate with and assist Provenance; (b) Provenance shall bear all costs, attorney's fees, and expenses; and (c) Provenance shall receive and retain all monetary awards, judgments, damages, and settlement proceeds. If Provenance decides not to take any action against an infringement or other violation of the Provenance IP, Provenance will notify School of its decision, at which time School may request Provenance's permission for School to take action, including litigation. If Provenance permits School to take action: (a) Provenance will reasonably cooperate with and assist School; (b) School will bear all costs, attorney's fees, and expenses; (c) School will obtain Provenance's prior approval of any settlement, such approval to not be unreasonably withheld; and (e) School will receive and retain all monetary awards, judgments, damages, and settlements proceeds.

j. Notwithstanding the foregoing, the School shall own all proprietary rights to curriculum or educational materials that: (1) are both directly developed and paid for by School; or (2) were developed by Provenance at the direction of the governing body of the School with School funds dedicated for the specific purpose of developing such curriculum or materials unless otherwise agreed in writing.

11. Confidentiality. Each Party acknowledges that during the term of this Agreement, it will have access to certain Confidential Information of the other Party, as defined below. Each Party shall

maintain and enforce reasonable administrative, technical, and physical safeguards to reasonably protect the confidentiality of the other Party's Confidential Information.

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

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

c. The Parties understand and acknowledge that School's financial, educational, and student records are School property and may be subject to the California Public Records Act. All School records shall be physically or electronically available, upon School's request, at the physical record storage location. Records shall also be made available to School electronically on Provenance's software platforms, when such platforms exist.

d. The records of the School maintained by Provenance shall be made available to the School's independent auditor upon request.

e. Upon the termination or expiration of this Agreement, Confidential Information of each Party in the possession of the other Party shall be returned and/or destroyed.

12. Student Information. Provenance and School will each comply with the federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) ("**FERPA**"), federal Children's Online Privacy and Protection Act (15 U.S.C. §§ 6501–6506) ("**COPPA**"), and other applicable state and federal laws pertaining to student information and privacy. Provenance is a "third party" which may receive pupil records under California Education Code Section 49073.1(d)(6).

a. Provenance shall be designated as having a legitimate educational interest in accessing School's student education records, as that term is defined by and for purposes of FERPA, thereby allowing Provenance to access personally identifiable information from student education records from School in order to provide its services. For purposes of this Agreement, the term "personally identifiable information" ("PII") means any information that can be used on its own or with other information to (i) distinguish one person from another, (ii) identify, contact, or locate a single person, or (iii) de-anonymize anonymous data.

b. Provenance shall not use or disclose pupil records, including personally

identifiable information, received from or on behalf of School except as necessary to provide the Services, as required by law, or as otherwise authorized in writing by School. Provenance shall protect the pupil records it receives from or on behalf of School no less rigorously than it protects its own Confidential Information. Provenance will designate and train responsible individuals to ensure the security and confidentiality of pupil records. Provenance shall develop, implement, maintain and use reasonable administrative, technical and physical security measures to preserve the confidentiality and availability of all electronically transmitted pupil records received from or on behalf of School. In the event of an unauthorized disclosure of PII, Provenance shall notify School as soon as practicable, and shall, upon School's request, notify affected parents, legal guardians and eligible pupils using reasonably available technological means such as electronic mail.

c. Within 60 days of the termination or expiration of this Agreement, Provenance shall certify in writing that protected student information in the possession of Provenance shall be returned and/or destroyed.

d. Prohibition on Targeted Marketing. Provenance shall not use PII in pupil records to engage in targeted advertising contrary to California law.

e. Cyber Liability Insurance and Indemnity. Provenance shall obtain and maintain for the Term of this Agreement Cyber Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000) aggregate including but not limited to coverage for claims involving security and privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of information, business interruption, cyber extortion and corruption, and denial of service.

f. Provenance shall indemnify, defend and hold School (including its officers, directors and employees) from and against all claims, losses, liabilities, damages, expenses or judgments involving a third party, including School's costs and reasonable attorney's fees, which arise as a result of any such unauthorized disclosures or misuse of pupil records through the services provided by Provenance, excluding those claims, liabilities, damages or judgments arising from the sole active negligence or willful misconduct of School.

13. Insurance.

a. School shall maintain customary and reasonable insurance coverage, including professional liability for errors or omissions and/or directors and officers coverages, comprehensive general liability coverage, and automobile liability coverage. School shall name Provenance as an additional insured under all School's policies.

b. Provenance shall maintain customary and reasonable insurance coverage, including professional liability for errors or omissions and/or directors and officers coverages, comprehensive general liability coverage, and automobile liability coverage. Provenance shall name School as an additional insured under all Provenance's policies.

c. Each Party shall be responsible for obtaining and maintaining workers' compensation coverage and unemployment insurance for its employees.

d. The Parties' insurance coverages shall take into consideration that staff at the School are employees of the School, and not employees of Provenance.

14. Termination.

a. Prior to March 1, 2022 either Party may terminate this Agreement without cause or a financial penalty upon notice set forth in paragraph 20 to the other Party, and such termination shall be effective as of the end of the current Agreement to minimize disruptions to the School's operations.

b. Either Party may terminate this Agreement for breach of a material term or condition of this Agreement upon sixty (60) days' written notice to the other Party. Such written notice shall identify the breach and provide thirty (30) days for the other Party to cure.

c. In the event that any new enactment, repeal, or change of any federal, state, or local law, regulation, or court or administrative decision or order materially affects the performance of School and Provenance in conformity with this Agreement, the Parties shall promptly commence negotiations in good faith regarding a mutually agreeable approach (including without limitation, an amendment to the Agreement) to address the statutory and/or regulatory changes. If, despite such good faith negotiations, the Parties are unable to agree upon an acceptable approach, then either Party may elect to terminate the Agreement without further obligation or liability to the other, by delivering written notice of termination to the other at least ninety (90) days in advance of the effective date of such termination, or in such lesser time as is reasonable under the circumstances.

d. In the event of termination for any reason, the following conditions shall apply:

i. School shall pay Provenance any due and unpaid portion of the annual fee and costs for Services performed by Provenance until the effective date of termination.

ii. Provenance shall provide reasonable assistance to School to transition to another service provider, during which time School shall reimburse Provenance for all reasonable expenses incurred by Provenance in providing such transition assistance.

iii. School shall cease all use of the Provenance IP, as described in Attachment B, upon the termination of Agreement.

iv. As soon as practicable, Provenance shall return to School and/or destroy, as appropriate, all student-related, fiscal, and other records of School maintained by Provenance.

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

16. Indemnification. The Parties shall defend, indemnify, and hold each other, their employees, officers, directors, and agents, free and harmless against any liability, loss, claims, demands, damages, expenses, and costs (including attorneys' fees, expert witness fees, and other costs of litigation or other proceedings) of every kind or nature arising in any manner out of the performance of their obligations under this Agreement, except for such loss or damage caused solely by the negligence or willful misconduct of the other Party.

17. Fiduciary Obligations. The governing bodies for both Parties have reviewed the scope of Services and compensation provided in this Agreement in good faith, and in a manner in which they believe to be in the best interests of their respective organizations, and with such care, including reasonable inquiry, as an ordinary prudent person in a like position would use under similar circumstances, and have determined that the Services contained herein are in the best interests of their respective organizations, and that the compensation to be paid is fair and reasonable.

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

19. Dispute Resolution. The Parties shall attempt to negotiate in good faith to resolve any dispute arising from or relating to this Agreement before resorting to litigation. In the event of a dispute between the Parties, disputing Party must frame the issue in written format ("dispute statement"). School representative and Provenance Executive Director shall informally meet and confer in a timely fashion to attempt to resolve the dispute, not later than 5 business days from receipt of the dispute statement. In the event that this informal meeting fails to resolve the dispute, both parties shall identify two Board members from their respective boards who shall jointly meet with the School representative and Provenance Executive Director and attempt to resolve the dispute within 15 business days from receipt of the dispute statement.

If this joint meeting fails to resolve the dispute, the School representative and Provenance Executive Director shall meet to jointly identify a neutral third party mediator to engage the Parties in a mediation session designed to facilitate resolution of the dispute. The format of the mediation session shall be developed jointly by the School representative and Provenance Executive Director. Mediation shall be held within sixty business days of receipt of the dispute statement. The costs of the mediator shall be split equally between the Parties. If mediation does not resolve the dispute either party may pursue any other remedy available under the law. All timelines and procedures in this section may be revised upon mutual written agreement of the Parties.

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

To Provenance:

Email: stevenl@inspireschools.org_____

To School:

Email: _____

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

22. Amendments. No supplement, modification, or amendment of this Agreement or the Services described in Attachment A shall be binding unless in writing and executed by both Parties. The Parties anticipate additional and/or revised services to be provided through amendments to Attachment A and commensurate adjustment of the annual fee, if necessary. Such amendments may be negotiated directly by staff of School and Provenance at any time, and shall be brought to the governing bodies of School and Provenance respectively to approve or ratify.

23. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained herein and supersedes all agreements, representations and understandings of the Parties with respect to such subject matter made or entered into prior to the date of this Agreement. If School seeks to enter into a lease, promissory notes or other negotiable instruments, or to enter into a lease-purchase agreement or other financing relationships with Provenance, such agreements shall be separate documents and not be incorporated into this Agreement or any amendments thereto. Such agreements shall be consistent with the School's authority to terminate Provenance and continue operation of the School.

24. Arm's Length and Independent Counsel. This Agreement has been negotiated at arm's length and between persons (or their representatives) sophisticated and knowledgeable in the subjects in this Agreement. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities against the Party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to affect the purpose of the Parties and this Agreement. Each Party has been advised by, or had opportunity to seek advice from, its independent counsel regarding this Agreement.

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

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

27. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

28. Authority to Contract. Each Party warrants to the other that it has the authority to enter into this Agreement, that it is a binding and enforceable obligation of said Party, and that the undersigned has been duly authorized to execute this Agreement.

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

Provenance, a California nonprofit public benefit corporation

By: _____

Name: _____

Its: _____

Date: _____, 2020

Yosemite Valley Charter School, a California nonprofit public benefit corporation and charter school

By: _____

Name: _____

Its: _____

Date: _____, 2020

ATTACHMENT A
DESCRIPTION OF PROVENANCE SERVICES

1. Legal and Compliance Updates, Corporate Filings, and Consulting

- A. Compliance Support
- B. Development
- C. Orientation
- D. Meeting Support
 - a. Scheduling
 - b. Compilation and Creation of the Board Packets and Agendas
 - c. Posting of Agendas
- E. New Member Recruitment Support
- F. Governance and Board Training
- G. Policies (Draft development, annual review, etc.)

2. Assistance with Audits and other Investigations

3. Group Rate for Medical Benefits / Benetrac

- A. BeneTrac Site Maintenance
- B. Open Enrollment
- C. Manage group rates

4. Access to the Enrichment Ordering System (EOS) and all related systems

- A. EOS
- B. FTE System
- C. Curriculum Ordering System (COS)
- D. Lending Library System
- E. Vendor Portal
- F. Online Subscription Package (OSP) System

5. EOS Services

- A. EOS Maintenance

- B. Uploading of Student and Staff Data
- C. Planning Amount Drop Programming & Coordination
- D. All new development and updates to the system
- E. Supporting Documentation

6. OSP Groups Licensing and Group Enrollment

- A. OSP system maintenance
- B. Maintain Single Sign-On through clever with the various subscriptions.
(Subscriptions to vary year to year based on school input and availability)
- C. Negotiate bulk pricing
- D. Coordinate bulk purchases and subscriptions

7. Curriculum Order fulfillment

- A. Manage standardized curriculum options
 - a. Manage Curriculum Ordering System (COS)
 - b. Load student accounts for Inspire managed curriculum
 - c. Provide information, support, and load all curriculum
 - d. Manage deduction of annual or multi-year planning amounts
- B. Provide curriculum information and training for Homeschool Teacher Handbook
- C. Maintain the curriculum support site with updated tutorials for school staff

8. Work with Charter Impact on Shared Employee Cost

- A. Based on weekly hourly data reports provided by Charter Impact maintain a monthly spreadsheet that identifies cost distribution for each shared employee

9. Google Suite - Website - HST Handbook

- A. Google Suite
 - a. Domain management
 - b. Email management
- B. Maintain School Website
 - a. Design, launch, and maintain all websites
 - b. Coordinate with the web development team on daily website edits
 - c. Facilitate photoshoots to procure images for websites
- C. Provide Template for HST Handbook

10. Enrollment – School Pathways – CALPADS – Records – School Accountability & Compliance

A. Enrollment

- a. Live Registration Support
 - i. Regional Phone Hotline
 - ii. Email
 - iii. SMS
 - iv. Remote Assistance
 - v. Supported Languages (Spanish, Russian, Chinese, Japanese)
- b. Registration System (Reg-Online) Administration
 - i. Configuration and Update
 - ii. Student Registration
 - 1. New
 - 2. Returning
 - 3. Sibling
 - iii. Household Account Management
- c. Student Information System (SIS) Administration
 - i. Data Entry
 - ii. Post-Import Revisions
 - iii. Internal Audits
 - iv. Custom Tags
- d. Enrollment Reporting and Analysis
 - i. Trend Analysis & Projections
 - ii. Provide Enrollment Strategies and Support
- e. Lottery System Management and Implementation

B. School Pathways

- a. Align student data collection with CALPADS
- b. Programming of Student Information System
- c. Liaison between Student Information System and Schools
- d. Maintenance of School Pathways
- e. Collaborates on State and Federal Reporting
 - i. Fall I, II, and EOY CALPADS Reporting
 - ii. Civil Rights Data Collection Report

- iii. CBEDS Report
- f. Manage attendance data requests and reports
- g. Upon request, review and recommend updates to School's attendance policies
- h. Monitors, maintains, and updates the school's data within CALPADS
- i. Create staff accounts
- j. Update and maintain accurate data for staff
 - i. Credentials
 - ii. SEID number
 - iii. Classification
 - iv. Personnel Information
 - v. Job Title
 - vi. Employment date
- k. Work with staff to provide necessary access to data in Pathways related to job duties
- l. Maintain accurate FTE counts for all staff
- m. Process changes to Proof of Residence in Pathways
- n. Report Immunizations
- o. Facilitate student transfers between schools
- p. Maintain course catalogs

C. Records

- a. New Enrollments
 - i. Request student CUMEs from previous schools
 - ii. House and maintain all student records (CUMEs)
 - iii. Store SPED records
 - iv. Work with Registrars from other schools/districts to ensure overlapping enrollments are satisfactorily resolved
- b. Withdrawals
 - i. Maintain and update Withdrawal Survey
 - ii. Process CUME requests and send student records to new schools
 - iii. Collaborate with School Accountability & Compliance to ensure proper documentation is being received from teacher/family upon withdrawal

- iv. Confirm and verify in writing which school the withdrawing student will be attending
- v. Follow up with a School letter when unable to verify new school
- vi. Call all withdrawing families and perform a short Exit Survey
- vii. Follow up with Private Schools that are not listed on CALPADS
- c. High School Support
 - i. Fill out, sign, and return High School Work Permit Applications
 - ii. Maintain and update Transcript Request Survey
 - iii. Provide official/unofficial transcripts to families
 - iv. Request transcripts from previous schools
 - v. Check-in high school and college transcripts from previous schools
 - vi. Process high school Concurrent Enrollments (CCE's) that require transcript attachment
 - vii. Fill out, sign, and return Military Security Clearance Forms
 - viii. Print and mail High School Diplomas and official transcripts to families upon graduation
 - ix. Archive and house graduated senior CUMEs
- d. Student/Teacher Services
 - i. Fill out, sign, and return Entertainment Work Permit Applications
 - ii. Provide Enrollment Verification letters to families
 - iii. Provide Withdrawal Verification letters to families
 - iv. In collaboration with teachers, SPED case managers, and counselors - Fill out, sign, and return DSS, SS, DCFS, CWS teacher and administrative questionnaires
 - v. Provide copies of student CUME's to parents
 - vi. Process and mail 5th and 8th grade Promotion Certificates to families
- e. Miscellaneous
 - i. File ELL, RFEP identification letters into student CUME's
 - ii. Process legal name changes and upload appropriate legal paperwork to student's dashboard

- iii. Ensure CalPads information is up to date and accurate for each student. Work with CALPADS Team to ensure dual enrollments are resolved in an accurate and timely manner.
- iv. Archive and maintain Legal Documents including restraining orders and custody arrangements.
- v. End of year CUME cleanup - forward all withdrawn student CUME's that have not been requested to schools listed on CALPADS
- vi. Provide student information/student records to law offices, law enforcement agencies, and probation departments as requested

D. School Accountability & Compliance

- a. State Compliance Documents
 - i. Verifies & Audits Independent Study Agreement
 - ii. Verifies & Audits Attendance Logs
 - iii. Verifies & Audits Work Samples
 - iv. Verifies & Audits Household Data Collection Forms (HDCF)
 - v. Performs Internal Audit
 - vi. Prepares all documents for Annual Audit Guide including:
 - 1. CALPADS 1.18 and 1.17
 - 2. Student Selections: Master Agreement, Attendance, Work Samples
 - 3. Special Programs documentation (HDCF & EL)
- b. State Attendance Reports
 - i. Prepares all state reports: Review, analyze, and clarify data with teachers
 - 1. 20-day Report
 - 2. P1
 - 3. P2
 - 4. EOY
 - 5. Estimated Attendance Reports
- c. Student Information System Support to Homeschool Teachers
 - i. Parent Portal
 - ii. Troubleshoot Student Information System (SIS)
 - iii. Update demographics in SIS

- iv. Provide Attendance Codes, Printing, Archiving
- v. Provide resources to support teachers with work sample, printing, archiving
- vi. Provide resources to support in generating report card
- vii. Add TK8 Classes to teachers
- viii. Presentations on compliance documents via PowerPoint, video, or in person
- ix. Provide Weekly Updates
- d. Live Support to Homeschool Teachers
 - i. Individualized Support
 - ii. SAA Email Group
 - iii. SAA Phoneline
 - iv. Virtual Conference

11. Enrichment Ordering

- A. Process and check all enrichment orders
- B. Provide customer phone support
- C. Audits accounts and makes sure funds are correct
- D. Social Media moderating support related to Enrichment questions

12. Technology – Firewalls – Technical Support – Phone Services – Internet Service – Software Licensing - Bulk Pricing, Support, order fulfillment

- A. Student Tech Equipment Order Fulfillment, Returns, and Repairs
- B. Teacher & Staff Tech Equipment Order Fulfillment, Returns, and Repairs
- C. Information Technology Desktop Support for Staff & Students
- D. Set up and maintenance of equipment in physical offices (internet, infrastructure, printing)
- E. Accounting and inventory of all Tech assets
- F. Maintain software agreements and licensing
- G. Tech Vendor management
- H. AUP (Acceptable Use Policy) Compliance Support
- I. Network and Device Content Filtering and Virus Support (Compliance with: The Children Internet Protection Act (CIPA), Children's Online Privacy Protection

Act and Rule (COPPA), Family Educational Rights and Privacy Act (FERPA), and Health Insurance Portability and Accountability Act of 1996 (HIPAA))

- J. Coordinating bulk hardware and software purchases

13. Lending Library – Lease – Purchase a Van – Driver – Inventory Management

- A. Maintain Lending Library System
- B. Maintain Lending Library Materials/Inventory
- C. Manage Lending Library Schedule
- D. Maintain Return Management System
- E. Manage Inventory Returns Process

14. Field Trips

- A. Maintain Field Trip Ordering System
- B. Process all Field Trip Requests
- C. Coordinate logistics with various field trip vendors and field trip venues
- D. Coordinate insurance with CharterSAFE
- E. Reporting and support for any accident or incident that occurs at a school sponsored field trip

15. Human Resources – Contracts – Credentialing – Employment verification – Compliance Training

- A. Onboarding
 - a. Recruitment Support (EDJOIN and Job Postings)
 - b. Employee Handbook Management
 - c. Rate-ins
 - d. New hire material ordering and distribution
 - e. New Employee Orientation
 - f. DOJ Clearance
 - g. TB Clearance
 - h. Contracts
- B. Off Boarding
- C. Benefits Billing
- D. Leave
 - a. PTO/Sick Leave

- b. Maternity Leave
 - c. Workers Compensation
- E. Conflict Resolution Support
- F. Helios Site Maintenance
- G. Employee Discipline Support
- H. Compliance Reporting
- I. Declaration of Need Applications for Fully Qualified Educators
- J. Employee Records
 - a. Credentialing
 - b. Mandatory Compliance Training
 - c. Employee Clearance
 - d. Employment Verification
- K. Employment Dispute Resolution
- L. Assist in Payroll Preparation
- M. Employee Time Records

16. Marketing – Website – Social Media – SWAG – Flyers - Marketing Events – Payment of Booths - Graduation / Promotion – Diplomas / Certificates – Programs – RSVPs – Caps and Gowns

- A. Graphic Design
 - a. Develop logos, advertisements, and collateral for School and special projects for the School (i.e. PowerPoint templates, letterhead, Graduation Programs, Certificates)
 - b. Design graphics to represent the School
 - c. Design and order promotional flyers
 - d. Create social media graphics for School programs and events
- B. Spirit Wear
 - a. Develop new spirit wear items
 - b. Facilitate bulk orders for special events (conferences, retreats, meetings)
- C. Website Management
 - a. Design, launch, and maintain all School websites
 - b. Coordinate with the web development team on daily website edits
 - c. Facilitate photoshoots to procure images for websites
- D. Communication

- a. Draft and send emails to parents using school-wide communication platform
 - b. Manage Smore accounts
- E. Social Media Management
 - a. Develop, manage, and assess a coordinated social media strategy for School
 - b. Oversee social media channels and curation of content on the following platforms: Facebook (Pages & moderate Groups), Twitter, Instagram, Pinterest
 - c. Share out School news (School announcements, policy changes) and monitor real-time social media sentiment and engagement, especially during crisis moments or when the School is in the news
 - d. Provide guidance and messaging to Family Liaisons (or other School contact(s)) to disseminate on regional Facebook Groups
 - e. Provide customer service support to prospective families by answering inquiries with accuracy
 - f. Manage social media advertising, ensuring that money is spent strategically to accomplish the goals of the social media strategy for School
- F. Events
 - a. Graduation
 - i. Maintain Graduation Manual
 - ii. Provide guidance to all regional graduation leads
 - iii. Facilitate payments for venues
 - iv. Manage statewide formal RSVP form
 - v. Verify ceremony logistics and order of events
 - vi. Sort and ship loaner caps and gowns
 - vii. Design, print and ship ceremony programs
 - viii. Design, print, and mail promotion certificates to families
 - b. Staff Events
 - i. Assist with planning, logistics, and execution of high priority staff events, including:
 - 1. Back to School Professional Development In-Person Meetings

- 2. Classified Professional Development Meetings
 - 3. School Leadership / School Staff Meetings
 - 4. Holiday Celebrations
 - ii. Coordinate catering, research, and book venues, set up and tear down, create a checklist of supplies needed, ship materials needed for events
 - iii. Research and order staff appreciation gifts
- c. Recruiting/Community Events
 - i. Support School Leader, Teachers, and Family Liaisons by completing event applications, managing payment, and facilitating insurance certificates for local community events
 - ii. Lead and coordinate School's presence as a sponsor/vendor at events
 - 1. Set up and tear down booths
 - 2. Coordinate staffing
- G. Promotional Material
 - a. Inventory stock of recruiting supplies
 - b. Place orders of recruiting supplies
 - c. Ship supplies to staff as-needed
- H. Branding
 - a. Ensure brand consistency and promote uniformity
 - b. Identify brand-building areas and develop a plan to educate organization members (i.e. Style Guide)
 - c. Format and proofread documents for consistency (i.e. school planners, Parent Student Handbook)
 - d. Review business card proofs for mistakes before they go to print
- I. Miscellaneous
 - a. School Planners
 - i. Work with vendor to create custom planner books that meet the needs of homeschool families
 - ii. Project grade-level enrollment growth to determine order quantities
 - iii. Design front cover, create handbook pages, insert holidays and calendar dates

- iv. Orchestrate delivery logistics for planner distribution

17. Benchmark and State Testing – TOMS Accounts – Order Materials – Coordinate Accommodations – CAASPP – ELPAC – PFT – EL Monitoring – Testing Tech

A. Star 360

- a. Monitor/recommend purchasing of licenses
- b. Create, maintain, problem solve bridge with Pathways and Renaissance Portal
- c. Set up Renaissance portal with school year dates, benchmark windows, and other settings for the school year
- d. Provide School with training for teachers and messaging to families
- e. Create, implement, and monitor paper assessment process
- f. Create and share Not Tested Report for School staff to monitor completion
- g. Upload scores to student dashboard on School Pathways
- h. Answer general questions from School team regarding use of the program
- i. Delete invalid assessments at the request of Homeschool Teacher (HST)
- j. Create and share reports with scores to School
- k. Create accounts for school administrators without students
- l. Provide HST with their correct username and password as needed

B. ELPAC (Initial and Summative)

- a. Train School Testing staff to determine which student(s) need the Initial ELPAC, CALPADs, and Pathways reports
- b. Train School Testing staff to enter ELAS information on EL Tab in Pathways
- c. Supply emails for notifying HSTs and instructions for Moodle proctor training
- d. Order and track supplies for Initial and Summative ELPAC
- e. Monitor ELPAC spreadsheet to see when tests need to be mailed out
- f. Mail and collect returned materials; Advise School Testing staff on follow up to ensure all students are tested within the appropriate window
- g. Review materials to make sure bubbles are completed and spot check books for scoring errors

- h. Input scores for Initial ELPAC into TOMS LST
- i. Upload scores to spreadsheet for mail merged school letter
- j. Print and mail score reports with mail merged ELPAC letter to parents
- k. Upload scores to student dashboard on Pathways
- l. Add labels and prepare materials to be returned to the state for RSVP Initial ELPAC tests
- m. Scan or inventory unused materials and return to State
- n. Monitor TOMS ELPAC eligible students to verify testing or correction of ELAS as needed
- o. Track students tested, materials returned, scores received and mailed to families for all eligible students for
- p. Share score spreadsheet with EL Designee

C. Physical Fitness Test (PFT)

- a. Train and provide sample emails for School Testing staff to communicate with School staff regarding:
 - i. Test window/locations/dates for each region
 - ii. Enrollment numbers/size of test locations
 - iii. Assist with proof of liability insurance when needed
 - iv. Monitor payment for locations when needed
 - v. Flyers for test locations
 - vi. Proctor assignments
 - vii. Hold training meetings for School Testing staff
 - viii. HST instructions for student registration
 - ix. Follow-up on student registration
 - x. Test participation by HST
- b. Set up and manage all aspects of the back end of student registration in Pathways
- c. Create and maintain PFT Data Collection spreadsheet
- d. Prepare and upload data sheets to school PFT portal
- e. Provide sample parent information and communication including location master list

D. CAASPP

- a. Train and provide sample emails for School Testing staff to communicate with School staff regarding:

- i. Test window
 - ii. Test locations/dates for each region
 - iii. Enrollment numbers/size of test locations
 - iv. Assist with proof of liability insurance when needed
 - v. Monitor payment for locations when needed
 - vi. Flyers for test locations
 - vii. HST instructions for student registration
 - viii. Follow-up on student registration (which HSTs still need to register students)
 - ix. Proctor assignments
 - x. Test participation by HST (during the testing window; which teachers have students who still need to complete testing)
- b. Enter instructional calendar and set up test window for each LEA in TOMS
- c. Set up and manage all aspects of the back end of student registration in Pathways
- d. Work with SPED and Student Support departments to ensure that all students have accurate accommodations and that they are properly implemented at test locations
- e. Upload student accommodations and designated supports into TOMS
- f. Generate reports for Not-tested and Expiring Tests
- g. Process opt-outs internally and in TOMS
- h. Work with Tech department to ensure adequate equipment is available for all schools
- i. Track and manage computer and router numbers
- j. Hold training meetings for School Testing Staff
- k. Provide location master list
- l. Monitor security affidavits in TOMS
- m. Produce teacher trainings and support documents on various topics, including but not limited to:
 - i. Talking points for families
 - ii. Designated supports and how to enter them
 - iii. Test security
 - iv. Proctoring

- v. Checking student demographics and test settings (designated supports) in TOMS
- n. Provide support to all test locations and teachers throughout the window, including but not limited to:
 - i. Basic tech troubleshooting
 - ii. Student login issues

18. Accounts Payable Invoice Processing

- A. Smartsheet management
- B. Invoice routing
- C. Audit compliance

19. Vendor Invoicing and Onboarding


- A. Vendor invoicing
 - a. Enrichment Certificate reconciliation/adjustments
 - b. Liaison between Accounts Payable and vendors, and teachers and families when issues arise
- B. Vendor onboarding
- C. Manage Vendor Portal (Maintain vendor supporting document including insurance and W-9s)

20. Fiscal Services

- A. Fiscal Policy Management
- B. Divvy card users
- C. Divvy card limits
- D. Delegated approvers

21.

Attachment B

Mark	Class	Goods/Services	Reg. No.	Reg. Date
	41	Educational services in the nature of charter schools	5467904	May 15, 2018
INSPIRE CHARTER SCHOOLS	41	Educational services in the nature of charter schools	5467903	May 15, 2018
INSPIRATION STATION	41	Providing a website featuring blogs and non-downloadable publications in the nature of articles in the field of homeschooling and education	5545765	Aug. 21, 2018

YOSEMITE VALLEY CHARTER SCHOOL
BOARD RESOLUTION – 2020 – 8

I. Adoption of Yosemite Valley Charter School to Extend School Closure Until the End of the School Year

WHEREAS, the Yosemite Valley Charter School Board of Directors (“Board”) governs the Yosemite Valley Charter School (“Charter School”), a nonprofit public benefit corporation, within the confines of both federal and state statutes governing charter schools and nonprofit corporations.

WHEREAS, on March 4, 2020, the Governor of California declared a State of Emergency due to the outbreak and spread of a novel coronavirus (COVID-19); and

WHEREAS, on of March 17, 2020, the Yosemite Valley Charter School Board of Directors (“Board”) gave the Board President and Principal Authority to Unilaterally Take Any and All Necessary Actions to Prepare and Respond Effectively To the Novel Corona Virus (Covid-19); and

NOW, THEREFORE BE IT RESOLVED, That the Yosemite Valley Charter School Board of Directors:

- (1) Determines that the circumstances described in the Resolution herein constitute an emergency condition;
- (2) By unanimous vote authorizes to keep Yosemite Valley Charter School closed until the end of the 2019-2020 school year.

SECRETARY'S CERTIFICATE

I, _____, Secretary of the Board of Directors of Yosemite Valley Charter School a California nonprofit public benefit corporation, County of _____, California, hereby certify as follows:

The attached is a full, true, and correct copy of the resolutions duly adopted at a meeting of the Board of Directors of Yosemite Valley Charter School which was duly and regularly held on _____, 2020, at which meeting all of the members of the Board of Directors had due notice and at which a quorum thereof was present; and at such meeting such resolutions were adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

I have carefully compared the same with the original minutes of such meeting on file and of record in my office; the attached resolution is a full, true, and correct copy of the original resolution adopted at such meeting and entered in such minutes; and such resolution has not been amended, modified, or rescinded since the date of its adoption, and the same is now in full force and effect.

WITNESS my hand on _____, 2020.

Secretary of the Board of Directors of
Yosemite Valley Charter School

YOSEMITE VALLEY CHARTER SCHOOL

BOARD RESOLUTION – 2020 – 9

I. Adoption of Yosemite Valley Charter School Approving to Allow Home School Teachers to Carry a Case Load of Over 35 Students

WHEREAS, Yosemite Valley Charter School (the “School”) is committed to providing a high-quality educational program is dependent upon Home School Teachers providing individualized support for all students on their roster; and

WHEREAS, the School recognizes that per the board approved Home School Teacher Contract additional compensation of \$100/month per student is given when the employee’s roster is more than 28 up to 35 students

WHEREAS, the School recognizes that there might be a reason for a Home School Teacher to have more than 35 students on their roster, such as supporting additional students within a family they already serve;

NOW THEREFORE BE IT RESOLVED, the School hereby authorizes Home School Teachers to carry a case load over 28 and up to 35 students for additional compensation with the approval of the Board of Directors.

SECRETARY'S CERTIFICATE

I, _____, Secretary of the Board of Directors of Yosemite Valley Charter School a California nonprofit public benefit corporation, County of _____, California, hereby certify as follows:

The attached is a full, true, and correct copy of the resolutions duly adopted at a meeting of the Board of Directors of Yosemite Valley Charter School which was duly and regularly held on _____, 2020, at which meeting all of the members of the Board of Directors had due notice and at which a quorum thereof was present; and at such meeting such resolutions were adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

I have carefully compared the same with the original minutes of such meeting on file and of record in my office; the attached resolution is a full, true, and correct copy of the original resolution adopted at such meeting and entered in such minutes; and such resolution has not been amended, modified, or rescinded since the date of its adoption, and the same is now in full force and effect.

WITNESS my hand on _____, 2020.

Secretary of the Board of Directors of
Yosemite Valley Charter School

Yosemite Valley & Monarch River Charter Schools

ORGANIZATION CHART

GOVERNING BOARD

DR. LAURIE GOODMAN
EXECUTIVE DIRECTOR

STEPHANIE JOHNSON
CO-DIRECTOR

- HIGH SCHOOL SUCCESS COORD.
- COUNSELORS
- SST
- 504
- BUDGET
- BUDGET MANAGEMENT
- ICS RELATIONSHIP

MARIAH JORDAN
EXECUTIVE ADMIN ASSISTANT

- REGIONAL COORDINATORS
- TEACHERS
- NEW TEACHER TRAINERS
- TESTING
- INTERVENTION
- COMMUNITY CONNECTIONS



SST Coordinator

Job Summary:

The SST Coordinator provides support as a GE HST and serves as a specialist for the school by coordinating and leading SST meetings. The coordinator works with the HST, parents, students, and any other necessary staff to help support the student by virtual meetings and proper documentation. This may include staff from the Special Education team. The Coordinator may travel to HST regional team meetings and present /train on SST processes. In addition to the certificated salary/benefits the SST Coordinator will hold a student roster of 28 and be compensated with a stipend of \$10,000. The SST Coordinator can earn an additional stipend per student with a maximum roster of 35.

Duties and Responsibilities:

- Meet professional obligations through efficient work habits such as, meeting deadlines, honoring schedules, coordinating resources and meetings in an effective and timely manner, and demonstrate respect for others.
- Maintain professional, positive, ethical, cooperative relationships with students, parents, other staff, administration, and other community members.
- Schedule, facilitate, document, and follow up with SST Meetings
- Implements academic and social-emotional/behavioral intervention strategies, tools and curriculum and provides feedback to the Student Study Team.
- Communicate with parents, teachers, staff regarding progress, further assessments needed, etc.
- Help with teacher & parent training on academic and social-emotional/behavioral intervention implementation and the SST/504 processes.
- Communicate and coordinate with the Assessment Team regarding assessments and follow up as needed.
- Assist with progress monitoring & data collection
- Participate in professional growth activities.
- Provide support as a GE teacher to the caseload of 28 students according to the Homeschool Teacher job description.
- Provide professional development to HST's throughout the year regarding intervention
- Record and monitor intervention plans throughout the year.
- Support the development and implementation of the LCAP.
- Other duties as assigned.



504 Coordinator

Job Summary:

The 504 Coordinator provides support as a GE HST and serves as a specialist for the school by coordinating and leading 504 meetings. The coordinator works with the HST, parents, students, and any other necessary staff to help support the student by virtual meetings and proper documentation. The Coordinator will follow the laws and regulations associated with 504's and ensure accommodations are being met. The Coordinator may travel to HST regional team meetings and present/train on 504 processes. The 504 Coordinator will hold a student roster of 28 and be compensated with a stipend of \$10,000. The 504 Coordinator can earn an additional stipend per student with a maximum roster of 35.

Duties and Responsibilities:

- Meet professional obligations through efficient work habits such as, meeting deadlines, honoring schedules, coordinating resources and meetings in an effective and timely manner, and demonstrate respect for others.
- Maintain professional, positive, ethical, cooperative relationships with students, parents, other staff, administration, and other community members.
- Schedule, facilitate, document and follow up with 504 Meetings.
- Collaborate with school staff and parents to coordinate effective learning strategies/accommodations for students.
- Work with Testing, CALPADS, Assessment/SPED Team, and other departments as needed.
- Collaborate to create academic and social-emotional/behavioral intervention strategies, tools and curriculum and provide feedback to the team.
- Communicate with parents, teachers, staff regarding progress, further assessments needed, etc.
- Help with teacher & parent training on academic and social-emotional/behavioral intervention implementation and the SST/504 processes.
- Communicate and coordinate with the Assessment Team regarding assessments and follow up as needed.
- Assist with progress monitoring & data collection
- Enter and/or pull data and reports from the SIS (e.g, ELD, 504, demographics)
- Participate in professional growth activities.
- Provide support as a GE teacher to the caseload of students according to the Homeschool Teacher job description.
- Support the development and implementation of the LCAP
- Other duties as assigned.



EL Coordinator

Job Summary:

The EL Student Support Coordinator serves as an English Learner expert for the school by coordinating with the Homeschool Teacher (HST), parents, students and all other academic staff to support English Learners.. The Coordinator will update and maintain accuracy of the EL Master Plan and have it board approved each year. The coordinator may also assist general education teachers with selection of appropriate curricula and the development and implementation of appropriate strategies. In addition to the certificated salary/benefits the EL Coordinator will receive a \$10,000 stipend and hold a student roster of 28. The EL Coordinator can earn an additional stipend per student with a maximum roster of 35.

Duties and Responsibilities:

- Maintain appropriate data of EL students in Pathways.
- Monitor newly enrolled EL students and TOMS ELPAC eligible students to verify testing or correction of ELAS as needed.
- Input scores for Initial ELPAC into TOMS LST.
- Plan and administer ELPAC tests to all EL students as required.
- Work with Testing, CALPADS, Records, Assessment/SPED Team, and other departments as needed.
- Collaborate within the school to implement EL curriculum.
- Supply training and emails for notifying HSTs and instructions for Moodle proctor training and to determine who needs the Initial ELPAC.
- Order and track supplies for Initial and Summative ELPAC.
- Develop and hold Outstanding Direct Instruction Sessions each week for EL students.
- Monitor data and progress reporting of EL's and RFEP's; encourage intervention and support as needed.
- Review initial ELPAC scores and designate students as needed. Review summative ELPAC scores and reclassify students that qualify.
- Oversight of ELAS Correction Policy.
- Meet professional obligations through efficient work habits such as, meeting deadlines, honoring schedules, coordinating resources and meetings in an effective and timely manner, and demonstrate respect for others.
- Formal 4-year RFEP monitoring of reclassified students.
- Oversight of the Reclassification Policy for Students with Disabilities.
- Coordinator and run ELAC and DELAC groups and meetings.
- Support the development and implementation of the LCAP.
- Other duties as assigned.



Regional Coordinator

Job Summary:

The Regional Coordinator serves as the initial point of contact for their assigned teachers. They will support the teaching staff with training, guidance, and mentoring. Coordinators will be responsible for supporting their team of teachers, communicating effectively with them and other departments, and are responsible for sending out vital information. The Regional Coordinator will oversee the work sample collection each learning period, and then review for completion and accuracy. They will also monitor and ensure that attendance logs have been collected and meet Inspire compliance requirements. Regional Coordinators will also assist teachers in the YET (Year End Transition) process. Lastly, the Regional Coordinator will support student recruitment within their respective counties of operation. Regional Coordinators will hold a minimum student roster of 20 and be compensated with a stipend of \$20,000. Regional Coordinators can earn an additional stipend per student with a maximum roster of 28. This position will require an administrative credential for all new hires starting 2020.

Duties and Responsibilities:

- Monitor and provide support, information, and resources to teachers and other necessary staff.
- Participate in hiring new teachers and supporting their on-boarding as they join teams.
- Focus on student achievement through planning and practices aligned with the LCAP
- Meet professional obligations through efficient work habits such as, meeting deadlines, honoring schedules, coordinating resources and meetings in an effective and timely manner, and demonstrate respect for others.
- Maintain professional, positive, ethical, cooperative relationships with students, parents, other staff, administration, and other community members.
- Respond to teacher and parent emails/calls in a timely manner.
- At all times, be an Advocate 4 Accuracy Support and be actively engaged at all events.
- Host in person and virtual team meetings, some travel is required.
- Support all teachers and collaborate with the Executive Director and Co-Director on development of a Professional Development Plan when needed.
- Understand and be able to teach others about school policies and requirements.
- Demonstrate knowledge of learning modalities/educational philosophies.
- Strive to be an Ideal Team Player (Humble, Hungry, & Smart).
- Support all grade levels (TK-12th).
- Support the development and implementation of the LCAP.
- Bring concerns and ideas to their supervisors.
- Other duties as assigned.



Director of Community Connections

Job Summary:

The Director of Community Connections leads and supervises the Community Connections team as well as all of the job duties of a Community Connections Coordinator. The Director of Community Connection serves as the initial point of contact for developing the homeschool community in the assigned region by inspiring community and adventure for the local homeschool community, listening to the needs of families, and finding creative solutions. The Director of Community Connections will hold a minimum student roster of 28 and be compensated with a stipend of \$15,000. The Director of Community Connections can earn an additional stipend per student with a maximum roster of 35.

Duties and Responsibilities:

- Provide support, information and ideas to Regional Community Coordinators.
- Focus on student achievement through planning and practices aligned with the LCAP
- Oversee and implement Community Connections policies and processes.
- Plan and implement community service opportunities in the assigned region.
- Meet professional obligations through efficient work habits such as, meeting deadlines, honoring schedules, coordinating resources and meetings in an effective and timely manner, and demonstrate respect for others.
- Maintain professional, positive, ethical, cooperative relationships with students, parents, other staff, administration, and other community members.
- Partner with community organizations to provide service opportunities for families.
- Reach out to and be the point person for community organizations that provide opportunities that would support the Inspire Community.
- Promote community among teachers and families.
- Plan approximately 3 events per month (thematic park day, community event and field trip).
- Foster an environment of creative thinking and cohesive team effort.
- Respond to requests and correspondence from teachers, families and community representatives in a timely manner.
- Motivate and inspire team members.
- Support the development and implementation of the LCAP.
- Equip parents and teachers to start and organize clubs.
- Other duties as assigned.



Community Connections Coordinator

Job Summary:

The Community Connections Coordinator will plan and implement community events in accordance with the needs and culture of their region. The Community Coordinator will actively seek out organizations such as county science fairs, spelling bees, Battle of the Books competitions, Speech Meets, athletic competitions, etc. The Community Connections Coordinator serves as an initial point of contact for developing the homeschool community in the assigned region by inspiring community and adventure for the local homeschool community, listening to the needs of families, and finding creative solutions. The Community Connections Coordinator will hold a minimum student roster of 28 and be compensated with a stipend of \$10,000. The Community Connections Coordinator can earn an additional stipend per student with a maximum roster of 35.

Duties and Responsibilities:

- Provide support, information and ideas to Regional Community Coordinators.
- Focus on student achievement through planning and practices aligned with the LCAP.
- Plan and implement community service opportunities in the assigned region.
- Partner with community organizations to provide service opportunities for families.
- Reach out to and be the point person for community organizations that provide opportunities that would support the Inspire Community.
- Promote community among teachers and families.
- Plan approximately 3 events per month (thematic park day, community event and field trip).
- Foster an environment of creative thinking and cohesive team effort.
- Respond to requests and correspondence from teachers, families and community representatives in a timely manner.
- Motivate and inspire team members.
- Equip parents and teachers to start and organize clubs.
- Support the development and implementation of the LCAP
- Other duties as assigned.



High School Counselor

Job Summary:

The High School Counselor provides an educational atmosphere where students have the opportunity to fulfill their potential for intellectual, emotional, and psychological growth. Counselors will work collaboratively with various departments to ensure student success. The role of the high school counselor includes providing both guidance and counseling services for high school, as well as middle school students. Guidance services assist students with pre-, present, and post high school educational planning; counseling services assist students with personal and social development including crisis situations. The Counselor will provide support and resources to stakeholders that result in student academic success in accordance with state policies and law. The High School Counselor will be compensated with a \$5,000 stipend.

Duties and Responsibilities:

- Meet professional obligations through efficient work habits such as, meeting deadlines, honoring schedules, coordinating resources and meetings in an effective and timely manner, and demonstrate respect for others.
- Maintain professional, positive, ethical, cooperative relationships with students, parents, other staff, administration, and other community members.
- Meet specific counseling and school-wide student goals to maintain effective and efficient record keeping for student roster and graduation information.
- Manage graduation plans and perform graduation checks.
- Monitor student progress and work with Home School Teachers, High School Success Coordinators, families, and support staff to ensure students are supported.
- Participate in all required teacher training and professional development activities, as well as all training and certification maintenance requirements mandated by state law.
- Plan, prepare, and implement instructional activities that contribute to an engaging learning environment.
- Hold virtual live sessions, such as office hours and workshops , provide 1-on-1 support when help is sought.
- Seek out and develop partnerships with local community colleges and ROP programs
- Develop, maintain, and promote CTE pathways.
- Support college and career readiness for all students.
- Create, modify, and differentiate graduation plans and local resources to meet the needs of students with varying backgrounds, learning styles, and special needs.
- Focus on student achievement through planning and practices aligned with the LCAP.
- Other duties as assigned.



High School Success Coordinator

Job Summary:

The High School Success Coordinator works with teachers, families, and students to promote the understanding of the High School Program. The Success Coordinator assists Home School Teachers, high school counselor, and Regional Coordinators with high school specific questions, policies, and procedures. The High School Success Coordinator (HSSC) will hold a minimum student roster of 20 and be compensated with a stipend of \$20,000. HSSC can earn an additional stipend per student with a maximum roster of 28.

Duties and Responsibilities:

- Plan, prepare, and implement instructional activities that contribute to an engaging learning environment.
- Support Individualized Graduation Plan (IGP) review process.
- Manage graduation plans and perform graduation checks.
- Monitor student progress and work with Home School Teachers, High School Counselor, families, and support staff to ensure students are supported.
- Support college and career readiness for all students.
- Provide support and feedback to HSTs and families regarding course and curriculum selection.
- Hold in-person information sessions regarding the high school program
- Attend meetings and trainings as needed.
- Host in-person and virtual meetings as necessary.
- Assist with coordination and planning of high school events and senior events in the region.
- Assist with the continued development of the High School Program as needed
- Be an active member of the High School and Regional Teams and provide supportive and constructive feedback.
- Seek out and develop partnerships with local community colleges and ROP programs
- Develop, maintain, and promote CTE pathways.
- Focus on student achievement through planning and practices aligned with the LCAP.
- Develop and ensure that all courses are A-G through College Board requirements.
- Participate in Community Outreach and School Events as appropriate .
- Other duties as assigned.



Testing Coordinator

Job Summary:

The Testing Coordinator strives to support the school with specific responsibilities to facilitate the vision and goals of testing and GE assessments. The Testing Coordinator will hold a student roster of 28 and be compensated with a stipend of \$10,000. The Testing Coordinator can earn an additional stipend per student with a maximum roster of 35.

Duties and Responsibilities:

- Work closely with the Director and Co-Directors of Testing, teachers, and other appropriate staff.
- Local benchmark monitoring such as Star 360 and other assessments.
- Upload local benchmark scores to student dashboard on School Pathways.
- Provide staff school accounts for local benchmark monitoring.
- Create, maintain, problem solve, and bridge Pathways and Renaissance Portal.
- Create, monitor, and share reports with school administrators as well as answer all general questions regarding use of the program(s) used.
- Provide school with training for teachers and testing messaging to families.
- Manage, train, promote, and proctor Physical Fitness Testing and California Assessment of Student Performance and Progress (CAASPP).
- Provide parent(s) information regarding local testing.
- Foster ongoing communication with Directors, RCs, teachers, students, and parents.
- Responsible for following policies and procedures of the school.
- Address teacher, parent, and student concerns that arise.
- Be the first line of support for testing.
- Focus on student achievement through planning and practices aligned with the LCAP.
- Create an environment of trust, open communication, creative thinking, and cohesive team effort.
- Work with the Tech department to ensure adequate equipment is available for testing.
- Track and manage testing equipment.
- Provide support to all test locations, staff, and families.
- Motivate and inspire team members and students.



Teacher Trainer Coordinator

Job Summary:

The Teacher Trainer Coordinator trains and supports incoming teaching staff with the Teacher Training Boot Camp and struggling teaching staff with targeting supports under the direction of the Executive Director. The Teacher Trainer Coordinator will hold a student roster of 28 and be compensated with a stipend of \$10,000. The Testing Coordinator can earn an additional stipend per student with a maximum roster of 35.

Duties and Responsibilities:

- Collaborate with the leadership team to plan and implement trainings.
- Provide training and support as needed to all teachers on an ongoing basis throughout the school year.
- Coordinate, schedule, and implement regional "Boot Camp" Training. Training team members may have involvement during the Annual Back to School PD and will schedule trainings for their designated region as needed throughout the school year.
- Maintain professional, positive, ethical, cooperative relationships with students, parents, other staff, administration, and other community members.
- Host online or in-person meetings and trainings as needed.
- Assist with continued development of the training program and duties as needed.
- Be an active, contributing member of the Training Team. This could include participating in pilot groups, as needed and provide supportive and constructive feedback. Involvement may include learning a new process or program, participate in a select pilot group of team members to test the process or program, attending in-service and/or virtual trainings and meetings.
- Meet professional obligations through efficient work habits such as, meeting deadlines, honoring schedules, coordinating resources and meetings in an effective and timely manner, and demonstrate respect for others.
- Maintain professional, positive, ethical, cooperative relationships with students, parents, other staff, administration, and other community members.
- Other duties as assigned.



Summary Statement

The Leadership team met as a team to evaluate responsibilities and job duties. Compensation, thresholds, and responsibilities were determined through time and task analysis, as well as knowledge of the level of responsibility required. Additional information was also taken into account such as personal leadership, direct achievement, LCAP and legal requirements.

Desired Qualifications for Credentialed Positions:

- Valid California teaching and EL credential (required).
- One year of HST experience is preferred.
- Experience/coursework specializing in intervention preferred.
- Experience with leading SST/504 meeting preferred.
- Ability to stay organized in a fast paced environment.
- Comfortable with online/virtual meeting platforms including Google Hangouts, Blackboard, Zoom, etc.
- Knowledge of various learning modalities/educational philosophies.
- Be organized and demonstrate the ability to meet all deadlines.
- Work collaboratively in a remote environment with classified and teaching staff as well as coordinators and directors.
- Ability to be proactive and innovative.
- Should understand the Homeschool Teaching Job and demonstrate proficiency in performance of the duties for all grade levels.



Suspension and Expulsion Policy

Yosemite Valley Charter School is committed to promoting learning and protecting the safety and well-being of all students at the Charter School. In creating this policy, the Charter School has reviewed Education Code Section 48900 *et seq.* which describes the non-charter schools' list of offenses and procedures to establish its list of offenses and procedures for suspensions and expulsions. The language that follows closely mirrors the language of Education Code Section 48900 *et seq.* The Charter School is committed to annual review of policies and procedures surrounding suspensions and expulsions and, as necessary, modification of the lists of offenses for which students are subject to suspension or expulsion.

The purpose of Yosemite Valley Charter School Governing Board approving this Suspension and Expulsion Policy is to accomplish the following:

1. Establish the Responsibility of the Charter School
2. Identify the Grounds for Suspension and Expulsion of Students
3. Identify Enumerated Offenses
4. Outline Suspension Procedures
5. Outline the Authority to Expel
6. Outline Expulsion Procedures
7. Outline Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses
8. Identify the Record of Hearing
9. Identify the Presentation of Evidence
10. Outline the Written Notice to Expel
11. Outline the Maintenance of Disciplinary Records
- ~~12. Identify a Student's Right to Appeal~~
13. Outline Expelled Students/Alternative Education
14. Outline Rehabilitation Plans
15. Outline the Readmission Process

- 1. Responsibility of the Charter School:** When the policy is violated, it may be necessary to suspend or expel a student from the Charter School. This policy shall serve as the Charter School's policy and procedures for student suspension and expulsion and it may be amended from time to time without the need to amend the charter so long as the amendments comport with legal requirements. Charter School staff shall enforce disciplinary rules and procedures fairly and consistently among all students. This Policy and its Procedures will be printed and distributed as part of the Parent-Student Handbook and will clearly describe discipline expectations. Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of the Policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff, or other persons or to prevent damage to school property.

A student has the right to be free from the use of seclusion and behavioral restraints of any form

imposed as a means of coercion, discipline, convenience, or retaliation by staff. This right includes, but is not limited to, the right to be free from the use of a drug administered to the student in order to control the student's behavior or to restrict the student's freedom of movement, if that drug is not a standard treatment for the student's medical or psychiatric condition. School staff may use seclusion or a behavior restraint only to control behavior that poses a clear and present danger of serious physical harm to the pupil or others that cannot be immediately prevented by a response that is less restrictive. School staff shall avoid, whenever possible, the use of seclusion or behavioral restraint techniques.

School staff shall not do any of the following:

- Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.
- Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
- Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places his or her body weight against the pupil's torso or back.
- Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil's face.
- Place a pupil in a facedown position with the pupil's hands held or restrained behind the pupil's back.
- Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.

The Charter School administration shall ensure that students and their parents/guardians are notified in writing upon enrollment of all discipline policies and procedures.

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

A student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities Education Improvement Act of 2004 ("IDEIA") or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 ("Section 504") is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to general education students except when federal and state law mandates additional or different procedures. The Charter School will follow all applicable federal and state laws including but not limited to the California Education Code, when imposing any form of discipline on a student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students. Additional detail follows below.

- 2. Grounds for Suspension and Expulsion of Students:** A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at any time including but not limited to: a) while on school grounds; b) while going to or coming from school; c) during the lunch period, whether on or off the school campus; d) during, going to, or coming from a school-sponsored activity.

3. Enumerated Offenses:

- Discretionary Suspension Offenses. Students may be suspended for any of the following acts when it is determined the student:
 - Caused, attempted to cause, or threatened to cause physical injury to another person.
 - Willfully used force of violence upon the person of another, except self-defense.
 - Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code 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 same as 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 (as used in this policy, “school property” includes, but is not limited to, electronic files and databases).
 - Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited, to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a student.
 - 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 Section 11014.5.
 - Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties.
 - Commencing July 1, 2020, a pupil enrolled in kindergarten or any of grades 1 to 8, inclusive, shall not be suspended for any of the acts specified above relating to disrupting school activities and willful defiance, and those acts shall not constitute grounds for a pupil enrolled 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, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.

- Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 288, ~~288a~~ or 289, or former 288a, or committed a sexual battery as defined in Penal Code Section 243.4.
- Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, “hazing” means a method of initiation or preinitiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. For purposes of this section, “hazing” does not include athletic events or school-sanctioned events.
- Made terrorist threats against school officials and/or school property. For purposes of this section, “terroristic threat” shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family’s safety, or for the protection of school property, or the personal property of the person threatened or his or her immediate family.
- Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual’s academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to students in any of grades 4 to 12, inclusive.
- Caused, attempted to cause, threaten to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to students in any of grades 4 to 12, inclusive.
- 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 class work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment. This section shall apply to students in any of grades 4 to 12, inclusive.
- Discriminated against, harassed, intimidated, and/or bullied any person or groups of persons based on the following actual or perceived characteristics: disability, gender, nationality, race or ethnicity, religion, sexual orientation, gender identity,

gender expression or association with one or more of these actual or perceived characteristics. This policy applies to all acts related to school activity or school attendance occurring within the school.

- Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
- 1) “Bullying” means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
 - i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of ~~the student’s his or her~~ age, or for a person of ~~that student’s his or her~~ age with exceptional needs) or students in fear of harm to that student’s or those students’ person or property.
 - ii. Causing a reasonable student to experience a substantially detrimental effect on ~~that student’s his or her~~ physical or mental health.
 - iii. Causing a reasonable student to experience substantial interference with ~~that student’s his or her~~ academic performance.
 - iv. Causing a reasonable student to experience substantial interference with ~~that student’s his or her~~ ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
 - 2) “Electronic Act” means the transmission 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, or image.
 - ii. A post on a social network Internet Web site including, but not limited to:
 - (a) Posting to or creating a burn page. A “burn page” means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
 - (b) Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in subparagraph (1) above. “Credible impersonation” means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.
 - (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. “False profile” means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.
 - iii. Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

iv. An act of cyber sexual bullying. (48900(r)(2)(A)(iii).

(a) For purposes of this section, “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 above. A photograph or other visual recording shall include the depiction of a nude, semi-nude or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording or other electronic act.

(b) Cyber sexual bullying does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political or scientific value or that involves athletic events or school-sanctioned activities.

- A student who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a student who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1).
- Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Director or designee’s concurrence.
- Non-Discretionary Suspension Offenses: Students must be suspended and recommended for expulsion for any of the following acts when it is determined the student:
 - Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Director or designee’s concurrence.
- Discretionary Expellable Offenses: Students may be recommended for expulsion for any of the following acts when it is determined the student:
 - Caused, attempted to cause, or threatened to cause physical injury to another person.
 - Willfully used force of violence upon the person of another, except self-defense.
 - 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 same as 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 products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a student.
- 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 Section 11014.5.
- ~~○ Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties.~~
- Knowingly received stolen school property or private property.
- Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 288, ~~288a~~ or 289, or former 288a, or committed a sexual battery as defined in Penal Code Section 243.4.
- Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, “hazing” means a method of initiation or pre-initiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. For purposes of this section, “hazing” does not include athletic events or school-sanctioned events.
- Made terrorist threats against school officials and/or school property. For purposes of this section, “terroristic threat” shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face

and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school property, or the personal property of the person threatened or his or her immediate family.

- Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to students in any of grades 4 to 12, inclusive.
 - Caused, attempted to cause, threaten to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to students in any of grades 4 to 12, inclusive.
 - 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 class work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment. This section shall apply to students in any of grades 4 to 12, inclusive.
 - Discriminated against, harassed, intimidated, and/or bullied any person or groups of persons based on the following actual or perceived characteristics: disability, gender, nationality, race or ethnicity, religion, sexual orientation, gender identity, gender expression or association with one or more of these actual or perceived characteristics. This policy applies to all acts related to school activity or school attendance occurring within the school.
 - Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
- 1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including acts one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
- i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of that student's ~~his or her~~ age, or for a person of that student's ~~his or her~~ age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
 - ii. Causing a reasonable student to experience a substantially detrimental effect on that student's ~~his or her~~ physical or mental health.
 - iii. Causing a reasonable student to experience substantial interference with that student's ~~his or her~~ academic performance.

- iv. Causing a reasonable student to experience substantial interference with ~~that student's-his-or-her~~ ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
- 2) "Electronic Act" means the transmission 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, or image.
 - ii. A post on a social network Internet Web site including, but not limited to:
 - (c) Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
 - (d) Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.
 - (e) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.
 - iii. Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
 - iv. **An act of cyber sexual bullying. (48900(r)(2)(A)(iii).**
 - (a) For purposes of this section, "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 above. A photograph or other visual recording shall include the depiction of a nude, semi-nude or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording or other electronic act.
 - (b) Cyber sexual bullying does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political or scientific value or that involves athletic events or school-sanctioned activities.
- A student who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a student who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1).
 - Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess

the item from a certificated school employee, with the Director or designee's concurrence.

- Non-Discretionary Expellable Offenses: Students must be recommended for expulsion for any of the following acts when it is determined pursuant to the procedures below that the student:
 - Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Director or designee's concurrence.

If it is determined by the Board of Directors that a student has brought a fire arm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or to have possessed a firearm or dangerous device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994.

The term "firearm" means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such term does not include an antique firearm.

The term "destructive device" means (A) any explosive, incendiary, or poison gas, including but not limited to: (i) bomb, (ii) grenade, (iii) rocket having a propellant charge of more than four ounces, (iv) missile having an explosive or incendiary charge of more than one-quarter ounce, (v) mine, or (vi) device similar to any of the devices described in the preceding clauses.

4. Suspension Procedure: Suspensions shall be initiated according to the following procedures:

- Conference: Suspension shall be preceded, if possible, by a conference conducted by the Director or the Director's designee with the student and his or her parent and, whenever practical, the teacher, supervisor or Charter School employee who referred the student to the Director or designee.

The conference may be omitted if the Director or designee determines that an emergency situation exists. An "emergency situation" involves a clear and present danger to the lives, safety or health of students or Charter School personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student's right to return to school for the purpose of a conference.

At the conference, the student shall be informed of the reason for the disciplinary action, ~~and the evidence against that student~~ ~~home or her~~, ~~the other means of correction that were attempted before the disciplinary action~~, and shall be given the opportunity to present ~~that student's his or her~~ version and evidence in his or her defense. This conference shall be held within two school days, unless the student waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization. No penalties may be imposed on a student for failure of the student's parent or guardian to attend a conference with Charter School officials. Reinstatement of the suspended student shall not be contingent upon attendance by the student's parent or guardian at the conference.

- Notice to Parents/Guardians: At the time of the suspension, an administrator or

designee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense committed by the student. In addition, the notice may also state the date and time when the student may return to school. If Charter School officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

- **Suspension Time Limits/Recommendation for Expulsion:** Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension. Upon a recommendation of Expulsion by the Director or Director's designee, the student and the student's guardian or representative will be invited to a conference to determine if the suspension for the student should be extended pending an expulsion hearing. This determination will be made by the Director or designee upon either of the following: 1) the student's presence will be disruptive to the education process; or 2) the student poses a threat or danger to others. Upon either determination, the student's suspension will be extended pending the results of an expulsion hearing. *If such extended suspension exceeds 10 days, the following procedures shall be followed: 1) The Executive Director shall provide timely, written notice of the charges against the student and an explanation of the student's basic rights; 2) The School will provide a hearing adjudicated by a neutral officer within a reasonable number of days at which the student has a fair opportunity to present testimony, evidence and witnesses and confront and cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel. At this hearing, it will be determined whether the presence of the student at the School would cause a danger to persons or property or a threat of disrupting the instructional process pending the results of an expulsion hearing.*
- *Upon the request of a parent/guardian/educational rights holder/student, a teacher shall provide to a student in any of grades 1 to 12 who has been suspended from the School for two or more schooldays, the homework that the pupil would otherwise have been assigned. If a homework assignment that is requested and turned into the teacher by the student either upon the student's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, is not graded before the end of the academic term, that assignment shall not be included in the calculation for the student's overall grade in the class.*

5. **Authority to Expel:** A student may be expelled either by the Charter School Board following a hearing before it or by the Charter School Board upon the recommendation of an Administrative Panel to be assigned by the Board as needed. The Administrative Panel should consist of at least three members who are certificated and neither a teacher of the student or a Board member of the Charter School's governing board. The Administrative Panel may recommend expulsion of any student found to have committed an expellable offense.
6. **Expulsion Procedures:** Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. Unless postponed for good cause, the hearing shall be held within thirty (30) school days after the Director or designee determines that the Student has committed an expellable offense.

In the event an Administrative Panel hears the case, it will make a recommendation to the Board for a final decision whether to expel. The hearing shall be held in closed session (complying with all student confidentiality rules under FERPA) unless the Student makes a written request for a public hearing three (3) days prior to the hearing.

Written notice of the hearing shall be forwarded to the student and the student's parent/guardian at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the student. The notice shall include:

1. The date and place of the expulsion hearing;
2. A statement of the specific facts, charges and offenses upon which the proposed expulsion is based;
3. A copy of the Charter School's disciplinary rules which relate to the alleged violation;
4. Notification of the student's or parent/guardian's obligation to provide information about the student's status at the Charter School to any other school district or school to which the student seeks enrollment;
5. The opportunity for the student or the student's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor;
6. The right to inspect and obtain copies of all documents to be used at the hearing;
7. The opportunity to **present testimony, evidence and witnesses and** confront and question all witnesses who testify at the hearing;
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

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

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

- The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of his/her right to (a) receive five days' notice of his/her scheduled testimony, (b) have up to two (2) adult support persons of his/her choosing present in the hearing at the time he/she testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.
- The Charter School must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
- At the discretion of the entity conducting the expulsion hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which he or she may leave the hearing room.
- The entity conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
- The entity conducting the expulsion hearing may also limit time for taking the

testimony of the complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours.

- Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the person presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The entity conducting the hearing may permit any one of the support persons for the complaining witness to accompany him or her to the witness stand.
 - If one or both of the support persons is also a witness, the Charter School must present evidence that the witness' presence is both desired by the witness and will be helpful to the Charter School. The person presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising his or her discretion to remove a person from the hearing whom he or she believes is prompting, swaying, or influencing the witness.
 - The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.
 - Especially for charges involving sexual assault or battery, if the hearing is to be conducted in public at the request of the student being expelled, the complaining witness shall have the right to have his/her testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.
 - Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the person conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstance can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.
- 8. Record of Hearing:** A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.
- 9. Presentation of Evidence:** While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Administrative Panel to expel must be supported by substantial evidence that the student

committed an expellable offense. Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay. Sworn declarations may be admitted as testimony from witnesses of whom the Board or Administrative Panel determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

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

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

If the Administrative Panel decides not to recommend expulsion, the student shall immediately be returned to his/her educational program.

10. Written Notice to Expel: The Director or designee, following a decision of the Board to expel, shall send written notice of the decision to expel, including the Board's adopted findings of fact, to the student or parent/guardian. This notice shall also include the following: (a) Notice of the specific offense committed by the student; and (b) Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the Charter School.

The Director or designee shall send a copy of the written notice of the decision to expel to the authorizer. This notice shall include the following: (a) The student's name; and (b) The specific expellable offense committed by the student.

11. Disciplinary Records: The Charter School shall maintain records of all student suspensions and expulsions at the Charter School. Such records shall be made available to the authorizer upon request.

~~**12. Right to Appeal:** Per AB 1360, a student being expelled or suspended will be provided "oral or written notice of the charges against the student," "an explanation of the evidence that supports the charges and an opportunity for the student to present his or her side of the story," and/or the opportunity for "a hearing adjudicated by a neutral officer within a reasonable number of days at which the student has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the student has the right to bring legal counsel or an advocate." Moreover, for any non-voluntary removal, the student's parent or guardian will be given written notice of intent to remove the student no less than 5 school days in advance, and the parent/guardian will be given the right to challenge the non-voluntary removal under the same procedures as an expulsion.~~

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

- 14. Rehabilitation Plans:** Students who are expelled from the Charter School shall be given a rehabilitation plan upon expulsion as developed by the Board at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one year from the date of expulsion when the student may reapply to the Charter School for readmission.
- 15. Readmission:** The decision to readmit a student or to admit a previously expelled student from another school district or charter school shall be in the sole discretion of the Board following a meeting with the Director or designee and the student and guardian or representative to determine whether the student has successfully completed the rehabilitation plan and to determine whether the student poses a threat to others or will be disruptive to the school environment. The Director or designee shall make a recommendation to the Board following the meeting regarding his or her determination. The student's readmission is also contingent upon the Charter School's capacity at the time the student seeks readmission.



Educational Vendor Policies and Procedures

Yosemite Valley Charter School (“Charter School”) is focused on “Personalized Learning”, a philosophy that puts every student first by supporting them in honoring and exploring their unique skills, special gifts, talents, and aspirations. In furtherance of this philosophy and Charter School’s educational mission, families and Charter School staff together carefully select educational items and services for students to fit their goals and education plan.

The purpose of the Yosemite Valley Charter School Governing Board approving the Educational Vendor Policies and Procedures is to accomplish the key requirements detailed in this policy, including:

1. The Executive Director (as defined below) must approve all vendors before they can provide educational items or services to students.
2. The Homeschool Teacher (as defined below) and Executive Director (as defined below) must approve all requests for educational items or services to ensure they are aligned with the charter petition and student’s personalized learning curriculum.
3. No family may spend, or obligate the Charter School to spend, any Charter School monies on educational items and services. Charter School is responsible for making purchases of approved educational items and services.

VENDOR APPLICATION AND APPROVAL

1. **Educational Vendor Applications:** Charter School contracts with educational vendors who provide educational enrichment services (e.g., in-person educational activities) and items (e.g., textbooks, workbooks, etc.) to students. Vendors must submit an application to Charter School detailing critical information such as qualifications and services. Charter School shall carefully review Vendor’s application, website, available references, social media, and other pertinent information.

The Executive Director or his/her designee (“Executive Director”) must approve all educational vendors and enter into an agreement with approved vendors before a vendor can provide any educational services to students. The Executive Director may reject a vendor applicant or terminate vendor services for any reason. The Executive Director may delegate his/her authority to approve vendors as necessary to promote the effective operations of the Charter School. For educational products, parents may submit requests specific educational products from a particular vendor (e.g., pencils from an online store). The Charter School’s approval of the educational product request (approval process described below) serves as vendor approval.

2. **Vendor Guidelines:** The Executive Director is responsible for approving vendors, and must ensure the vendor meets guidelines, including, but not limited to the following:

- Vendor must have the qualifications, skills and, if applicable, the certification and licenses necessary to perform the requested services in a competent and professional manner.
 - Vendor conducts background checks pursuant to Education Code section 45125.1 to ensure Vendor (if an individual), its employees, and agents who interact with students have not committed a serious or violent felony.
 - Vendor services and/or products must be non-sectarian. Vendor's services and products must not discriminate on the basis of disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation or any other protected basis under California law.
 - Vendor must maintain adequate levels of insurance for its educational services.
 - Vendor must not be a private school offering services through a part-time program (e.g., after school programs) or a parent-organized group (also known as "co-op").
 - Vendors must qualify as independent contractors in accordance with applicable laws. This is determined by the Executive Director based on vendor representations and vetting by the Charter School or its service provider.
3. **Vendor Agreement:** Once the Executive Director has approved a vendor, the vendor and Charter School must enter into a vendor agreement before the school can order educational services from the vendor. Considering families may have one-off requests for educational products, a vendor agreement may not be necessary for the Charter School to purchase educational products (e.g., ordering pencils from an online store for one student). The vendor agreement will include protections set forth in this policy, including, but not limited to requiring background checks for staff interacting with students, prohibitions on non-sectarian/discriminatory items and services, insurance and indemnification provisions, and more.

REQUESTING EDUCATIONAL SERVICES AND ITEMS

1. **Requests:** Students make requests for educational services and items through the Enrichment Ordering System. The Enrichment Ordering System is accessible on the Charter School website and features a list of approved educational vendors. All requests for educational services and items must: (i) first be approved the credentialed teacher assigned to supervise student's independent study ("Homeschool Teacher"); and (ii) approved by the Executive Director or designee. The Executive Director may delegate his/her authority to approve parent requests for educational items and services as necessary to promote the effective operations of the Charter School.

The Executive Director can deny any request for educational items or services in his or her sole discretion for any reason. Families cannot directly purchase, or obligate the Charter School to purchase, any educational items or service without Charter School's approval.

~~The planning amount for each student for educational items and services per full school year is \$2600 (TK—8th grade) and \$2800 (9th—12th grade) for the 2020—2021 School Year.~~ The Charter School establishes a planning amount for students for educational items and services per full school year. This planning amount for educational items and services is based, in part, on a student's attendance. Parents and students are not guaranteed to receive any educational items and services up to and equal to this planning amount, as a

Homeschool Teacher and the Executive Director must approve all requests. The planning amount is also not a mandatory cap limiting the Charter School's ability provide necessary educational services to students (e.g., pursuant to a student's individualized education program).

The Charter School developed this planning amount to help ensure the school provides educational items and services aligned with its budget and to help ensure fair and equal treatment of students, to the extent consistent with individual needs. Parents and students are not given access to direct or encumber planning amount funds. Parents are encouraged to work with their Homeschool Teacher to develop multi-year plans for their children because their educational needs may vary from year-to-year. While the Charter School does not guarantee any specific amount of funding for educational services and items, a multi-year plan empowers the Charter School and families to develop a personalized course of study suited to their children's needs and the Charter School to effectively budget for all students. The planning amount cannot be transferred to any other student.

The Homeschool Teacher and Executive Director are responsible for granting requests and allocating educational products and services in a nondiscriminatory manner. The Charter School shall seek to purchase cost-effective educational items and services. The Homeschool Teacher and Executive Director shall ensure purchased educational items and services meet the following requirements:

- From approved vendors only.
- Support the requesting student's personalized curriculum and education plan.
- Must be aligned with State standards, student's course of study (e.g., requested amount of fabric corresponds to length of course/project), and student's independent study master written agreement.
- From a vendor who is not related to the Charter School family requesting the educational items or services and otherwise does not present conflict of interest concerns.

2. **Core Subject Curriculum:** The Homeschool Teacher and Executive Director must ensure students access all necessary "core subject curriculum" – education items/services necessary for the student to complete his/her State standards-aligned course of study – before approving any extracurricular activities or supplemental educational or enrichment items. Core subject curriculum includes physical curriculum like McGraw Hill Textbook Set and associated workbooks and access to digital educational platforms such as Odysseyware or StongMind Digital Learning.

3. **Enrichment Certificates:** After the Homeschool Teacher and Executive Director approve a request through the Enrichment Ordering System, an "Enrichment Certificate" is created by Charter School. Charter School requests educational services and items from approved vendors through Enrichment Certificates. If necessary, Charter School may use an approved vendor's purchase order form in lieu of an Enrichment Certificate. Certificates/purchase orders should include important information, including the requested educational services, dates of services, Enrichment Certificate/PO Number, and approved cost for services.

Vendors must receive an approved Enrichment Certificate/purchase order before providing educational services or items to students. Vendors must receive the Enrichment Certificate/purchase order and provide the requested education services before submitting an invoice to Charter School.

4. **Prohibited Requests:** Charter School students can only request education services and items available in the Enrichment Ordering System. The following is a non-exhaustive list

of prohibited items and services: **Homeschool Teachers and Principals will only approve requests for educational items and services that are educational quality (e.g., not top of the line). Only basic items and services may be approved. Charter School will not approve educational items or services beyond what is needed to meet a student's learning objectives.**

- Backpacks
- Amusement park tickets
- Video game hardware or software
- Excessive quantities of any item or service (e.g., beyond student's course of study).
- Non-educational household items (e.g., storage containers, organizational items (large or small items), picture frames, etc.)
- Bicycles, tricycles, scooters, skateboards, rollerblades, roller skates, wagons, etc.
- Live animals or animal supplies small insects/amphibians/worms as a part of a science class. Certain kit and supplies can be ordered by a student (e.g., praying mantis, caterpillars, ladybugs, or silkworms to study; ant farms; or tadpoles)
- Top of the line musical instruments (where more reasonably-priced options are available)
- Educational items and services must be nonsectarian
- Taxis/Uber/Lyft rides and other transportation costs

5. **Educational Field Trips:** While families are prohibited from requesting trips to non-educational venues, they can request to join educational field trips through the Enrichment Ordering System (e.g., museums, aquariums, libraries, etc.) The Executive Director and Homeschool Teacher shall carefully scrutinize each request to ensure the requested educational field trip aligns with the student's course of study and furthers their education and that all participants are necessary for student transportation, safety and supervision.

In light of the Charter School providing an independent study program, it is anticipated that a parent/guardian may need to serve as chaperone and transport their children for approved educational field trips. The Charter School Board finds funding the actual, reasonable, and necessary costs (not from a student's planning amount) for a chaperone to access the educational field trip (e.g., ticket to museum, transportation costs) furthers public school purposes where necessary or desirable to allow students to participate in educational field trips.

6. **Student and Family Responsibilities:**

- A. Returning Educational Products: All educational items requested through the Enrichment Ordering System are the property of the Charter School. This includes any technology, textbooks, and other educational items. Families must return all educational products upon disenrollment or upon request by the Executive Director or Homeschool Teacher. In accordance with applicable law, parents are responsible for to replace lost, stolen, damage, or otherwise unreturned educational items.

- Certain items are "consumable", meaning they are not functional after use (e.g., workbooks). These items can be discarded by families after use.

- B. Damaged or Lost Educational Items: Parents are responsible for replacing lost, stolen, damage, or otherwise unreturned educational items to the extent allowed under

applicable law. If an educational item is damaged, parents must immediately contact the Homeschool Teacher for support.

- C. Required Attendance: Students must attend regular learning period meetings with their Homeschool Teacher to discuss progress, turn in quality work samples, and complete their Student Activity Logs (Attendance Logs) in order to make requests for extracurricular educational activities (e.g., non-core curriculum items) through Enrichment Ordering System.

- 7. **Questions:** If Charter School families have any questions about this policy or how to make requests for educational items and services, please contact Executive Director, Dr. Laurie Goodman at laurie@inspireschools.org

VENDOR AGREEMENT

This Vendor Agreement ("Agreement") is made between **Yosemite Valley Charter School** ("School"), a California nonprofit public corporation **that operates a public charter school** and _____ ("Vendor").



RECITALS

WHEREAS, School fosters successful student achievement through a quality, personalized, and standards-based education program featuring unique and hands-on experiential learning experiences;

WHEREAS, Vendor is engaged in the businesses of providing experienced and qualified educational services as set forth in **Exhibit A**; and

WHEREAS, School desires to retain Vendor for the purpose of providing the services described herein for the benefit of the School, families, and students.

NOW, THEREFORE, in consideration of the foregoing recitals, the promises and the mutual covenants contained herein, and for other good, valuable and sufficient consideration, the parties agree as follows:

SECTION 1. TERM and TERMINATION.

- a. Term: This Agreement shall be effective as of **[INSERT DATE]** ~~until June 30, 2020 (the "Initial Term").~~ **[INSERT DATE]**.
- b. Termination: Vendor may terminate this Agreement for cause after providing sixty (60) days advance written notice to School. School may terminate this Agreement at any time, with or without cause in its sole discretion with same-day written notice. Upon termination, School shall pay Vendor for all necessary and approved Services rendered pursuant to this Agreement and relevant "Enrichment Certificate(s)" (defined below) up to the effective date of termination. School has no obligation to pay Vendor for any Services provided after the effective date of termination. The termination of this Agreement constitutes a termination of any active invoices and Enrichment Certificates.

SECTION 2. SERVICES.

- a. Scope of Services: Vendor is hereby engaged by School to perform the student enrichment services specified in **Exhibit A**, incorporated herein by reference ("Services"), subject to the terms and conditions contained herein. Vendor assumes full responsibility for the performance of the Services provided under

the terms of this Agreement. School does not guarantee any minimum amount of work by this Agreement.

- b. No Authority to Bind School: Vendor understands and agrees that Vendor lacks the authority to bind School contractually, conduct business on School's behalf, or incur any obligations on behalf of School. Specifically, Vendor agrees not to represent himself/herself or any Vendor employees, agents, or contractors as an employee of School in any capacity, including, but not limited to, when interacting with School students, parents, vendors, or employees.
- c. Responsibility for Performance: Vendor assumes full responsibility for the performance of Vendor's duties under the terms of this Agreement and warrants that Vendor and its employees, contractors, and other agents are fully qualified in Vendor's specialized skill or expertise to perform such duties. Vendor will not enter into any contract or engagement that conflicts or interferes with Vendor's duties under this Agreement.
- d. Compliance with Charter Petition and Law: Except when otherwise expressly required by applicable law, School shall not be responsible for monitoring Vendor's compliance with the law, charter petition, and Agreement. Vendor acknowledges that School must comply with Education Code § 220's prohibitions against discrimination, obligations to provide a free appropriate education to students with exceptional needs pursuant to the Individuals with Disabilities Education Act ("IDEA") and Section 504 of the Rehabilitation Act, and be non-sectarian in its programs. Vendor must be non-sectarian in any Services provided to School students. Vendor shall ensure its performance of its Services complies with these legal and charter petition requirements. If Vendor performs any Services in a manner that is contrary to law, Vendor shall bear all claims, costs, losses and damages (including, but not limited to, reasonable attorneys' fees and costs) arising therefrom.
- e. Service Limitations: Vendor shall not serve a School student for more than twelve (12) core academic hours including math, language arts, social studies, science and world language during the school week (Monday to Friday from 8:00 am to 2:30 pm) under this Agreement or any other arrangement (e.g., Student participation in a Vendor program outside of School activities); excepting visual and performing arts, CTE pathways, robotics, and physical activities including dance, gymnastics, karate, and other similar activities, as approved by the supervising teacher.
- f. No Private School Affiliation: Vendor certifies that it is not, nor is it affiliated with, a private school that submitted an affidavit to register with the California Department of Education and is listed on the state's Private School Directory ("Private School"). Vendor affirms the Services shall not be provided at a Private School. Vendor affirms that it will not confer any compensation received for performing Services under this Agreement to a Private School.

- g. Prohibited Conflicts: Vendor is prohibited from providing Services under this Agreement to a relative (e.g., child, grandchild, niece/nephew, sibling, etc.) of the Vendor (or its employees). School shall not be responsible for paying Vendor for the prohibited services described herein.

SECTION 3. PAYMENT.

- a. Enrichment Certificate: School requests Services from Vendor through **School's issuance of** an Enrichment Certificate. School is not responsible **to pay for any the** costs of Services without issuance of an Enrichment Certificate. The Enrichment Certificate will detail requested Services, dates of Services, fees for Services, and other relevant information. Vendors must first receive an Enrichment Certificate before providing Services to students. School does not pay for Services in advance. If an Enrichment Certificate expires, Vendor must cease providing Services until it receives another Enrichment Certificate.
- b. Vendor Invoice: School shall pay Vendor for Services performed through invoices. Vendor will remit one (1) itemized invoice after completing the Services pursuant to an Enrichment Certificate. Vendors should submit invoices to **[INSERT CONTACT INFORMATION]**. School will endeavor to pay undisputed invoice amounts within thirty (30) days of receipt.
- c. Termination of Enrichment Certificate: School may terminate an Enrichment Certificate at any time, with or without cause in its sole discretion with same-day written notice. School shall pay Vendor the undisputed amounts for Services already performed under the Enrichment Certificate.
- d. Incurred Costs: Any damages or costs incurred by School, including replacement costs, as a result of Vendor's failure to competently perform under this Agreement may be deducted by School from any amounts owed to Vendor.
- e. Use of School's Name: Vendor shall not use the name, insignia, mark, or any facsimile of the School for any purpose, including but not limited to advertising, client lists, or references, without the advance written authorization of the School.

SECTION 4. GENERAL CONDITIONS FOR VENDOR PERFORMANCE.

- a. Vendor Qualifications: Vendor represents it has the qualifications, skills and, if applicable, the certification and licenses necessary to perform the Services in a competent, and professional manner, without the advice or direction of School. Upon School's request, Vendor shall provide copies of certification or licensure. Subject to the terms of this Agreement, Vendor shall render all Services hereunder in accordance with this Agreement and **Exhibit A**, Vendor's independent and professional judgment and in compliance with all applicable laws and with the generally accepted practices and principles of Vendor's trade. Vendor is customarily engaged in the independently established trade, occupation, or business of the same nature as the Services performed.

- b. Relationship: The School is not an employer of Vendor or its employees, contractors, or agents and shall not supervise individuals as such in carrying out the Services to be performed by Vendor under the terms of this Agreement. It is expressly understood between the parties that Vendor and its employees, contractors, and agents are not employee(s) of School.
- c. Licenses: Vendor warrants that Vendor is engaged in an independent and bona fide business operation, markets him/her/itself as such, is in possession of a valid business license/insurance when required, and is providing or capable of providing similar services as set forth in **Exhibit A** to others.
- d. No Training or Instruction: Although School may at times provide information concerning its business and students to Vendor, School will not provide any training or instruction to Vendor concerning the manner and means of providing the Services that are subject to this Agreement because Vendor warrants that Vendor is highly skilled in its industry.

SECTION 5. TAXES. Because Vendor is not an employee of School, all compensation called for under this Agreement shall be paid without deductions or withholdings, and will be accompanied by an IRS Form 1099, as applicable, at year end. Vendor is responsible for the reporting and payment of any state and/or federal income tax or other withholdings on the compensation provided under this Agreement or any related assessments. In addition, Vendor shall fill out and execute a Form W-9. In the event that the Internal Revenue Service or the State of California should determine that Vendor or its employee(s) is/are an employee of School subject to withholding and social security contributions, Vendor acknowledges consistent with this Agreement that all payments due to Vendor under this Agreement are gross payments, and the Vendor is solely responsible for all income taxes, social security payments, or other applicable deductions thereon.

SECTION 6. BENEFITS. Vendor and its employees, contractors, and agents are not entitled to the rights or benefits that may be afforded to School employees including, but not limited to, disability, workers' compensation, unemployment benefits, sick leave, vacation leave, medical insurance and retirement benefits. Vendor is solely responsible for providing at Vendor's own expense, disability, unemployment, workers' compensation and other insurance for Vendor and any of its employees, contractors, and agents. ~~Vendor shall further maintain at its own expense any permits, credentials, certifications and/or licenses necessary to provide the Services and shall provide any training necessary for its employees, contractors, and agents to perform all Services under this Agreement.~~

SECTION 7. MATERIALS. Vendor will furnish at its own expense all materials, equipment and supplies used to provide the Services.

SECTION 8. BACKGROUND CHECK AND SAFETY REQUIREMENTS.

- a. Background Check: Vendor shall ensure its employees, agents, and contractors working directly with School students complete a criminal background check through the Department of Justice ("DOJ") in accordance with Education Code section 45125.1. Vendor certifies to School that no one working on behalf of Vendor (e.g., Vendor employees, agents, or contractors) working with School students have been convicted or have pending charges of a violent or serious felony as defined in Penal Code sections 667.5(c) and 1192.7(c). The cost of the background check is the Vendor's responsibility.
- b. First Aid & CPR Certification: Upon School's request, Vendor shall ensure its employees, agents, or contractors obtain First-Aid and CPR Certification. Vendors shall implement safety policies and procedures related to emergency response and accident reporting reasonable for the Services.
- c. Supervision: Vendor is responsible for supervising and ensuring students have a safe environment from the time they are dropped off to receive Services and until the responsible party picks them up. Students may not be left unattended during Vendor's provision of Services. Students shall not interact in one-on-one settings with Vendor (or its employees) without the School's express written permission. Vendor may not transport students without School's express written permission.
- d. Student Discipline: Vendor acknowledges that School is responsible for managing and overseeing the education program, which incorporates the Vendor's enrichment services. Vendor must immediately notify School when students act inappropriately and may require discipline. School is responsible for issuing discipline to students. ~~If Vendor learns a student may pose a health or safety threat to himself/herself or to other individuals, Vendor must immediately notify the School.~~ If Vendor wishes to remove a participant from their Services, the Vendor shall notify School and the parties will discuss appropriate measures.
- e. Reporting Bullying and Harassment Incidents to School: To the fullest extent allowed by law, Vendor shall immediately notify School if it becomes aware of any incident of bullying, discrimination, harassment, or sexual harassment at Vendor's place of business, during Vendor's provision of Services, or otherwise involving School students, Vendor, or Vendor's employees, contractors, or agents in any way. If Vendor learns a student may pose a health or safety threat to himself/herself or to other individuals, Vendor must immediately notify the School.
- f. Training: Vendor shall ensure its employees, contractors, or agents who interact with School students participate in sexual harassment prevention training before providing Services under this Agreement. Upon School's request, Vendor shall provide proof of compliance with this training requirement

SECTION 9. INDEMNIFICATION AND INSURANCE.

- a. Indemnification: To the maximum extent allowable by law, Vendor will indemnify, defend, and hold harmless School, its officers, directors, employees, agents and volunteers from and against all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, attorneys' fees, and costs that such entities or persons may incur that arise out of or relate to this Agreement or the alleged negligence, recklessness or willful misconduct of Vendor, including of Vendor's officers, directors, employees, subcontractors, agents, representatives, volunteers, successors, assigns or anyone for whom Vendor is legally responsible. Vendor's indemnity, defense and hold harmless obligations shall survive the termination of this Agreement. To the maximum extent allowable by law, Vendor also agrees to hold harmless, indemnify, and defend School from any and all liability, damages, or losses (including reasonable attorneys' fees, costs, penalties, and fines) School suffers as a result of (a) Vendor's failure to meet its obligations under Sections 4-6, or (b) a third party's designation of Vendor or Vendor's employees, agents, or contractors as an employee of School regardless of any actual or alleged negligence by School.
- b. General Liability Insurance Limits: Vendor agrees to maintain general liability insurance coverage, including both bodily injury and property damage, with at least the following coverage limits:
- i. \$1,000,000 per occurrence
 - ii. \$2,000,000 general aggregate
 - iii. \$500,000 personal & advertising injury
- c. Additional Insurance Requirements: Vendor's insurance shall constitute primary coverage for any loss or liability arising from or relating to this Agreement and any insurance held by School shall constitute secondary, excess coverage. School may require additional insurance coverage depending on the Services and shall communicate these insurance requirements to the Vendor in conjunction with the provision of an Enrichment Certificate. Vendor's insurance policies required under this Agreement shall name School as additionally insured.

SECTION 10. CONFIDENTIALITY.

- a. Confidential Information: Vendor acknowledges that during the course of performing Services, Vendor may become privy to confidential, privileged and/or proprietary information important to the School. Vendor further acknowledges its obligations under the Family Educational Rights and Privacy Act ("FERPA") and California Uniform Trade Secrets Act. Vendor shall ensure that all of its employees, agents and contractors agree to the requirements of this section prior to receiving any Confidential Information (defined below). Vendor shall not use or disclose during or after the term of this Agreement, without the prior

written consent of School, any information relating to School's employees, directors, agents, students or families, or any information regarding the affairs or operations of School, including School's confidential/proprietary information and trade secrets ("Confidential Information"). Confidential Information, whether prepared by or for the School, includes, without limitation, all of the following: education records, student rosters, medical records, personnel records, information technology systems, financial and accounting information, business or marketing plans or strategies, methods of doing business, curriculum, lists, email addresses and other information concerning actual and potential students or vendors and/or any other information Vendor reasonably should know is treated as confidential by the School. The only allowed disclosures of Confidential Information are (i) with prior written consent of School; (ii) after the information is generally available to the public other than by reason of a breach by Vendor of this agreement to maintain confidentiality; (iii) after the information has been acquired by Vendor through independent means and without a breach of Vendor's duties to School under this Agreement or otherwise; or (iv) pursuant to the order of a court or other tribunal with jurisdiction if Vendor has given School adequate notice so that School may contest any such process. Personally identifiable student information may only be used as necessary to meet Vendor's obligations under this Agreement.

Vendor shall not use any Confidential Information (e.g., student or parent contact information) to market any products or services to School parents or students without School's express written permission. Vendor must take all necessary and appropriate steps to protect and safeguard all of School's Confidential Information and proprietary information from unauthorized disclosure.

- b. Disclosure of Records: School will provide Vendor with those records requested by Vendor that are reasonably necessary to allow Vendor to perform the Services. Vendor shall use any such records only for the purpose provided and not for the benefit of any other person or entity. Upon termination of this Agreement or School's request, Vendor will immediately surrender to School or destroy all Confidential Information and other materials provided to Vendor by School, including all physical copies, drafts, digital or computer versions.

SECTION 11. ENTIRE AGREEMENT. This Agreement and its incorporated exhibits constitute the entire agreement between the parties with respect to the subject matter contained herein and supersede all agreements, representations and understandings of the parties with respect to such subject matter made or entered into prior to the date of this Agreement.

SECTION 12. DISPUTE RESOLUTION.

- a. Informal Dispute Resolution: If there is any dispute or controversy between the parties arising out of or relating to this Agreement, the parties shall first meet and confer informally in an attempt to resolve the issue.

- b. Mediation: If reasonable efforts at informal resolution are unsuccessful, the parties shall participate in a mediation with a mutually-agreed upon mediator. Any costs and fees, other than attorneys' fees, associated the mediation shall be shared equally by the parties.
- c. Arbitration: If School has paid more than \$25,000 to Vendor for Services since the start of the previous fiscal year, and efforts to resolve the dispute at mediation are unsuccessful, the parties agree that such dispute will be submitted to private and confidential arbitration by a single neutral arbitrator through Judicial Arbitration and Mediation Services, Inc. ("JAMS") at the nearest JAMS location, or other service agreed upon by both parties, and that such arbitration will be the exclusive final dispute resolution method under this Agreement. The JAMS Streamlined Arbitration Rules & Procedures in effect at the time the claim or dispute is arbitrated will govern the procedure for the arbitration proceedings between the parties. The arbitrator shall not have the power to modify any of the provisions of this Agreement. The decision of the arbitrator shall be final, conclusive and binding upon the parties hereto, and shall be enforceable in any court of competent jurisdiction. The party initiating the arbitration shall advance the arbitrator's initial fee. Otherwise and thereafter, each party shall bear their own costs of the arbitration proceeding or litigation to enforce this Agreement, including attorneys' fees and costs. Except where clearly prevented by the area in dispute, both parties agree to continue performing their respective obligations under this Agreement until the dispute is resolved, subject to the right to terminate this Agreement. Nothing in this Agreement is intended to prevent either party from obtaining injunctive or equitable relief in court to prevent irreparable harm pending the conclusion of any such arbitration.

SECTION 13. MODIFYING THE AGREEMENT. No supplement, modification, or amendment of this Agreement shall be binding unless in writing and executed by both parties.

SECTION 14. NO WAIVER. No waiver of any provision of this Agreement shall constitute, or be deemed to constitute, a waiver of any other provision, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

SECTION 15. NO ASSIGNMENT. No party shall assign this Agreement, any interest in this Agreement, or its rights or obligations under this Agreement without the express prior written consent of the other party. This Agreement shall be binding on, and shall inure to the benefit of, the parties and their respective permitted successors and assigns.

SECTION 16. SEVERABILITY. If any provision of this Agreement is invalid or contravenes applicable law, such provision shall be deemed not to be a part of this Agreement and shall not affect the validity or enforceability of its remaining

provisions, unless such invalidity or unenforceability would defeat an essential business purpose of this Agreement.

SECTION 17. GOVERNING LAW. This Agreement shall be governed by and interpreted under the laws of the State of California.

SECTION 18. AUTHORITY TO CONTRACT. Each party warrants to the other that it has the authority to enter into this Agreement, that it is a binding and enforceable obligation of said party, and that the undersigned has been duly authorized to execute this Agreement.

SECTION 19. NOTICES. All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

(a) When delivered personally to the recipient's address as stated on this Agreement; (b) three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement; (c) via email address as stated on this Agreement.

Notice is effective upon receipt provided that a duplicate copy of the notice is promptly given by first class mail, or the recipient delivers a written confirmation of receipt.

If to Vendor:

(Please fill in with your information)

Business: _____

Name: _____

Title: _____

Address: _____

Email: _____

Phone: _____

If to School:

[INSERT CONTACT]

Vendor Administrator

[INSERT ADDRESS]

[INSERT EMAIL ADDRESS]

[INSERT PHONE NUMBER]

SECTION 20. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. A faxed or emailed .pdf or other electronic copy of

the fully executed original version of this Agreement shall have the same legal effect as an executed original for all purposes.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date above.

YOSEMITE VALLEY CHARTER SCHOOL VENDOR

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A
Detailed List of Vendor Services and Prices

*Anything not listed will not be approved

Services Offered:

Grade Level and Price:

\$ _____ **Per** _____

TK - K	
Grade 1-5	
Grade 6-8	
Grade 9-12	

\$ _____ **Per** _____

TK - K	
Grade 1-5	
Grade 6-8	
Grade 9-12	

\$ _____ **Per** _____

TK - K	
Grade 1-5	
Grade 6-8	
Grade 9-12	

Cancellation & Refund Policy

Services that are not rendered are subject to a full refund. Refunds must be credited back to the school.

Name of Owner/Director: _____

Signature: _____ **Date:** _____