



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

June 25, 2020 – 5:15 pm

1781 East Fir Avenue, #102

Fresno, CA 93720

Through Teleconference

Join Zoom Meeting

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

Meeting ID: 985 425 9770

Dial by your location

+1 669 900 6833 US (San Jose)

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
6. Discussion and Potential Action on the March Emergency Board Meeting Minutes, May Board Meeting Minutes and June Special Board Meeting Minutes
7. Discussion and Potential Action on the May Financials
8. Discussion and Potential Action on the 2020 – 2021 Budget
9. Discussion and Potential Action on the COVID-19 Plans (Executive Order: N-56-20 Operations Written Report)
10. Discussion and Potential Action on the CharterSAFE Renewals



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11. Discussion and Potential Action on the Compensation Policy
12. Discussion and Potential Action on the Suicide Prevention Policy
13. Discussion and Potential Action on the Educational Vendor Policies and Procedures
14. Discussion and Potential Action on the Residency Policy
15. Discussion and Potential Action on the Enrollment Increase
16. Discussion and Potential Action on the MOU with Westside Elementary School District
17. Discussion and Potential Action on the Bylaws
18. Discussion and Potential Action on Affirming of Board Members and their New Term
19. Discussion and Potential Action on the Election Officers
20. Discussion and Potential Action on the Board Meeting Calendar
21. Closed Session – Public Employee Performance Evaluation: Executive Director
22. Discussion and Potential Action on the Executive Director Contract, Salary, and Fringe Benefits
23. Board of Director's Requests
24. Announcement of Next Regular Scheduled Board Meeting
25. Adjournment

Public comment rules: Members of the public may address the Board on agenda or non-agenda items through the teleconference platform, zoom. Zoom does not require the members of the public to have an account or login. Please either utilize the chat option to communicate 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. If a member of the public utilizes a translator to address the board, those individuals are allotted 4 minutes each. If the board utilizes simultaneous translation equipment in a manner that allows the board to hear the translated public testimony simultaneously, those individuals are allotted 2 minutes each. By law, the Board is allowed to take action only on items on the agenda. The Board may, at its discretion, refer a matter to school staff or calendar the issue for future discussion.



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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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Emergency Board Meeting - Yosemite Valley Charter School

March 17, 2020 – 12:00 pm

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

Attendance: Trina Short, Debbie DeAlba, Jonna Durst, Larry Jarocki, Carla Moore-
Teleconference

Absent: None

Also Present: Laurie Goodman, Steph Johnson, Mariah Jordan -Teleconference

Call to Order:

Larry Jarocki called the meeting to order at 12:06 pm.

Flag Salute:

The Flag Salute was conducted.

Approval of the Agenda:

Carla Moore motioned to approve the Agenda. Jonna Durst seconded.

-Unanimous

Public Comments:

None

Discussion and Potential Action on the Board Resolution: School Closure:

Carla Moore motioned to approve the Agenda. Jonna Durst seconded.

-Unanimous

Closure will be reevaluated at each board meeting. The school is closed until further notice from the state

Adjournment:

Carla Moore motioned to approve the Agenda. Debbie DeAlba seconded.

-Unanimous



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Prepared by:
Bryanna Brossman

Noted by:

Board Secretary



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Regular Board Meeting - Yosemite Valley Charter School

May 14, 2020 - 5:30 pm

1781 E. Fir Ave. Suite #101, Fresno, CA 93720

Attendance: Carla Moore, Larry Jarocki, Jonna Durst, Debbie de Alba, Trina Short

Absent: None

Also Present: Laurie Goodman, Mariah Jordan, Steph Johnson, Kimmi Buzzard, Jennifer Vernon, Jessica Kulekjian, Barbara Bolanos, Elizabeth Harmelin, Darlington Ahaiwe

1. Call to Order	Larry called the meeting to order at 5:32 pm.
2. Flag Salute	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. Executive Director's Report a. Student Achievement b. Open Enrollment Update c. FCMAT Update d. ICS Update	Dr. Laurie Goodman explained the items listed in the Executive Director's Report.
6. Discussion and Potential Action on the April Board Meeting Minutes	Motioned to Approve - Debbie de Alba Seconded - Carla Moore April 16th minutes -Unanimous Motioned to Approve - Debbie de Alba Seconded - Jonna Durst April 29th minutes -Unanimous
7. Discussion and Potential Action on	Motioned to Approve - Debbie de Alba



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the April Financials	Seconded - Carla Moore -Unanimous
8. Discussion and Potential Action on the COVID-19 Plans (Executive Order: N-56-20 Operations Written Report	Motioned to Approve - Jonna Durst Seconded - Debbie de Alba -Unanimous
9. Discussion and Potential Action on the Inspire Charter Services Service Agreement	Motioned to Approve - Jonna Durst Seconded - Debbie de Alba -Unanimous
10. Discussion and Potential Action on the Board Resolution to Extend School Closure: 2020-8	Motioned to Approve - Carla Moore Seconded - Jonna Durst -Unanimous
11. Discussion and Potential Action on the Board Resolution to Allow HSTs to Carry Over 35 Students: 2020-9	Motioned to Approve - Carla Moore Seconded - Jonna Durst -Unanimous Amend title to state 'Not Allow' HST's to Carry Over 35 Students.
12. Discussion and Potential Action on the Organization Chart	Motioned to Approve - Jonna Durst Seconded - Debbie de Alba -Unanimous
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	Motioned to Approve - Carla Moore Seconded - Jonna Durst -Unanimous With the proposed amendment of the SST Coordinator's stipend to show \$10,000 instead of \$10,00; to add Co-Director's position and salary; and exclude the High School Counselor from Summary Statement and remove the extra 'and' on the first bulleted desired qualification.



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14. Discussion and Potential Action on the Suicide Prevention Policy	The Board reviewed the Suicide Prevention Policy and provided stakeholder feedback. Board motioned to Table to June Board Meeting.
15. Discussion and Potential Action on the Suspension and Expulsion Policy	Motioned to Approve - Debbie de Alba Seconded - Jonna Durst -Unanimous
16. Discussion and Potential Action on the Educational Vendor Policies and Procedures	Motioned to Table for June meeting- Jonna Durst Seconded - Debbie de Alba -Unanimous Amend to change 'Principal' to Director(s) and add the inclusion of the sibling transfer and (multi-year) planning.
17. Discussion and Potential Action on the Vendor Agreements	Motioned to Approve - Debbie de Alba Seconded - Jonna Durst -Unanimous
18. Board of Director's Requests	None.
19. Announcement of Next Regular Scheduled Board Meeting	June 25th at 5:15 pm via Teleconference The time may be moved pending Dr. Jarocki.
20. Closed Session – Public Employee Performance Evaluation	Debbie de Alba motioned to enter into closed session at 7:11 pm. Jonna Durst seconded. -Unanimous Carla Moore motioned to end the closed session at 7:24 pm Jonna Durst seconded. -Unanimous
21. Adjournment	Motioned to Adjourn - Jonna Durst Seconded - Debbie de Alba -Unanimous 7:25 pm



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Noted by:

Board Secretary



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Attendance: Dr. Larry Jarocki, Trina Short, Jonna Durst, Debbie de Alba, Carla Moore -
Teleconference

Absent: None

Also Present: Dr. Laurie Goodman, Steph Johnson, Mariah Jordan, Bryanna Brossman -
Teleconference

1. Call to Order	Larry Jarocki called the meeting to order at 3:01 pm.
2. Flag Salute	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 RAN Financial Agreement with Charter Capital	Motioned to Approve - Debbie de Alba Seconded - Jonna Durst - Unanimous
6. Discussion and Potential Action on the Waitlist Policy	Motioned to Approve - Debbie de Alba Seconded - Jonna Durst - Unanimous
7. Board of Director's Requests	None.
8. Announcement of Next Regular Scheduled Board Meeting -	June 25th at 5:15 pm
9. Adjournment	Motioned to Adjourn at 3:28 pm - Trina Short Seconded - Carla Moore - Unanimous

Prepared by:
Bryanna Brossman

Noted by:

Board Secretary

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, Principal	laurie@inspireschools.org (559) 754-1442 ext. 4220	June 25, 2020

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
- Administered surveys to help identify new needs

Nearly XX% of our students live in low-income households, and approximately X% 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 XX%) in a language they understand to ensure meaningfully and equally 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 XX% 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 assistances. 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 (date of Closure)**, 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 **TripLingo** to translate texts as needed. As mentioned, we initiated a **technology needs survey to ascertain what students and families are need of technological devices to participate in our office hours.**

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 or are homeless or in foster care.



2020-2021 Membership Proposal

Prepared for:

Yosemite Valley Charter School

Coverage Effective:

July 01, 2020 at 12:01 AM - July 01, 2021 at 12:01 AM

California Charter Schools Joint Powers Authority
P.O. Box 969, Weimar, CA 95736
Phone: 888.901.0004 Fax: 888.901.0004
www.chartersafe.org

Issued: June 03, 2020 at 1:52 pm

DISCLOSURE: This proposal is an outline of the coverages proposed by California Charter Schools Joint Powers Authority (CCSJPA) based on the information provided by the Named Member. It does not include all of the terms, coverages, exclusions, limitation and conditions of the actual contracts. The policies themselves must be read for those details. Policy forms for your reference will be made available upon request to CCSJPA. As set forth in this document, CCSJPA DBA CharterSAFE shall be referred to as CharterSAFE.

Dear Laurie,

CharterSAFE is pleased to present your membership proposal for the 2020-2021 year. Your membership includes the following:



For a more detailed listing of our member services, please contact **Karen Bianchini**, Managing Director, Risk Management, at kbianchini@chartersafe.org or (916) 880-3460.

All of CharterSAFE's coverage placements are with insurance companies that have a financial rating with A.M. Best of A- (Excellent), financial size category VII (\$50M policyholder surplus minimum) or higher or are placed with an approved California scholastic joint powers authority.

REQUIRED SIGNATURES:

To bind coverage, you must complete and sign the following:

1. The proposal acceptance at the end of the "Member Contribution Summary" page

We look forward to working with you in the 2020-2021 year!

Thank you,

The CharterSAFE Team

CharterSAFE

2020-2021 CLAIMS AND INCIDENT REPORTS GUIDELINES

Member schools must notify CharterSAFE by submitting an online report, as soon as practicable, of an occurrence, accident, injury, claim, or suit or of circumstances that may reasonably result in a claim or suit. A delay in reporting could mean lapse in coverage.

For your protection, claims will not be accepted by phone, email, or fax.

CLAIMS FILING PROCESS ON THE WEB PORTAL

- Go to www.chartersafe.org and log in.
- If you need to reset your login credentials, please reach out to your CharterSAFE Representative: [Whitney Delano](mailto:wdelano@chartersafe.org) at wdelano@chartersafe.org.
- Hover over the "Claims" tab, choose "Submit a Claim" and our website will prompt you with a series of questions to help you determine the appropriate claim form to submit.
- Complete the online questions and select the "Submit" icon at the bottom. After submission, you will receive a confirmation email with information regarding next steps.

CLAIMS RESOURCES AND FORMS

- Hover over the "Claims" tab, choose "Resources and Forms" and you will find all supporting documents you might need when filing a claim or incident report, such as:
 - Student Accident Claim Packet (English and Spanish)
 - Volunteer Accident Claim Packet (English and Spanish)
 - Statement of No Insurance
 - Workers' Compensation Claim Form (DWC-1)
 - Employee Fact Sheet
 - Kaiser on the Job Clinics
 - Employee Injury Card

For any claim reporting questions, please contact [Dennis Monahan](#), Managing Director, Claims, at (619) 878-6221 or email dmonahan@chartersafe.org.

MEMBER CONTRIBUTION SUMMARY

Yosemite Valley Charter School

Coverage Effective: July 01, 2020 at 12:01 AM - July 01, 2021 at 12:01 AM

Your CharterSAFE Insurance Program includes the following coverages:

Liability & Property Package Member Contribution

\$180,529

Core Liability Program

- Directors & Officers Liability
- Employment Practices Liability
- Fiduciary Liability
- General Liability
- Employee Benefits Liability
- Educator's Legal Liability
- Sexual Abuse Liability
- Law Enforcement Liability
- Automobile Liability & Physical Damage

Crime

Property

Student & Volunteer Accident

Additional Program Coverages

- Pollution Liability and First Party Remediation
- Terrorism Liability and Property
- Cyber Liability

Workers' Compensation & Employer's Liability Member Contribution

\$60,631

Total Member Contribution

\$241,160

Choose One Payment Option

☐ **Payment in Full \$241,160**

☐ **Installment Plan**

- Deposit (25%) - Due Now - \$60,290
- 9 Monthly Installments - \$20,097

*Refer to the CharterSAFE Invoice for details and instructions on payment by ACH Debits

Invoices shall become delinquent thirty (30) calendar days from installment due date. CharterSAFE membership, including insurance coverage, is subject to cancellation for any invoice over sixty (60) days past due.

Proposal Acceptance:

By signing below, I, representing the Named Member in this proposal, acknowledge that I have read the complete proposal and agree to the terms outlined within.

Print Name _____ Date _____

Signature _____ Date _____

DISCLOSURE: This proposal is an outline of the coverages proposed by California Charter Schools Joint Powers Authority (CCSJPA) based on the information provided by the Named Member. It does not include all of the terms, coverages, exclusions, limitation and conditions of the actual contracts. The policies themselves must be read for those details. Policy forms for your reference will be made available upon request to CCSJPA. As set forth in this document, CCSJPA DBA CharterSAFE shall be referred to as CharterSAFE.

Mailing Address

1718 East Fir Ave.
Fresno, CA 93720

Continuity and Retroactive Dates

Directors & Officers Liability Continuity Date: 07/21/2014

Employment Practices Liability Continuity Date: 07/21/2014

Fiduciary Liability Continuity Date: 07/21/2014

Vehicles

None scheduled.

EXPOSURES & LOCATIONS

Member contributions are calculated based on the following exposures:

Students/Employees/Payroll

Location Address(es)	Students	Employees	Payroll
Inspire Charter School - Central 1781 E. Fir Avenue Fresno, CA 93720	2,377	107	\$6,668,849.00
Total:	2,377	107	\$6,668,849.00

Property Values

Location Address(es)	Building Value	Content Value	Electronic Data Processing (EDP)	Total Insured Value (TIV)
Inspire Charter School - Central 1781 E. Fir Avenue Fresno, CA 93720	\$0.00	\$42,250.00	\$42,250.00	\$84,500.00
Total:	\$0.00	\$42,250.00	\$42,250.00	\$84,500.00

CORE LIABILITY PROGRAM

Core Liability Program Coverage Limits: **\$5,000,000** Per Member Aggregate

The Core Liability Program Breaks Down As Follows:

Directors & Officers, Employment Practices, and Fiduciary Liability

Coverages	Limits	Deductibles
Directors & Officers and Company Liability	\$5,000,000 per claim and member aggregate	Varies*
Employment Practices Liability	\$5,000,000 per claim and member aggregate	Varies*
Fiduciary Liability	\$1,000,000 per claim and member aggregate	\$0

*Subject to Named Member's claim experience beginning five years prior to the inception of the period of coverage up to the date of loss. One or more claims on your loss history will increase the deductible. Refer to the Memorandum of Coverage (MOC) for the detailed tiered deductibles.

0 Claim: \$15,000.00 per occurrence
1 Claim: \$25,000.00 per occurrence
2 Claims: \$50,000.00 per occurrence
3 or more Claims: \$100,000.00 per occurrence

Reporting: Claims must be reported to CharterSAFE within 60 days after policy expiration. Coverage is provided on a claims-made basis.

General Liability

Coverages	Limits	Deductibles
Bodily Injury Property Damage	\$5,000,000 per occurrence and member aggregate	\$500 per occurrence for bodily injury arising out of participation in a school sponsored <i>High-Risk Activity</i> *
Medical Payments	\$10,000 per person \$50,000 per occurrence	\$0
Products and Completed Operations	\$5,000,000 per occurrence and member aggregate	\$0
Armed Assailant Sublimit	\$100,000 per occurrence and aggregate	\$0

*A list of *High-Risk Activities* is available at www.chartersafe.org or you may contact **Karen Bianchini** (kbianchini@chartersafe.org / (916) 880-3460) of CharterSAFE's Risk Management team.

Employee Benefits Liability

Coverages	Limits	Deductibles
Employee Benefits Liability	\$5,000,000 per occurrence and member aggregate	\$0

Educator's Legal Liability

Coverages	Limits	Deductibles
Educator's Legal Liability	\$5,000,000 per occurrence and member aggregate	\$2,500 per occurrence
IEP (Individualized Education Program) Defense Sublimit	\$50,000 per occurrence and aggregate sublimit	\$7,500 per occurrence

Sexual Abuse Liability

Coverages	Limits	Deductibles
Sexual Abuse Liability	\$5,000,000 per occurrence and member aggregate	\$0 if school completes training requirement
		\$100,000 if school did not complete training requirement
*Training Mandate Sexual Abuse Prevention Training by CharterSAFE is available under the CharterSAFE Learning Center and is REQUIRED to be completed by 90% or more of staff within 90 days of coverage renewal. New employees are required to complete the training within 6 weeks of employment.		

Law Enforcement Activities Liability

Coverages	Limits	Deductibles
Law Enforcement Activities Liability	\$5,000,000 per occurrence and member aggregate	\$0

Automobile

Coverages	Limits	Deductibles
Auto Liability, including autos scheduled with CharterSAFE, non-owned autos, and hired autos	\$5,000,000 per occurrence and member aggregate	\$0
Auto Physical Damage*	\$1,000,000 per occurrence and member aggregate	\$500 per occurrence for Hired Auto Physical Damage
*Auto Physical Damage described herein for hired automobiles is secondary to any/all rental coverage offered by the rental company(ies). CharterSAFE strongly advises our members to purchase auto physical damage when renting vehicles.		

Excess Liability - SELF

Coverage Provided by:	Schools Excess Liability Fund (SELF)
Coverage:	Excess Liability with separate Memorandum of Coverage with separate terms, conditions, and exclusions.
Limits:	\$50,000,000 per occurrence/claim and member aggregate as outlined by the SELF Memorandum of Coverage. This coverage is excess of the \$5M limits above to total a limit of \$55M.

CharterSAFE joined SELF, a nonprofit scholastic JPA in California, as a single member of SELF for excess liability coverage. Please note that SELF is a separate entity from CharterSAFE and carries a separate Memorandum of Coverage with different limits, terms, conditions and exclusions. You can access SELF JPA's information at www.selfjpa.org.

Employment Practices Liability coverage within the SELF layer includes ONLY these three types: wrongful termination, discrimination, and/or sexual harassment.

CRIME

Coverages	Limits	Deductibles
Money and Securities	\$1,000,000 per occurrence and member aggregate	\$500 per occurrence
Forgery or Alteration	\$1,000,000 per occurrence and member aggregate	\$500 per occurrence
Employee Dishonesty	\$1,000,000 per occurrence and member aggregate	Varies*
Computer and Funds Transfer Fraud	\$1,000,000 per occurrence and member aggregate	\$500 per occurrence

*Subject to Named Member's claim experience beginning five years prior to the inception of the period of coverage up to the date of loss. One or more claims on your loss history will increase the deductible. Refer to the Memorandum of Coverage (MOC) for the detailed tiered deductibles.

- 0 Claim: \$500.00 per occurrence
- 1 Claim: \$5,000.00 per occurrence
- 2 Claims: \$10,000.00 per occurrence
- 3 or more Claims: \$20,000.00 per occurrence

PROPERTY

Perils Include: Direct Physical Loss subject to all the terms, conditions, and exclusions established in the applicable policy(ies)

Valuation: Replacement Cost as scheduled with CharterSAFE, see "Exposures & Locations" section

Coverages	Limits	Deductibles
Property	As scheduled with CharterSAFE subject to the maximum limit of \$100,000,000 per occurrence. See "Exposures & Locations" section for scheduled limits.	\$1,000 per occurrence
Boiler & Machinery / Equipment Breakdown	As scheduled with CharterSAFE subject to the maximum limit of \$100,000,000 per occurrence. See "Exposures & Locations" section for scheduled limits.	\$1,000 per occurrence
Business Interruption	\$10,000,000 per occurrence	\$1,000 per occurrence
Extra Expense	\$10,000,000 per occurrence	\$1,000 per occurrence
Causes of Loss: Water Damage Wildfire	As scheduled with CharterSAFE subject to the maximum limit of \$100,000,000 per occurrence. See "Exposures & Locations" section for scheduled limits.	Varies*

*Subject to Named Member's claim experience beginning five years prior to the inception of the period of coverage up to the date of loss. One or more claims on your loss history will increase the deductible. Refer to the Memorandum of Coverage (MOC) for the detailed tiered deductibles.

0 Claim: \$1,000.00 per occurrence
1 Claim: \$5,000.00 per occurrence
2 Claims: \$10,000.00 per occurrence
3 or more Claims: \$20,000.00 per occurrence

PLEASE NOTE:

If you have a renovation/construction project valued over \$200,000 in hard and soft costs, please contact your CharterSAFE Representative: **Whitney Delano** at wdelano@chartersafe.org. CharterSAFE is able to endorse builder's risk coverage for renovation projects up to \$10,000,000 onto your policy. Additional premium would apply.

If you are interested in a separate policy for flood and/or earthquake coverage, please contact **Kiki Goldsmith** (Kiki_Goldsmith@ajg.com/ 949-349-9842).

STUDENT AND VOLUNTEER ACCIDENT

Coverages	Limits	Deductibles
Student Accident	\$50,000 per injury/accident 104 Week benefit period	\$500 per injury/accident for <i>High-Risk Activities</i> *
Volunteer Accident	\$25,000 per injury/accident 104 Week benefit period	\$500 per injury/accident for <i>High-Risk Activities</i> *
*A list of <i>High-Risk Activities</i> is available at www.chartersafe.org or you may contact Karen Bianchini (kbianchini@chartersafe.org / (916) 880-3460) of CharterSAFE's Risk Management team.		

Terms & Conditions:

- Coverage is provided on an excess basis, but would become primary should the student not have health insurance.
- Claim submission deadline: 90 days after the Covered Accident.

Optional Catastrophic Student Accident Coverage:

If interested in obtaining higher limits with or without sports included, please contact:

Gallagher
18201 Von Karman Avenue, Suite #200
Irvine, CA 92612

Kiki Goldsmith
Client Service Executive
Kiki_Goldsmith@ajg.com
949-349-9842

ADDITIONAL PROGRAM COVERAGES

Pollution Liability And First Party Remediation

Coverages	Limits	Deductibles
Pollution Liability and First Party Remediation	\$1,000,000 per pollution condition or indoor environmental condition \$5,000,000 CharterSAFE Members' Combined Annual Aggregate	\$10,000 per occurrence

Reporting:

Claim must be reported to CharterSAFE within 60 days after policy expiration.
Coverage is provided on a claims-made basis.

Terrorism Liability

Coverages	Limits	Deductibles
Terrorism Liability	\$5,000,000 per occurrence and CharterSAFE Members' Combined Annual Aggregate	\$0

Reporting:

Claim must be reported to CharterSAFE within 60 days after policy expiration.
Coverage is provided on a claims-made basis.

Terrorism Property

Coverages	Limits	Deductibles
Terrorism Property	As scheduled with CharterSAFE subject to the maximum limit of \$20,000,000 per occurrence. See "Exposures & Locations" section for schedule limits.	\$1,000 per occurrence

Cyber Liability

Coverages	Limits	Deductibles
Cyber Liability	\$1,000,000 per claim \$5,000,000 CharterSAFE Members' Combined Annual Aggregate	\$2,500 per claim

Coverage Includes:

- Privacy Notification Costs
- Regulatory Fines and Claim Expenses for Privacy Liability
- Extortion Damages for Extortion Threat
- Crisis Management Expenses
- Business Interruption

Reporting:

Claim must be reported to CharterSAFE within 60 days after policy expiration.
Coverage is provided on a claims-made basis.

Requirement for Coverage to be in effect:

Completed cyber application.

WORKERS' COMPENSATION & EMPLOYER'S LIABILITY

Coverages	Limits	Deductibles
Workers' Compensation	Statutory	\$0
Employer's Liability	\$5,000,000 per Accident \$5,000,000 by Disease per Employee \$5,000,000 by Disease Policy Limit	\$0

Auditable:

The estimated payroll figure will be audited at the end of each coverage period. CharterSAFE will request copies of the 941 Federal Quarterly Reporting Forms on a quarterly basis to verify the payroll figure. If the estimated payroll figure has been overestimated, a refund will be issued. If the estimated payroll figure has been underestimated, an invoice for the additional amount due will be issued.



2020-2021 Compensation Policy

Dedication to Non-discrimination

It is the policy of Yosemite Valley Charter School not to discriminate on the basis of race, religious creed (which includes religious dress and grooming practices), color, national origin (which includes, but is not limited to, national origin groups and aspects of national origin, such as height, weight, accent, or language proficiency), ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex (which includes pregnancy, childbirth, breastfeeding, and related medical conditions), gender, gender identity, gender expression, age, sexual orientation, military or veteran status (including state and federal active and reserve members as well as those ordered to duty or training), immigration/citizenship status or related protected activities (which includes undocumented individuals and human trafficking), protected medical leaves, domestic violence victim status, political affiliation, or any other consideration made unlawful by federal, state, or local laws, ordinances, or regulations.

Important Information

- This summary does not alter the at-will nature of the employment relationship and nothing in this summary shall limit the School's right to terminate employment at-will or limit the School's right to transfer, demote, suspend, administer discipline, and change the terms and conditions of employment at its sole discretion. This includes, without limitation, the School's right to modify the compensation of any employee at any time, with or without notice and with or without cause.
- The School Board adopts this compensation schedule for 2020-2021 only. Pay increases are not granted automatically each year; therefore, neither past nor future compensation can be calculated, assumed, or predicted on the basis of this schedule or any information contained herein. Compensation of any employee may also be adjusted at any time based on operational needs of the School.
- The Executive Director shall recommend compensation for all School staff, consistent with the budget approved by the School Board. -An employee's regular compensation is paid on a semi-monthly basis in accordance with the School's payroll practices and policies.
- The School reserves the right to change, suspend, revoke, terminate, or supersede provisions of this compensation schedule at any time. To the extent any of provisions herein differ from the terms of an employee's employment agreement, the terms of the agreement shall prevail.

Compensation Philosophy

A compensation philosophy is a statement that defines what an organization offers and chooses to reward via its compensation system. The School's compensation philosophy places emphasis on equity, transparency, excellence, and commitment. These five key values are the foundation for all School compensation structures and practices.

We offer...

- comprehensive compensation packages for all staff, including base salary and benefits. Certain employees may be eligible for bonuses and stipends, as set forth herein
- a dynamic culture and vibrant community of colleagues united by shared dedication to students, a commitment to innovation, and a strong growth mindset
- unique career pathways, growth and development opportunities, and leadership roles that encourage staff to challenge themselves
- equitable compensation, regardless of gender, race/ethnicity, national origin, sexual orientation, age, religion, disability or any other consideration made unlawful by federal, state, or local laws, ordinances, or regulations

- a transparent and clearly communicated compensation system, so that staff understand what factors may determine individual compensation and how and when potential changes to compensation will be effected

We recognize and reward...

- exceptional performance and contributions that enable excellent student outcomes
- commitment of staff who contribute to the long-term success of our students and our organization

For teachers...

Given the role they play in providing educational services, teachers are particularly critical to the success of our mission. As such, we offer teacher compensation to attract and retain talented educators, and we specially recognize and reward:

- exceptional teacher performance that leads to growth and excellence for students
- commitment of teachers who develop deep, high-quality educational experience (within or outside of the School) and assume critical leadership responsibilities

TEACHER COMPENSATION

Teacher Definition:

For purposes of this schedule, a Teacher is defined as a person who has a valid credential or certificate that allows them to teach a specific subject matter or special education

Salary Placement Guidelines:

Upon hire, each employee's salary placement will be calculated based on the YEAR an employee fits, and in accordance to the professional and teaching experience gathered in previous years in the institutions outlined in this manual and on other factors such as prior performance (which includes a rehired employee).

The starting salary of a new employee may exceed the salary of a current employee in the same position based on the new employee's years of experience.

Creditable Years of Experience:

- The School has the option to grant one (1) YEAR for each one (1) year of approved creditable teaching or professional experience up to 5 (five) years.
- An additional year may be granted for teachers who have school-desired experience in what the school determines to be "hard-to-staff" positions.
- One year of creditable professional or teaching experience will be granted for full-time employment, which is employment for 100% of an institution's normal work schedule during the school year
- A partial year of creditable professional or teaching experience can be granted for up to a year of part-time employment, which is less than 100% of an institution's normal work schedule during the school year.
- Creditable professional or teaching experience may be earned in:
 - California and US public, charter, and private elementary and secondary schools
 - Accredited foreign public, charter, and private elementary and secondary schools
 - California, US, and foreign accredited universities and colleges
 - Non-public special education contract schools for special education teachers
 - Other regionally accredited educational institutions
- Creditable teaching experience is experience as a teacher in one of the institutions outlined above.
- A maximum of 2 years of substitute teaching experience in California and US public, charter, and private elementary or secondary schools may be accepted.
- Two years of teacher assistant experience in the above institutions will be equal to 1 YEAR in the salary schedule up to a maximum of 2 YEARS.
- Other relevant professional experience may be considered by the Executive Director or designee.

The Executive Director or his or her designee may adjust a rehired teacher's placement on the pay scale as appropriate based on the employee's accumulated experience following the teacher's separation from the School, which may result in a higher or lower placement on the scale than the teacher would have otherwise been placed had the teacher been continuously employed.

Credential/Certification:

- Teachers holding a valid and active credential (i.e., preliminary, clear, lifetime) California teaching certificate at the time of hiring/rehiring will generally be compensated in accordance with the applicable teacher salary table (B Basis, C Basis or Special Education) for certificated teachers.
- The School may hire teachers with a bachelor's degree who do not hold a clear teaching credential. Staff holding an alternative certification (intern, emergency, or preliminary credential) are rated on the same salary teacher table as certificated teachers.
- A teacher is eligible to advance to the proper Pay Scale level once they meet the requirement for that specific Pay Scale Level and Group based on their creditable years of service and post-BA units, if applicable.
- For any given school year, teachers must submit any successfully completed post-BA units no later than October 1st in order for the units to be applied to the teacher's salary in that school year. Any proof of successfully completed post-BA units submitted to the School after October 1st will not result in an adjustment to compensation until the following school year. Teachers will be required to submit a form with their projected increase in units before the start of the school year.
- Any increase in pay resulting from an advancement on the Pay Scale based on the successful completion of post-BA units will not take effect until after the School's receipt of sufficient documentation supporting the advancement. Pay increases for post-BA units will not be paid retroactively. For illustration purposes, if a teacher is awarded a degree on January 15 and provides proof of the degree on May 1, any advancement on the Pay Scale and increase in pay will be effective beginning the next school year on July 1st. ~~first pay period following May 1.~~ The teacher will not be paid at the higher rate of compensation retroactively (i.e., for the periods between January 15 and July 1 ~~May 1~~).
- If a teacher is awarded a degree on August 15 and provides proof of the degree on October 1, any advancement on the Pay Scale and increase in pay will be effective beginning the first pay period following October 1. The teacher will not be paid at the higher rate of compensation during the periods between August 15 and October 1.
- All teaching credentials must be reflected on the California Commission on Teacher Credentialing's website.

Advanced Degree/Certificate Stipends:

- Teachers who hold a Doctoral degree are entitled to additional compensation of a 7.5% differential (stipend) of their current annual salary on the Salary Table.
- The stipend is not included in your annual salary and may be processed separately from regular earnings.
- National Board Certificate (NBC) holders are entitled to a 7.5% differential (stipend) of their current annual salary on the Salary.
- To qualify for the advanced degree or certificate stipends, employees must submit proof of attainment of the degree or NBC. Stipends will not be paid until sufficient documentation is presented and will not be paid retroactively. For illustration purposes, if a teacher is awarded a degree on January 15 and provides proof of the degree on May 1, any advancement on the Pay Scale and increase in pay will be effective beginning the first pay period following May 1.

The teacher will not be paid at the higher rate of compensation retroactively (i.e., for the periods between January 15 and May 1).

- The stipends will be paid as set forth in the Stipend Chart below.

Signing Bonus:

If the School decides to issue signing bonuses, the following requirements shall apply.

- Signing bonuses may be offered to teachers certified in an area of critical concern as defined by the School, to promote diversity, or to address specific concerns at the school.
- The Executive Director shall designate the individuals authorized to receive the signing bonus.
- The signing bonus must be approved by the Board.
- To qualify for a signing bonus, the teacher must:
 - be certified in the field they are hired to teach.
 - teach in that field of the bonus.

Supplemental Duty Stipends:

- Stipends are assigned and approved by the Executive Director or his/her designee at the beginning of the school year or semester or as otherwise noted in the chart below.
- Teachers who perform the supplemental duties outlined in the table below are eligible to receive the corresponding stipends as indicated and only if assigned/awarded to the teacher by the Executive Director or his/her designee. The number of stipends awarded under each category and/or the periods of service during the school year are at the sole discretion of the Executive Director or his/her designee.
- Supplemental duty stipends are authorized for the specific year assigned and are not renewed for the future years unless specifically authorized for those years. This means additional duties such as New Teacher Trainer, SPED Lead Teacher, etc. are assigned on a year by year basis and are not guaranteed responsibilities that carry over from year to year.
- Supplemental pay will cease when there is no need for the duty, the employee becomes ineligible or as otherwise determined in the sole discretion of the School.
- The School, in its sole discretion, may choose not to offer certain stipends
- Stipend amounts and requirements will be reviewed periodically and may be modified from time to time at the sole discretion of the School.
- Supplemental duty stipends are prorated and will be paid as set forth in the below Stipend Chart, once the Supplemental duty has started.
- Student stipends are paid per semester based on the teacher roster **on a month by month basis throughout the school year.** ~~in the months of September and February.~~

Stipend Chart

STIPEND LIST						
TITLE	DESCRIPTION	AMOUNT	STUDENT THRESHOLD	ELIGIBILITY	ELIGIBILITY START	PERIOD PAID
Community Connections Coordinator	Paid to a hired Community Coordinator who facilitates regular events for the Community Connections program.	\$10,000.00	28	Eligibility starts at the beginning of the school year.	Paid biweekly over 12 months; July - June. Will be prorated based on period of service during the school year.	
Director of Community Connections	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.	\$15,000.00	28	Eligibility starts at the beginning of the school year.		
Regional Coordinator	The Regional Coordinator serves as the initial point of contact for their assigned teachers.	\$20,000.00	20	Eligibility starts at the beginning of the school year.		
New Teacher Trainer	Assigned Position: paid to a designated HST who applied and received the position to help train new teachers	\$10,000.00	28	Eligibility starts at the beginning of the school year and once the coaching begins.	Paid biweekly over 12 months; July - June. Will be prorated based on period of service during the school year.	
Testing Coordinator	Assigned Position: Paid to Testing Coordinators who have shown leadership abilities and would like to help organize state testing.	\$10,000.00	28	Eligibility starts at the beginning of the school year.	Paid biweekly over 10.5 months; August 16 - June. Will be prorated based on period of service during the school year.	
High School Success Coordinator	The High School Success Coordinator works with teachers, families, and students to promote the understanding of the High School Program.	\$20,000.00	20	Eligibility starts at the beginning of the school year.		
High School Counselor	The High School Counselor provides an educational atmosphere where students have the opportunity to fulfill their potential for intellectual, emotional, and psychological growth.	\$5,000.00		Eligibility starts at the beginning of the school year.		
SST Coordinator	The SST Coordinator provides support as a GE HST and serves as a specialist for the school by coordinating and leading SST meetings.	\$10,000.00	28	Eligibility starts at the beginning of the school year.		
Decathlon Coordinator Stipend	Assigned Position: Provided to credentialed teachers who meet with students to determine if they are meeting academic decathlon course requirements	\$2,500.00		Eligibility starts at the beginning of the school year and once the coaching begins.	Paid biweekly over 12 months; July - June. Will be prorated based on period of service during the school year.	
Induction Coach Stipend	Paid to credentialed teachers who work with teachers who are working toward clearing their teaching credential.	\$500/teacher/semester		Eligibility starts at the beginning of the school year or whenever job duties begin, whichever is later.	Paid biweekly over 10 months; September - June. Will be prorated based on period of service during the school year.	
504 Coordinator	The 504 Coordinator provides support as a GE HST and serves as a specialist for the school by coordinating and leading 504 meetings.	\$10,000.00		Eligibility starts at the beginning of the school year and once the supervising begins.	Paid biweekly over 10 months; September - June. Will be prorated based on period of service during the school year.	
Intervention Support Coordinator	Paid to certificated multi-subject teachers, preferably with home school experience. Can have no more than 10 students. Provide students with tier 1, 2 and 3 intervention	\$15,000.00		Eligibility starts at the beginning of the school year and once the supervising begins.	Paid biweekly over 10 months; September - June. Will be prorated based on period of service during the school year.	
SPED Lead Teacher	Assigned Position: Must be in a leadership role and an authority in compliance, training and support in the field of special education.	\$1,000.00		Eligibility starts at the beginning of the school year.	Paid biweekly over 10 months; September - June. Will be prorated based on period of service during the school year.	
Extended School Year (ESY)	Paid to special education teachers who provide services from the end of the academic school year to approximately July 15th	\$3,500.00		Eligibility is earned after service has been completed from start date to end date.	Half paid during the each of the two pay periods of June 30th and July 15th	
Specialized Academic Instruction (SAI)	Offered to teachers who perform in-person services for special needs students	\$5,000.00		Eligibility is earned after the service has been provided.	Paid biweekly over 10 months; September - June. Will be prorated based on period of service during the school year.	
High School Lead Counselor	Assigned Position: given to a counselor who shows leadership abilities and is experienced enough to handle escalated cases.	\$2,000.00		Eligibility starts at the beginning of the school year.	Paid biweekly over 10 months; September - June. Will be prorated based on period of service during the school year.	
Extra Student Stipend	Provided to each teacher that agrees to handle additional students over their roster limits	\$100/month/student over required roster limit		Becomes eligible once their rosters surpass required roster limits	Paid biweekly over 10.5 months; August 16 - June. Will be prorated based on period of service during the school year.	
National Board Certification (NBC)	Provided to teachers who have been awarded the National Board Certification	7.5% of base salary		For current employees who obtain the certification before January 1 of the current school year.	The four payments of equal installments (two paid in December and two in March) of the total stipend amount will only be paid to current employees	
National Board Certification (NBC)	Provided to teachers who have been awarded the National Board Certification	3.75% of base salary		For current employees who obtain the certification after January 1 of the current school year.	The two payments of equal installments (two in March) of the total stipend amount will only be paid to current employees	
Doctoral Degree Stipend	Provided to teachers who hold a doctorate degree	7.5% of base salary		For those who obtain their degree before January 1 of the current school year.	The four payments of equal installments (two paid in December and two in March) of the total stipend amount will only be paid to current employees	
Doctoral Degree Stipend	Provided to teachers who hold a doctorate degree	3.75% of base salary		For those who obtain their degree after January 1 of the current school year.	The two payments of equal installments (two in March) of the total stipend amount will only be paid to current employees	

Voluntary Transfer to Lower Role Placement or Teaching position

- Employees approved to voluntarily transfer to a position in a lower placement on the salary scale will be placed in the new salary placement or teacher salary schedule, and the salary will be calculated as it is in the new placement or schedule.

**Yosemite Valley Charter School
July 1, 2020 HQT Salary Table
B-Basis - 10 Month Calendar***

PAY SCALE GROUP		PAY SCALE LEVEL									
Points*		1	2	3	4	5	6	7	8	9	10
A (Minimum)		\$58,240*	\$58,240**	\$58,250	\$58,250	\$58,250	\$58,250	\$58,250	\$58,250	\$58,250	\$58,250
B (+ 14 points)		\$58,240**	\$58,240**	\$58,250	\$58,250	\$58,250	\$58,250	\$58,250	\$58,250	\$58,250	\$63,750
C (+ 28 points)		\$58,250	\$58,250	\$58,250	\$58,250	\$58,250	\$58,250	\$58,250	\$58,250	\$63,110	\$66,250
D (+ 42 points)		\$58,250	\$58,250	\$58,250	\$58,250	\$58,250	\$58,250	\$58,250	\$62,350	\$65,500	\$68,750
E (+ 56 points)		\$58,250	\$58,250	\$58,250	\$58,250	\$58,250	\$58,250	\$61,550	\$65,625	\$67,850	\$71,250
F (+ 70 points)		\$58,250	\$58,250	\$58,250	\$58,250	\$58,250	\$60,650	\$63,700	\$66,900	\$70,225	\$73,750
G (+ 84 points)		\$58,250	\$58,250	\$58,250	\$58,250	\$59,750	\$62,725	\$65,850	\$69,125	\$72,600	\$76,250
H (+ 98 points)		\$58,250	\$58,250	\$58,250	\$58,750	\$61,650	\$64,750	\$68,000	\$71,400	\$75,000	\$78,750

Additional Pay Scale Levels

	11	12	13	14				
(continued)								
H (+ 98 points)	\$81,250	\$83,750	\$86,250	\$88,750				
					H15	H20	H25	H30
					\$91,250	\$93,750	\$96,250	\$98,250

NBC or Doctorate Differential is \$3000 paid in two installments in December and March.

*Annualized salary includes 196 work days. The 196 work days is a minimum number of work days, and team members may need to work additional days beyond the work calendar.

** Staff holding an alternative certification (intern or emergency) are restricted to A1, A2, B1, and/or B2.

***Annual salary advancements for longevity are not guaranteed and are subject to the school's operational needs and/or budget approved by the school Board.

Yosemite Valley Charter School
July 1 2020 -HST Teacher Table
C-Basis - 10 Month Calendar*

PAY SCALE GROUP		PAY SCALE LEVEL									
Points*		1	2	3	4	5	6	7	8	9	10
A (Minimum)		\$58,240**	\$58,240**	\$58,240	\$58,240	\$58,240	\$58,240	\$58,240	\$58,240	\$58,240	\$58,240
B (+ 14 points)		\$58,240**	\$58,240**	\$58,240	\$58,240	\$58,240	\$58,240	\$58,240	\$58,240	\$58,240	\$60,500
C (+ 28 points)		\$58,240	\$58,240	\$58,240	\$58,240	\$58,240	\$58,240	\$58,240	\$58,240	\$59,860	\$63,000
D (+ 42 points)		\$58,240	\$58,240	\$58,240	\$58,240	\$58,240	\$58,240	\$58,240	\$59,100	\$62,400	\$65,500
E (+ 56 points)		\$58,240	\$58,240	\$58,240	\$58,240	\$58,240	\$58,240	\$58,300	\$62,400	\$64,600	\$68,000
F (+ 70 points)		\$58,240	\$58,240	\$58,240	\$58,240	\$58,240	\$58,240	\$60,450	\$63,650	\$66,975	\$70,500
G (+ 84 points)		\$58,240	\$58,240	\$58,240	\$58,240	\$58,240	\$59,475	\$62,600	\$65,875	\$69,350	\$73,000
H (+ 98 points)		\$58,240	\$58,240	\$58,240	\$58,240	\$58,400	\$62,400	\$64,750	\$68,150	\$71,750	\$75,500

Additional Pay Scale Levels

Additional Pay Scale Levels				H15	H20	H25	H30
(continued)	11	12	13	14			
H (+ 98 points)	\$78,000	\$80,500	\$83,000	\$85,500	\$88,000	\$90,500	\$93,000
							\$95,000

NBC or Doctorate Differential is \$3000 paid in two installments in December and March.

*Annualized salary includes 196 work days. The 196 work days is a minimum number of work days, and team members may need to work additional days beyond the work calendar.

** Staff holding an alternative certification (intern or emergency) are restricted to A1, A2, B1, and/or B2.

*** Annual salary advancements for longevity are not guaranteed and are subject to the school's operational needs and/or budget approved by the school Board.

****During the rate-in-process for new hires Executive Directors may approve additional units earned beyond post-baccalaureate credits equivalent to 4-semester units for each year starting with year 15. A candidate can earn a maximum of 60 credits for experience based on Executive Director approval.

Yosemite Valley Charter School
July 1, 2020 - SPED Teacher Salary Table

PAY SCALE GROUP		PAY SCALE LEVEL									
Points*		1	2	3	4	5	6	7	8	9	10
A (Minimum)		\$58,240	\$58,240	\$59,950	\$59,950	\$59,950	\$59,950	\$59,950	\$59,950	\$59,950	\$59,950
B (+ 14 points)		\$58,240	\$58,860	\$59,950	\$59,950	\$59,950	\$59,950	\$59,950	\$59,950	\$59,950	\$65,945
C (+ 28 points)		\$59,950	\$59,950	\$59,950	\$59,950	\$59,950	\$59,950	\$59,950	\$59,950	\$65,247	\$68,670
D (+ 42 points)		\$59,950	\$59,950	\$59,950	\$59,950	\$59,950	\$59,950	\$59,950	\$64,419	\$67,853	\$71,395
E (+ 56 points)		\$59,950	\$59,950	\$59,950	\$59,950	\$59,950	\$59,950	\$63,547	\$67,989	\$70,414	\$74,120
F (+ 70 points)		\$59,950	\$59,950	\$59,950	\$59,950	\$59,950	\$62,566	\$65,891	\$69,379	\$73,003	\$76,845
G (+ 84 points)		\$59,950	\$59,950	\$59,950	\$59,950	\$61,585	\$64,828	\$68,234	\$71,804	\$75,592	\$79,570
H (+ 98 points)		\$59,950	\$59,950	\$59,950	\$60,495	\$63,656	\$67,035	\$70,578	\$74,284	\$78,208	\$82,295
Additional Pay Scale Levels											
(continued) H (+ 98 points)		11	12	13	14						
		\$85,020	\$87,745	\$90,470	\$93,195	H15	H20	H25	H30		
						\$95,920	\$98,645	\$101,370	\$103,550		

NBC or Doctorate Differential is \$3000 paid in two installments in December and March.

*Annualized salary includes 196 work days. The 196 work days is a minimum number of work days, and team members may need to work additional days beyond the work calendar.

** Staff holding an alternative certification (intern or emergency) are restricted to A1, A2, B1, and/or B2.

***Annual salary advancements for longevity are not guaranteed and are subject to the school's operational needs and/or budget approved by the school Board.

**Certificated Support Team
July 1, 2020 Salary Schedule**

SCHOOL PSYCHOLOGIST AND PROGRAM SPECIALIST

STEP	1-2	3-4	5-6	7-8	9-10	11-13+
Salary	81088 3,378.67	84088 3503.67	88293 3678.88	92709 2862.88	97342 4055.92	102209 4258.71

SPEECH/LANGUAGE PATHOLOGIST

STEP	1-2	3-4	5-6	7-8	9-10	11-13+
Salary	74146 3089.42	78049 3252.04	82157 3423.21	86481 3603.38	91033 3793.04	95585 3982.71

NURSE

STEP	1-2	3-4	5-6	7-8	9-10	11-13+
Salary	70512 2938.00	74038 3084.92	77340 3222.50	81227 3384.46	85288 3553.67	89552 3731.33

OCCUPATIONAL THERAPIST

STEP	1-2	3-4	5-6	7-8	9-10	11-13+
Salary	70688 2945.33	74387 3099.46	78302 3262.58	82423 3434.29	86761 3615.04	91327 3805.29

NBC or Doctorate Differential is \$3000

* Based on 205 work days of the 12-month calendar. The 205 work days is a minimum number of work days, and team members may need to work additional days beyond the work calendar.

**Annual salary advancements for longevity are not guaranteed and are subject to the school's operational needs and/or budget approved by the school Board.

2019-20 & 2020-21 Classified Pay Scale

		A	B	C	D	E	F	G	H	I	J	K	L
Office Tech 1	Hourly	\$15.024	\$15.385	\$15.745	\$16.226	\$16.707	\$17.308	\$17.788	\$18.269	\$19.471	\$20.072	\$20.673	\$21.274
	Annual	\$31,250	\$32,000	\$32,750	\$33,750	\$34,750	\$36,000	\$37,000	\$38,000	\$40,500	\$41,750	\$43,000	\$44,250
Office Tech 2	Hourly	\$18.029	\$18.510	\$19.111	\$19.591	\$20.072	\$20.673	\$21.274	\$21.875	\$22.476	\$23.077	\$23.798	\$24.519
	Annual	\$37,500	\$38,500	\$39,750	\$40,750	\$41,750	\$43,000	\$44,250	\$45,500	\$46,750	\$48,000	\$49,500	\$51,000
Office Tech 3	Hourly	\$19.231	\$19.832	\$20.433	\$21.034	\$21.635	\$22.296	\$22.957	\$23.678	\$24.399	\$25.120		
	Annual	\$40,000	\$41,250	\$42,500	\$43,750	\$45,000	\$46,375	\$47,750	\$49,250	\$50,750	\$52,250		
Office Tech 4	Hourly	\$24.038	\$24.760	\$25.481	\$26.322	\$27.043	\$27.885	\$28.726	\$29.567	\$30.409	\$31.250		
	Annual	\$50,000	\$51,500	\$53,000	\$54,750	\$56,250	\$58,000	\$59,750	\$61,500	\$63,250	\$65,000		

- New classified team members will be placed on this salary schedule based on:
 - Row (Office Tech 1, 2, 3 or 4) where other department members start as an Inspire team member
 - Column (A-L) is determined by the lowest column all other recently added department members started, previous job experience, educational level attained, and demonstrated proficiency or experience in necessary job skills
- Classified team members who start at an Office Tech 1 position may move to Office Tech 2 Column H by meeting **all** of the following criteria:
 - Reaching step 12 in the Office Tech 1 column
 - Maintain satisfactory or better evaluations in the current and previous year
 - Participate in professional growth opportunities agreed to by department supervisor
 - Based on the above criteria receive approval from department supervisor
- Annually on July 1st classified team members will move from one column of the pay scale to the next if they have been in their current cell for a minimum of 3 months and they receive a satisfactory or better end of the year evaluation the previous year
- Department Managers may request from the Executive Director, or his designee, in writing that a team member is placed into a new higher (can't move down) cell on the salary schedule during the fiscal year (July 1 - June 30) based on:
 - New team member exceeding job expectations and performance after a 3 month new hire period
 - Team member taking on new assignments, tasks, or job responsibilities
 - Team member becoming highly proficient in specific skills that allows him/her to train other department members

Additional Supplement Bonus ("Supplement"):

The Executive Director may recommend a Supplement for teachers as set forth in this section.

- A Executive Director, in his or her sole discretion, shall determine what duties shall be supplemented based upon the operational needs of the school.
- A supplement is not automatic, and can be provided at the discretion and approval of the Executive Director, based on additional work beyond the regular work responsibilities.
- A supplement will be paid to the employee in accordance with the schedule provided by the School at the time of supplement award.
- The supplemental award shall not exceed \$35,000 or 50% of annual salary.
- All supplements listed are paid for the performance of duties beyond the regular work day and normal job responsibilities and are not approved solely on the basis of position classification

or previous supplement payment. Additional time spent fulfilling job duties does not constitute a basis for compensation beyond the teachers' regular salary.

- Teacher supplements will be set forth in a Supplement Performance Order. The Supplement Performance Order Request shall be completed and signed by the teacher and the Executive Director prior to performing the supplemental duties.
- Supplements will be paid in installments or one lump sum if less than \$1,001. However, this option will not be available where it would cause the employee to receive compensation prior to providing the service.
- Additional Supplements may include things such as Winter Break Coverage, Extra Student Pay and Enrollment Milestones.
- To qualify for an extended duty supplement, the following criteria must be met as requested and assigned by the Executive Director:
 - 1. The Executive Director must first agree with the teacher on the terms
 - 2. The supplemental work must be separate from the normal job responsibilities.
 - 3. The work must be completed or in the progress of being completed.

Part-time Teachers:

For all part-time teachers.

- Part-time/Full time Status: Compensation for part-time teachers will be \$30.00 per hour. Estimated hours for part-time teachers each week includes a maximum of 10 hours per week for approved non-instructional activities (recruiting, planning, grading, parent conferences, etc.) and one (1) additional hour per week per enrolled student. This allotted time should be sufficient to complete each part-time teacher's duties. All time worked will be compensated at the part-time teacher's hourly rate. Part-time teachers will work no more than up to 17 hours of work per pay period in July and for up to 8.5 hours of training in August.
- Part-time teachers must accurately record and timely submit records of all time worked and observe all lunch and rest breaks as outlined in the School's employee handbook. Part-time employees may not work overtime (i.e., over 8 hours in a workday or 40 hours per workweek) without written authorization from their direct supervisor.

When a case load of 20 students is reached, employees may be rated in and placed on a salary table and given health care benefits contingent upon the teacher's expected maintenance of a case load at the norm of 28 students for full-time teachers. Carrying a caseload of less than 28 students over a course of three (3) consecutive months may result in a return to part time status.

CLASSIFIED COMPENSATION

Experience and Placement

- Each classified employee will be placed on the salary schedule based on their creditable years of experience, which will be categorized as equivalent or applicable experience.
- Equivalent experience is the directly related experience of an employee to the position held or hired. Applicable experience is the other administrative, teaching, or professional experience which is not directly related to the position held or hired.
 - Example: Office Manager experience at a private school is accepted as equivalent experience for a person in the Office Manager position, but teaching experience will be applicable experience.
 - Example: SPED instructional aide at a school district, or a company may be equivalent experience for the SPED instructional aide position, but SPED center aide will be applicable experience.
- The evaluation of prior experience and placement on the Salary Scale will be recommended by the Human Resources Department and the Executive Director or designee makes the final decision, consistent with the School's approved budget.
- The following criteria will be considered in the evaluation of prior experience:

- The number of days worked in a year must be at least 180 days as a full-time employee
- The percentage of days worked
- Position held
- Type of the organization and accreditation
- Each equivalent year of creditable experience will be equal to 1 YEAR, and each year of creditable applicable experience will be equal to a 0.5 YEAR. If the total years of experience is a fraction of a whole, it will be rounded up.
 - Example: 3.5 YEARS will be rounded to 4.0 YEARS of experience.
- Rehired employee's years of experience in the same or higher salary placements will be treated as equivalent experience.
- The starting salary of a new employee may exceed the salary of a current employee in the same position based on the creditable years of experience as defined herein.
- Creditable experience may be earned from other schools, districts or any other employer.
- The Executive Director shall recommend the creation of new positions as needed and will evaluate and recommend placement of the new positions in the appropriate role, together with any necessary budget adjustments required, to be approved by the School Board

Role/Salary Placements

- All positions are classified according to the corresponding role and/or salary placements based on the required set of skills, education, effort, and responsibility of the job assignment as indicated in the specific job description. All positions may be reclassified as necessary by the Executive Director or designee. Some hard-to staff positions may be compensated out of the salary schedule as approved by the Executive Director.

Advancements on Pay Scale

- An advancement on the Pay Scale is the placement of an employee from a position in a lower salary placement to a position in a higher salary placement and will be determined on the same basis and factors articulated herein.

Lateral Transfer

- A lateral transfer is the movement of an employee from one position to another within the same salary placement. The employee may continue to progress in the same salary placement as experience in the position is accumulated. Prior experience will not be re-evaluated for purposes of placement or advancement in the new salary placement.

Partial Assignments

- In cases where a classified employee has been given multiple assignments (e.g. a SPED coordinator with partial ESL duties), the employee will be placed on the salary schedule (or salary placement) with the higher salary.

Reassignments

- Employees approved to voluntarily transfer to a position in a lower placement on the salary scale, if applicable, will be placed in the new salary placement, and the salary will be calculated as it is in the new placement or schedule
- When an employee is reassigned for any reason to a position in a lower salary placement, the employee's salary will be lowered during the next payroll cycle, or when determined by the Executive Director to avoid disruption so long as it is not earlier than the next payroll period.

Rehires

- A former employee who returns to a position similar to the role held prior to separation will be placed on the salary scale as follows:
 - The converted grade and step of individuals who separated employment will be identified for appropriate entry placement on the salary scale.

- All applicable work experience earned outside of Yosemite Valley Charter Schools, subsequent to separation, may be identified and used for credit as equivalent experience in accordance with the creditable years of service as described herein.

Experience – Nonexempt Employees

- Each nonexempt employee will be placed on the salary schedule based on their years of relevant experience. Although non-exempt employees may be paid a monthly salary (paid on a semi-monthly basis), all non-exempt salaried employees will be paid for all hours worked and are eligible for overtime in accordance with applicable law. Employees should receive approval from their supervisor before working overtime.
- The evaluation of prior experience will be made by the Executive Director or his/her designee. The following criteria, among others, may be considered in evaluation of prior experience:
 - The number of days worked in a year must be at least 180 days as a full time employee
 - The percentage of days worked
 - Position held
 - Type of the organization and accreditation
- Experience including secretarial, clerical, teaching, professional, and substitute experience may be credited.
- Each year of experience may be 1 YEAR in the schedule.
- The starting salary of a new employee may exceed the salary of a current employee in the same position based on their years of experience.
- Experience may be earned in other districts or other companies.
- The Executive Director or his or her designee may adjust a rehired non-exempt employee's placement on the pay scale as appropriate based on the employee's accumulated relevant experience following the employee's separation from the School, which may result in a higher or lower placement on the scale than the employee would have otherwise been placed had the employee been continuously employed. Adjustments to an employee's salary may be made in any subsequent school year.

Additional Supplement Bonus ("Supplement"):

The Executive Director may recommend a Supplement for classified staff members as set forth in this section.

- A Executive Director, in his or her sole discretion, shall determine what duties shall be supplemented based upon the operational needs of the school.
- A supplement is not automatic, and can be provided at the discretion and approval of the Executive Director, based on additional work beyond the regular work responsibilities.
- A supplement will be paid to the employee in accordance with the schedule provided by the School at the time of supplement award.
- The supplemental award shall not exceed \$35,000 or 50% of annual salary.
- All supplements awarded are paid for the performance of duties beyond the regular work day and normal job responsibilities and are not approved solely on the basis of position classification or previous supplement payment. Additional time spent fulfilling job duties does not constitute a basis for compensation beyond the classified staff members' regular salary.
- Classified staff member's supplements will be set forth in a Supplement Performance Order. The Supplement Performance Order Request shall be completed and signed by the classified staff member and the Executive Director prior to performing the supplemental duties.
- Supplements will be paid in installments or one lump sum if less than \$1,001. However, this option will not be available where it would cause the employee to receive compensation prior to providing the service.
- Additional Supplements may include things such as Winter Break Coverage and Enrollment Milestones.
- To qualify for an extended duty supplement, the following criteria must be met as requested and assigned by the Executive Director:

- 1. The Executive Director must first agree with the classified staff member on the terms
- 3. The supplemental work must be separate from the normal job responsibilities.
- 4. The work must be completed or in the progress of being completed.

PAYROLL ADVANCE POLICY

POLICY BRIEF AND PURPOSE

Our payroll advance policy describes our terms for advancing pay to our employees as an emergency short-term loan.

SCOPE

This policy applies to all employees, with the exception of the Executive Director and officers of Yosemite Valley Charter School. In addition, temporary employees with contracts that are less than one year will not be eligible for Payroll Advances.

POLICY ELEMENTS

“Payroll advance” refers to employees receiving a portion of their pay before their next normal payday. This does not include any money paid to the employee for work-related expenses.

The School is not obliged to pay employees in advance and may choose to do so if employees have qualifying reasons.

CONDITIONS FOR REQUESTING A PAYROLL ADVANCE

Employees can ask for a pay advance if they:

- *Have been employed with the school for three consecutive months.*
- *Have not taken any other company-sponsored loan.*
- *Do not have any current negative evaluations or disciplinary actions.*

These conditions apply to all eligible employees without discrimination against protected characteristics.

Employees should have a legitimate reason to ask for advance pay, usually an unexpected or unavoidable occurrence. Examples of such reasons, although not conclusive, are for:

- *Family or personal emergencies (e.g. being victims of a robbery or fire, having to pay funeral fees)*
- *Hospital bills not covered by medical insurance*
- *Car repairs not covered by insurance*
- *To save a family home*

Examples of non-qualifying reasons, include but are not limited to:

- Taking a planned vacation
- Entertainment expenses
- Gambling
- Fines

PAYROLL ADVANCE TERMS

Subject to approval, the maximum advance pay may be up to \$5,000. If employees find themselves in need of more frequent or larger pay advances than they are allowed, they should discuss the situation with their Executive Director. The Executive Director may decide to make exceptions on a case-by-case basis.

We will deduct the amount of the advance pay from an employee's future paychecks. This may mean:

- Depending on the amount, deducting the full amount from their next paycheck.
- Repaying the amount in small installments out of a number of future paychecks.

The repayment terms must be in writing and signed by employees and will comply with applicable laws.

We will not charge any administrative fees or interest.

If an employee resigns or is terminated before they repay their payroll advance, HR, subject to approval by the Executive Director, is responsible for reaching a new agreement with the employee. Any relevant legal requirements (whether federal, state or local) must be followed.

PAYROLL ADVANCE AGREEMENTS

Employees who want to request a payroll advance should request a Payroll Advance form from HR. They must:

- Indicate their reasons for filing the form.
- State the amount of money they want to receive in advance.
- Sign to accept this policy's terms.

This procedure must be followed:

1. Employees should submit the form to their Executive Director or their Supervisor, if the Executive Director is unavailable.
2. The Executive Director should first review the form. If they approve, they must sign the form and submit it to HR.
3. HR and the CFO or designee must also review the form and decide whether to grant the employee's request in consultation with the Executive Director. If they approve, HR must create an agreement form for the pay advance and repayment terms taking any applicable taxes into account. This agreement must be signed by HR, the CFO or designee and the employee and include relevant dates.
4. HR must forward the signed agreement to the accounting department. The accounting department will generally give employees their advance pay through check or bank transfer within a week, if possible, after receiving the form.

If the request is denied, the Executive Director must inform the employee.

The advance must be paid back within one year of the initial payment to the employee, subject to applicable law. If there is a problem with meeting the requirement then the employee must sign an agreement that moves them toward quickly meeting that requirement.

NOTICE TO BOARD

The Board must be informed by the Executive Director if an employee resigns prior to repaying their payroll advance.



Suicide Prevention Policy

Yosemite Valley Charter School is committed protecting the health and well-being of all Yosemite Valley Charter School students, including vulnerable youth populations, by having procedures in place to prevent, assess the risk of, intervene in, and respond to suicide and self-harming behavior. Vulnerable youth populations include LGBTQ (lesbian, gay, bisexual, transgender, questioning) youth, youth living with mental and/or substance use disorders, youth who engage in self-harm or have attempted suicide, youth in out-of-home settings, youth experiencing homelessness, American Indian/Alaska Native youth or youth that identify with other racial minority groups, youth bereaved by suicide and youth living with medical conditions and disabilities.

California *Education Code (EC)* Section 215, as added by Assembly Bill 2246, (Chapter 642, Statutes of 2016) mandates that the Governing Board of any local educational agency (LEA) that serves pupils in grades seven to twelve, inclusive, adopt a policy on pupil suicide prevention, intervention, and postvention. The policy shall specifically address the needs of high-risk groups, including suicide awareness and prevention training for teachers, and ensure that a school employee acts within the authorization and scope of the employee's credential or license.

The purpose of Yosemite Valley Charter School Governing Board approving this Suicide Prevention Policy is to accomplish the following:

1. Explain the Purpose for The Suicide Prevention Policy
 2. Identify Parental Involvement in Suicide Prevention
 3. Outline Key Terms and Definitions of Suicide Prevention
 4. Identify Risk Factors and Protective Factors
 5. Outline the Warning Signs of Suicide
 6. Outline How to Respond to the Warning Signs of Suicide
 7. Explain Suicide Discussion/Communication for Parents and Children.
 8. Outline the Process for Assessment and Referral
 9. Outline the Process for Implementing the Policy
 10. Provide Resources for Parents, Students, and Staff Members on Suicide Prevention
- 1. Purpose:** Yosemite Valley Charter School recognizes that:
- a) physical, behavioral, and emotional health is an integral component of a student's educational outcome,
 - b) further recognizes that suicide is a leading cause of death among young people,
 - c) the has an ethical responsibility to take a proactive approach in preventing deaths by suicide, and
 - d) acknowledges the school's role in providing an environment which is sensitive to individual and societal factors that place youth at greater risk for suicide and one which helps to foster positive youth development.

In recognition of the need to protect the health, safety and welfare of its students, to promote healthy development, to safeguard against the threat or attempt of suicide among school aged youth, and to address barriers to learning, Yosemite Valley Charter School hereby adopts a policy, which corresponds with and supports other federal, state and local efforts to provide youth with prevention education, early identification and intervention, and access to all local resources to promote health and prevent personal harm or injury.

With the intention of creating a safe and nurturing educational entity that minimizes suicidal ideation in students, we also recognize our duty to protect the health, safety, and welfare of our students, and aim to safeguard students and staff against suicide attempts, deaths and other trauma associated with suicide. These safeguards include ensuring adequate supports for students, staff, and families affected by suicide attempts and loss. Because the emotional wellness of students greatly impacts learning, motivation, and educational success, the current policy shall be paired with other policies that support the emotional and behavioral wellness of students. Our policy is based on research and best practices in suicide prevention, and has been adopted with the understanding that suicide prevention activities decrease suicide risk, increase help-seeking behavior, identify those at risk of suicide, and decrease suicidal behaviors. Empirical evidence refutes a common belief that talking about suicide can increase risk or “place the idea in someone’s mind.”

In an attempt to reduce suicidal behavior and its impact on students and families, the school has developed strategies for suicide prevention, intervention, and postvention, and the identification of the mental health challenges frequently associated with suicidal thinking and behavior. These strategies shall include professional development for parents/guardians, caregivers, students, and school personnel who regularly interact with students or serve in a position to recognize the risk factors and warning signs of suicide.

2. **Parental/Guardian Involvement:** Parents and guardians play a key role in youth emotional and behavioral health, including suicide prevention. This policy is meant to be used as a tool for parents/guardians to be informed and actively involved in decisions regarding a child’s welfare. Parents/guardians who learn the warning signs and risk factors for suicide are better equipped to connect with professional help when necessary. The school encourages and advises parents/guardians to take every statement regarding suicide or personal harm seriously and avoid assuming that a child is simply seeking attention.

Parents and guardians can also contribute to factors and conditions that reduce vulnerability to suicidal and self-harming behavior, for vulnerable youth populations. Feeling accepted by parents or guardians is a critical protective factor for vulnerable youth populations. As educators, Yosemite Valley Charter School faculty and staff can help protect vulnerable youth populations by ensuring that parents and guardians have adequate resources regarding family acceptance and the essential role it plays in students’ behavioral and emotional health.

3. **Student Participation and Education:** Yosemite Valley Charter School along with its partners has carefully reviewed available student curricula to ensure it promotes the mental health model of suicide prevention and does not encourage the use of the stress model to explain suicide.

Under the supervision of school-employed mental health professionals, and following consultation with county and community mental health agencies, students shall:

- Receive developmentally appropriate, student-centered education about the warning signs of mental health challenges and emotional distress;
- Receive developmentally appropriate guidance regarding the School's suicide prevention, intervention, and referral procedures.
- The content of the education shall include:
 - Coping strategies for dealing with stress and trauma;
 - How to recognize behaviors (warning signs) and life issues (risk factors) associated with suicide and mental health issues in oneself and others;
 - Emphasis on reducing the stigma associated with mental illness and the fact that early prevention and intervention can drastically reduce the risk of suicide.

Student-focused suicide prevention education can be incorporated into classroom curricula (e.g., health classes, freshman orientation classes, science, and physical education).

Yosemite Valley Charter School will support the creation and implementation of programs and/or activities on campus that raise awareness about mental wellness and suicide prevent (e.g., Mental Health Awareness Weeks, Peer Counseling Programs, Freshman Success Programs).

3.4. Key Terms and Definitions:

- ***At Risk*** A student who is defined as high risk for suicide is one who has made a suicide attempt, has the intent to die by suicide, or has displayed a significant change in behavior suggesting the onset or deterioration of a mental health condition. The student may have thought about suicide including potential means of death and may have a plan. In addition, the student may exhibit feelings of isolation, hopelessness, helplessness, and the inability to tolerate any more pain. This situation would necessitate a referral, as documented in the following procedures.
- ***Crisis Team*** A multidisciplinary team of primarily administrative, mental health, safety professionals, and support staff whose primary focus is to address crisis preparedness, intervention/response, and recovery. These professionals have been specifically trained in crisis preparedness through recovery and take the leadership role in developing crisis plans, ensuring school staff can effectively execute various crisis protocols, and may provide mental health services for effective crisis interventions and recovery supports.
- ***Mental Health*** A state of mental and emotional being that can impact choices and actions that affect wellness. Mental health problems include mental and substance use disorders.
- ***Postvention*** Suicide postvention is a crisis intervention strategy designed to reduce the risk of suicide and suicide contagion, provide the support needed to help survivors cope with a suicide death, address the social stigma associated with suicide, and disseminate factual information after the suicide death of a member of the school community.
- ***Risk Assessment*** An evaluation of a student^[1]_{SEP} who may be at risk for suicide, conducted by the appropriate school staff (e.g., school psychologist or school counselor). This assessment is designed to elicit information regarding the student's intent to die by suicide, previous history of suicide attempts, presence of a suicide plan and its level of lethality and

availability, presence of support systems, and level of hopelessness and helplessness, mental status, and other relevant risk factors.

- ***Risk Factors for Suicide*** Characteristics or conditions that increase the chance that a person may try to take his or her life. Suicide risk tends to be highest when someone has several risk factors at the same time. Risk factors may encompass biological, psychological, and or social factors in the individual, family, and environment.
- ***Self-Harm*** Behavior that is self-directed and deliberately results in injury or the potential for injury to oneself. Can be categorized as either non-suicidal or suicidal. Although self-harm often lacks suicidal intent, youth who engage in self-harm are more likely to attempt suicide.
- ***Suicide*** Death caused by self-directed injurious behavior with any intent to die as a result of the behavior. Note: The coroner's or medical examiner's office must first confirm that the death was a suicide before any school official may state this as the cause of death.
- ***Suicide Attempt*** A self-injurious behavior for which there is evidence that the person had at least some intent to kill himself or herself. A suicide attempt may result in death, injuries, or no injuries. A mixture of ambivalent feelings such as wish to die and desire to live is a common experience with most suicide attempts. Therefore, ambivalence is not a sign of a less serious or less dangerous suicide attempt.
- ***Suicidal Behavior*** Suicide attempts, intentional injury to self-associated with at least some level of intent, developing a plan or strategy for suicide, gathering the means for a suicide plan, or any other overt action or thought indicating intent to end one's life.
- ***Suicide Contagion*** The process by which suicidal behavior or a suicide influences an increase in the suicidal behaviors of others. Guilt, identification, and modeling are each thought to play a role in contagion. Although rare, suicide contagion can result in a cluster of suicides.
- ***Suicidal Ideation*** Thinking about, considering, or planning for self-injurious behavior which may result in death. A desire to be dead without a plan or intent to end one's life is still considered suicidal ideation and should be taken seriously.

4.5. Risk Factors and Protective Factors:

Risk Factors are characteristics or conditions that increase the chance that a person may try to take her or his life or participate in self-harming behaviors. These risks tend to be highest when someone has several risk factors at the same time.

The most frequently cited risk factors for suicide are:

1. Major depression (feeling down in a way that impacts your daily life) or bipolar disorder (severe mood swings)
2. Problems with alcohol or drugs
3. Unusual thoughts and behavior or confusion about reality
4. Personality traits that create a pattern of intense, unstable relationships or trouble with the law
5. Impulsivity and aggression, especially along with a mental disorder
6. Previous suicide attempt or family history of a suicide attempt or mental disorder
7. Serious medical condition and /or pain

It is important to bear in mind that the large majority of people with mental disorders or other suicide risk factors do not engage in suicidal behavior.

Protective Factors are characteristics or conditions that may help to decrease a person's risk of suicide or self-harming behaviors. While these factors do not eliminate the possibility of suicide, especially in someone with risk factors, they may help to reduce that risk. Protective factors for suicide have not been studied as thoroughly as risk factors, so less is known about them.

The most frequently cited protective factors of suicide include:

1. Receiving effective mental health care
2. Positive connections to family, peers, community, and social institutions such as marriage and religion that foster resilience
3. The skills and ability to solve problems

It is important for school districts to be aware of student populations that are at elevated risk of suicidal or self-harming behavior based on various factors:

1. Youth living with mental and/or substance use disorders. While the large majority of people with mental disorders do not engage in suicidal behavior, people with mental disorders account for more than 90 percent of deaths by suicide. Mental disorders, in particular depression or bipolar (manic-depressive) disorder, alcohol or substance abuse, schizophrenia and other psychotic disorders, borderline personality disorder, conduct disorders, and anxiety disorders are important risk factors for suicidal behavior among your people. The majority of people suffering from these mental disorders are not engaged in treatment, therefore school staff may play a pivotal role in recognizing and referring the student to treatment that may reduce risk.
2. Youth who engage in self-harm or have attempted suicide. Suicide risk among those who engage in self-harm is significantly higher than the general population. Whether or not they report suicidal intent, people who engage in self-harm are at elevated risk for dying by suicide within 10 years. Additionally, a previous suicide attempt is a known predictor of suicide death. Many adolescents who have attempted suicide do not receive necessary follow up care.
3. Youth in out-of-home settings. Youth involved in the juvenile justice or child welfare systems have a high prevalence of many risk factors of suicide. Young people involved in the juvenile justice system die by suicide at a rate about four times greater than the rate among youth in the general population. Though comprehensive suicide data on youth in foster care does not exist, one research found that youth in foster care were more than twice as likely to have considered suicide and almost four times more likely to have attempted suicide than their peers not in foster care.
4. Youth experiencing homelessness. For youth experiencing homelessness, rates of suicide attempts are higher than those of the adolescent population in general. These young people also have higher rates of mood disorders, conduct disorders, and post-traumatic stress disorder.
5. American Indian/Alaska Native youth. In 2009, the rate of suicide among American Indian / Alaska Native youth ages 15-19 was more than twice that of the general youth population. Risk factors that can affect this group include substance use, discrimination, lack of access to mental health care, and historical trauma.
6. LGBTQ (lesbian, gay, bisexual, transgender, or questioning) youth. The CDC finds that LGBTQ youth are four times more likely, and questioning youth are three times more likely, to attempt suicide as their straight peers. The American Association of Suicidology reports that nearly half of young transgender people have seriously

considered taking their lives and one quarter report having made suicide attempt. Suicidal behavior among LGBTQ youth can be related to experiences of discrimination, family rejections, harassment, bullying, violence and victimization. For those youth with baseline risk for suicide (especially those with a mental disorder), these experiences can place them at increased risk. It is these societal factors, in concert with other individual factors such as mental health history, and not the fact of being LGBTQ that will elevate the risk of suicidal behavior for LGBTQ youth.

7. Youth bereaved by suicide. Studies show that those who have experience suicide loss, through the death of a friend or loved one, are at increased risk for suicide themselves.
8. Youth living with medical conditions and disabilities. A number of physical conditions are associated with an elevated risk for suicidal behavior. Some of the conditions include chronic pain, loss of mobility, disfigurement, cognitive styles that make problem-solving a challenge, and other chronic limitations. Adolescents with asthma are more likely to report suicidal ideation and behavior than those without asthma. Additionally, studies show that suicide rates are significantly higher among people with certain types of disabilities, such as those with multiple sclerosis or spinal cord injuries.

5.6. Warning Signs of Suicide: It is vital to suicide prevention that individuals are equipped to recognize the warning signs of someone who is seriously contemplating suicide. Behaviors that may mean a person is at *immediate* risk for suicide and thus prompt you to take action right away include:

- Talking about wanting to die or to kill one's self
- Looking for a way to kill one's self, such as a new or sudden interest in buying a gun
- Talking about feeling hopeless or like there's no point in living or carrying on
- Unusual or unexpected visits or calls to family and friends to say "goodbye" as if they will not be seen again
- Sudden efforts to get one's affairs in order, e.g., making a will out of the blue or giving away prized possessions
- A sudden sense of calm and happiness; though this might sound contradictory, if an extremely depressed person suddenly seems calm or happy, this can mean the person has made a decision to commit suicide. *Do not assume a person expressing a desire to die is joking.* Ask if they are serious. And make sure to follow up. Someone might say they are only joking when in fact the "joke" is motivated by a sincere desire to die. Suicide is not a joking matter; do not treat it as such. Less immediate, but still concerning, warning signs of suicidal ideation include:
 - Feeling anxious or agitated
 - Sudden reckless behavior
 - Significant changes in sleep behavior (hardly sleeping, sleeping too much)
 - Withdrawing or isolating from others

- Talking about feeling trapped
- Talking about pain feeling unbearable
- Talking about being a burden to others
- Increased use/abuse of alcohol or drugs
- Extreme mood swings

The above behaviors do not necessarily indicate suicidal ideation in and of themselves. However, when combined with other factors (like a recent, painful loss or public moment of humiliation), they should take on a new sense of urgency to intervene with help.

6.7. Responding to the Warning Signs: The most important thing you can do is ***take the person seriously***. Do not judge them; do not make them feel bad; do not make a joke about it even if it makes you feel uncomfortable. Above all, do not assume the person is only seeking attention. That is not your judgment to make and you making it could be a life-threatening mistake. Be there, support them, and take immediate action. That immediate action should include, at the very minimum, the following:

- Talk to the person. Let them know you care about them.
- Listen without judging. This means you need to set aside whatever religious or theological beliefs you have about suicide in the abstract. This moment is about helping the human being in front of you who needs support.
- Try not to act/appear shocked. The person is already in distress; an overwhelming display of emotions on your part could only further distress them and make them feel they should not talk to you.
- Ask the person directly, “Are you thinking of ending your life?” or “Are you considering killing yourself?” Though it might make *you* uncomfortable, remember these four concrete questions: Suicidal? Method? Have what you need to follow through with plan? When?

The more information you know, the better you can help the suicidal person as well as the professionals that need to get involved. Also, asking these questions can help you determine how significant the risk. The more developed the person’s suicidal plan, the higher the risk. For example, if the person has a method and a time in mind, the risk is extremely high.

- If the person says, “No,” continue to be with the person and give support and stay in touch for the next few days, repeating the above process.
- If the person says, “Yes,” and has a plan and access to lethal means, do not leave the person alone. Get a professional involved. ***Immediately contact a local mental health professional, law enforcement, a local hospital emergency department, and/or the National Suicide Prevention Lifeline (1-800-273-8255).***
- Provide any relevant information you may have about the person to those who are managing the crisis.

- Keep in contact with the person after the crisis and provide ongoing care and support.
- Draw on other leaders and volunteers in your home and school community to provide support
- If a person ever asks you to keep their suicidal feelings or thoughts secret, refuse. The most loving response to someone feeling suicidal is getting them the help they need. A life is at risk. *If the risk of chronic/not immediate:* ^[1]~~[SEP]~~ Sometimes people may display warning signs of suicide or *feel* suicidal but not have any plans to actually commit suicide. Their risk may be low, but their suicidal feelings or thoughts are still causing significant distress in their lives. Even though their risk of actually attempting suicide is low, you should still reach out and do your best to support them. Here are some ways you can do so:
- Ask them directly about their feelings and thoughts. You'd be surprised how willing some people are to talk about their suicidal urges. It might even be a relief for them to have someone to talk to about those urges. The Help Guide gives the following suggestions for starting such a conversation:
 - Help Guide, "Suicide Prevention: How to Help Someone who is Suicidal," <http://www.helpguide.org/articles/suicide-prevention/suicide-prevention-helping-someone-who-is-suicidal>
 - *Ways to start a conversation about suicide:* I have been feeling concerned about you lately. Recently, I have noticed some differences in you and wondered how you are doing. I wanted to check in with you because you haven't seemed yourself lately.
 - *Questions you can ask:* When did you begin feeling like this? Did something happen that made you start feeling this way? How can I best support you right now? Have you thought about getting help?
 - *What you can say that helps:* You are not alone in this. I'm here for you. You may not believe it now, but the way you're feeling will change. I may not be able to understand exactly how you feel, but I care about you and want to help. When you want to give up, tell yourself you will hold off for just one more day, hour, minute—whatever you can manage.

Educate yourself about suicide. Study more about suicide, its causes, and how to show love to someone who struggles with it.

Do not talk about suicidal people as if they are "crazy" or "insane." Use words that will not make them feel like isolating themselves even more. Most suicidal people are not clinically psychotic. They might be grief-stricken or depressed, but do not make them feel like they should be locked up in an asylum.

Help the person find professional assistance. Offer to help them find a counselor or therapist; offer to help fill out forms for applying to your county or state's mental health care system.

Encourage positive lifestyle changes, such as exercising more. Start small: for example, invite the person to going for a walk or hiking with you on the weekend.

Help the person make a safety plan. Help the person develop a set of concrete and specific-steps they promise to follow if they feel particularly suicidal. The plan should include things they promise to avoid (alcohol, drugs, etc.) and things they promise to do instead (call you, call another friend or therapist, etc.).

If necessary, have the person temporarily give you anything that they could use to commit suicide, such as unneeded, extra medications, razors, knives, etc.

Continue to stay in touch and support the person over the long-term. Repeat the above steps as needed.

7.8. For Parents- Suicide Discussion/Communication: Talking to your Children: *Here are some suggestions to help you with introducing the subject:*

- **Be courageous:** There is no shame in admitting that suicide is a scary issue. As parents, you probably want to protect your kids from all sorts of scary things. But you also have an obligation to teach them how to face reality and equip them to deal with all the scary things reality can bring. Here's the truth: your kids are going to learn about suicide one way or another. So would you rather that they learn about it from the media or a friend who suddenly kills himself, or would you rather that you have the opportunity to educate them in advance? So face those fears and dive right in.
- **Pick a time where you can have an uninterrupted conversation:** Start the conversation when you have the best chance of having your child's attention. A car ride, for example, ensures that your child will have fewer distractions than at home with the TV on. While you want to make sure your child gives you their attention, also make sure they don't feel trapped. Remember: if talking about suicide makes *you* uncomfortable, it can also make your child feel uncomfortable. So make sure you not only have their attention, but that you do so in an environment that feels non-threatening and open.
- **Plan in advance:** Think about what you want to say and make sure you have the right information to talk to your child accurately and helpfully about suicide. Make notes or plan a script if you want.
- **Tailor the conversation to your child's age:** When talking about suicide (or any big, serious topic, for that matter), make sure that you keep the conversation at a level that is appropriate for that child's developmental level. For younger children, your descriptions can be shorter and simpler. For older children, give longer and more detailed answers. Additionally, older children will likely have many questions. If you don't know the answer to a question, don't be afraid to say that. You can make it into a learning experience and research the answer with your child together. That's much better than inaccurate or misleading information.
- **Explain suicide in a way that dispels common myths:** Let your children know not only the facts about suicide, but also what depression is and how it can make people feel suicide is their only escape. Let them know that suicide is never a necessity and that there is always hope. Let them know that they are not bad if they feel sad or upset

and that it's ok to tell you if they do feel this way. Make sure they feel safe in your home and that they do not have to pretend to always be happy. Let them know you will not judge them if they are feeling down and that you love them no matter how happy or sad they are.

- **Encourage them to talk to trusted adults:** Let your kids know that they can talk to you if they are feeling depressed or suicidal. Or let them know that if they ever feel uncomfortable talking to you about depression or suicide, that they can always talk to another trusted family member or adult in your community. The important thing is that they do not hold their feelings inside until they become so unbearable they feel like they are going to explode.
- **Let your child speak:** Ask your child what *they* think about the topic. Just be direct, e.g., "Have you thought about suicide? What do you think about it? Do your friends think about it? Do you know who you can talk to if you're feeling these feelings?"
- **Listen to your child:** If you ask your child what they think, make sure to be silent and give them the space to talk. If they say something that is inaccurate or that worries you, definitely be honest but do not interrupt them. Wait until they are done, affirm that you heard what they said and appreciate that they shared their thoughts with you, and *then* address whatever issues you feel need to be corrected.
- **Seeking Assistance:** There are differing situations where your child's distress may become apparent. Your child may reveal their suicidal thoughts to you, a friend, or a trusted adult. Whoever becomes aware of your child's distress must immediately seek assistance. In seeking assistance, your child's safety is the first consideration. The child should **never** be left alone during this crisis. If your child has a physician or therapist, call to alert them of the situation.

For the Child/ Student: School can be an exciting time, filled with new experiences, but at times you might feel as though it is more of a struggle. This information is meant to help you as you work through a tough time.

Life can be stressful. Between the friend drama, packed schedules, classes, clubs, relationships, sports, jobs, parental expectations, figuring out who you are, uncertainty over things, and not getting enough sleep, life can occasionally get you down and feel overwhelming. That is normal.

What is not normal is struggling through each day, feeling like things will only get worse. Maybe you feel like you have lost control, that nothing matters, or that you are alone. These feelings may indicate a condition that requires professional help, such as depression, anxiety or other mental health conditions.

Not everyone experiences mental health conditions in the same way, but **everyone struggling with their mental health deserves help**. Depression is among the most common conditions experienced. It is a complex medical illness that significantly interferes with an individual's ability to function, enjoy life, and feel like themselves.

A number of factors may contribute to a person becoming depressed; genetic predisposition and stressful life events can certainly play a role, but sometimes depression can occur without an obvious cause. This means that **anyone can become depressed**, even those who seemingly have every reason to be happy.

Depression commonly affects your thoughts, your emotions, your behaviors, and your overall physical health. Experiencing any one of these symptoms on its own does not constitute depression; a diagnosis of depression requires several of these symptoms to occur for at least two weeks. Here are some of the most common symptoms that point to the presence of depression:

- **Feelings:**
 - Sadness
 - Hopelessness
 - Guilt
 - Moodiness
 - Angry outbursts
 - Loss of interest in friends, family, and favorite activities
- **Thoughts:**
 - Trouble concentrating
 - Difficulty making decisions
 - Trouble remembering
 - Thoughts of harming oneself
 - Delusions and/or hallucinations can also occur in cases of severe depression
- **Behaviors:**
 - Withdrawing from people
 - Substance abuse
 - Missing work, school, or other commitments
 - Attempts to harm oneself (e.g., cutting)
- **Physical/Somatic Problems:**
 - Tiredness or lack of energy
 - Unexplained aches and pains
 - Changes in appetite
 - Weight loss or gain
 - Changes in sleep – sleeping too little or too much

If you are experiencing symptoms of depression, it is important to **talk to a trusted adult** (parent, teacher, counselor, coach, or clergy) or doctor so that you can get the help you need. **Depression does not go away on its own, but with the appropriate help it can be treated.** Studies show that more than 80% of people with depression can feel better with talk therapy (counseling) and/or medication. Maybe you have noticed that your friend has not been acting like themselves lately and you are worried about whether or not they are really “fine” after all. If you think a friend may be depressed, show them you care by reaching out. Give yourself time to talk in a private, comfortable place. Honestly share what you have noticed (changes in behavior, things they have said or done) and ask them how they are feeling. Let them know that you are asking them because you care, because you want them to feel better, and because there is help. Let them know that there is hope and help available, and support them to get the help they need. If you don’t feel comfortable asking your friend, share your concerns with a trusted adult who can. Talking about mental health can be difficult, but reaching out and getting help for depression is one of the most courageous, important things you can do for yourself or for a friend. **It might even save a life.**

- Resources at home or outside school:
 - Talk to a parent or older relative
 - Call your pediatrician or physician
 - Talk to a trusted adult, teacher, or guidance counselor
 - National Suicide Prevention Lifeline: 800-273-8255
 - If someone is in immediate danger, **call 911**. *Getting help does not mean that you have failed, it demonstrates courage, hope, and means you’ve allowed others to show they care.*

8.9. Assessment and Referral: When a student is identified by a staff person as potentially suicidal, e.g., verbalizes about suicide, presents overt risk factors such as agitation or intoxication, the act of self-harm occurs, or a student self-refers, the student will be seen by a school employed mental health professional within the same school day to assess risk and facilitate referral. If there is no mental health professional available, a school nurse or administrator will fill this role until a mental health professional can be brought in.

- School staff will continuously supervise the student to ensure their safety.
- The designated mental health and suicide prevention coordinator (s) will be made aware of the situation as soon as reasonably possible.
- The mental health professional/coordinator will contact the student’s parent or guardian, and will assist the family with urgent referral. When appropriate, this may include calling emergency services or bringing the student to the local hospital emergency department, but in most cases will involve setting up an outpatient mental health or primary care appointment and communicating the reason for referral to the healthcare provider.
- Staff will ask the student’s parent or guardian for written permission to discuss the student’s health with outside care, if appropriate.

Protecting the health and well-being of all students is of utmost importance. A suicide prevention policy serves to assist and protect all students through the following steps:

- Students should be made aware of and informed about recognizing and responding to warning signs of suicide in peers and friends, using coping skills, using support systems, and seeking help for themselves and friends.
- Yosemite Valley Charter School will designate a suicide prevention coordinator to serve as a point of contact for students in crisis and to refer students to appropriate resources.
- When a student is identified as being at risk, they will be assessed by a school employed mental health professional who will work with the parents, staff, and student, and help connect them to appropriate local resources.
- Students will have access to national resources which they can contact for additional support.
- All students will be expected to help create a school culture of respect and support in which students feel comfortable seeking help for themselves or friends. Students are encouraged to tell an adult (e.g., teacher, parent) if they, or someone they know, is feeling suicidal or in need of help.
- Students should also know that because of the life or death nature of these matters, confidentiality or privacy concerns are secondary to seeking help for students in crisis.
- If the student is in imminent danger (has access to a gun, is on a rooftop, or in other unsafe conditions), a call shall be made to 911.
- A referral process should be prominently disseminated to all staff members with access to students, so they know how to respond to a crisis and are knowledgeable about the school and community-based resources.
- The Executive Director shall establish crisis intervention procedures to ensure student safety and appropriate communications if a suicide occurs or an attempt is made by a student or adult on campus or at a school-sponsored activity.
- The referral process shall be prominently disseminated to all parents/guardians/caregivers so they know how to respond to a crisis and are knowledgeable about the school and community-based resources.

Coping Skills/Healthy Behaviors: These are positive actions and behaviors that a student engages in to help them through their struggles on a daily basis. Some coping strategies include activities that students can do in order to regulate his/her emotions; ask the student for input, and teach him/her additional strategies if necessary. Strategies may include: *slow breathing, yoga, play basketball, draw, write in journal, take a break from school activities to drink water, listen to music.*

Places I Feel Safe: These are places that the student feels most comfortable. It should be a safe, healthy, and generally supportive environment. This can be a physical location, an imaginary happy place, or in the presence of safe people. Help students identify a physical and/or emotional state of being. Places may include: *my being with my friends, youth group at church, imagining I am on a beach watching the waves.*

School Support: Any school staff member or administrator can check in with a student regularly (regardless of whether or not the student seeks out help). Notify student's teacher(s) and request monitoring and supervision of the student (keeping in mind not to share confidential information).

Adult Support: It is important that a student also feel connected with healthy adults at home or in their community. The student should trust these adults and feel comfortable asking for help during a crisis. Identify how student will communicate with these individuals and include a phone number. Some adults may include: *family (e.g., grandparent, aunt, uncle, adult sister); clergy (e.g. youth pastor); or neighbor.*

9.10. Prevention: School Policy Implementation: A suicide prevention coordinator shall be designated by Yosemite Valley Charter School Administration. This may be an existing staff person, such as a School Counselor or School Psychologist. The suicide prevention coordinator will be responsible for planning and coordinating implementation of suicide prevention for the school.

The school suicide prevention coordinator will act as a point of contact in the school for issues relating to suicide prevention and policy implementation. All staff members shall report students they believe to be at elevated risk for suicide to the school mental health/suicide prevention coordinator.

Providing a safe, positive, and welcoming school climate; and ensuring that students have trusting relationships with adults serves as the foundation for effective suicide prevention efforts. Bullying and suicide-related behaviors have a number of shared risk factors including mental health challenges (e.g., depression, hopelessness, and substance use/abuse). Youth who report frequently bullying others and those who report being frequently bullied are at increased risk for suicidal thoughts and behavior. Bully-victims (those who report both bullying others and being bullied) are at the highest risk for suicidal thoughts and behaviors. Keep in mind the relationship between bullying and suicide is more complex and less direct than it might appear. While bullying may be a precipitating event, there are often many other contributing factors, including underlying mental illness.

Prevention efforts should also address non-suicidal self-injury (NSSI or "cutting"). While the behavior is typically not associated with suicidal thinking, it is a red flag that someone is distressed and does increase the risk for suicidal thinking and behaviors. It is important that school staff learn to recognize the signs of NSSI, including cuts, burns, scratches, scabs, and scrapes, especially those that are recurrent and if explanations for the injuries are not credible. Suicide risk assessment should always be a part of intervention with the student who displays NSSI.

Staff Professional Development: All staff will receive annual professional development on risk factors, warning signs, protective factors, response procedures, referrals, postvention, and resources regarding youth suicide prevention. The professional development will include additional information regarding groups of students at elevated risk for suicide, including those living with mental and/or substance use disorders, those who engage in self-harm or have attempted suicide, those in out-of-home settings, those experiencing homelessness, American Indian/Alaska Native student, LGBTQ students, students bereaved by suicide and those with medical conditions or certain types of disabilities. Additional professional development in risk assessment and crisis intervention will be provided to school employed mental health professionals and school nurses.

Identification and Intervention: Early identification and intervention are critical to preventing suicidal behavior. When a parent/caregiver or school staff become aware of a

student exhibiting potential suicidal behavior, they should immediately and contact a member of the school's crisis response team for a suicide risk assessment and support. If the appropriate staff is not available, 911 should be called. Typically, it is best to inform the student what you are going to do every step of the way. Under no circumstances should the student be left alone (even in a bathroom/ restroom). Reassure and supervise the student until a 24/7 caregiving resource (e.g., mental health professional or law enforcement representative) can assume responsibility.

Designated members of the school crisis team should conduct a suicide risk assessment. The purpose of the assessment is to determine the level of risk and to identify the most appropriate actions to ensure the immediate and long-term safety and well-being of the student. This should be done by a team that includes a school-employed mental health professional.

Caregiver notification is a vital part of suicide prevention. The appropriate caregiver(s) must always be contacted when signs of suicidal thinking and behavior are observed. Typically, this is the student's parent(s); however, when child abuse is suspected protective services should be contacted. Even if a child is judged to be at low risk for suicidal behavior, schools may ask caregivers to sign a form to indicate that relevant information has been provided. Regardless, all caregiver notifications must be documented. Caregivers also provide critical information in determining level of risk. Whether a student is in imminent danger or not, it is strongly recommended that lethal means are (e.g., guns, poisons, medications, and sharp objects) are removed or made inaccessible.

Refer to community services if warranted. Referral options to 24-hour community-based services should be identified in advance. It is best to obtain a release from the primary caregiver to facilitate the sharing of information between the school and community agency.

Help the parent/caregiver and/or school staff to develop with the student a safety plan. Helping the student to develop a written list of coping strategies and sources of support that can be of assistance when he or she is having thoughts of suicide (e.g., a safety plan) is recommended. Suicide prevention hotlines (e.g., 800-273-TALK) and the app MY3 (my3app.org) can be helpful elements of such a plan.

Schools are legally responsible for documenting every step in the assessment and intervention process. A documentation form for support personnel and crisis response team members should be developed to record all suicide intervention actions and caregiver communication. Student information must be kept confidential but there are exceptions to FERPA when safety is of concern. Staff responsible for the safety and welfare of the student should be provided with the information necessary to work with the student and preserve the safety. School staff members do not need clinical information about the student or a detailed history of his or her suicidal risk or behavior. Discussion among staff should be restricted to the student's treatment and support needs.

Keep tabs on the rumor mill (including social media). If you hear or see something credible, refer the student to a school-employed mental health professional or crisis response team member. At the same time, gossip about particular incidents and students should also be discouraged.

Please Remember:

If it seems that an individual is in immediate danger of hurting himself or herself: Take the person to a hospital Emergency Room to be evaluated by a health professional.

If the person refuses help: Call 9-1-1 for police evaluation of the individual. If the person is a danger to self or others, the officer can transport the person to a hospital where he or she may be held.

Postvention. Following a suicide, school communities must strike a delicate balance. Students should have an opportunity to grieve, but in a way that does not glorifying, romanticizing or sensationalizing suicide, which may increase suicide risk for other students.

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Confirm facts. Confirm the facts related to the death with the family and/or police. Inform other schools in the district with students related or close to the deceased. Contact the family to offer condolences, ask what the school can do to help, offer resources, and to discuss communication with the school community. Protect and gather the personal effects of the deceased for the family and/or the police. Pay close attention to other students (and staff) who may also be at risk of suicidal behavior.

Resources needed. In some situations, schools may have adequate resources to handle the aftermath of a suicide. However, it is critical that schools assess the impact of the suicide on the school community to determine the level of postvention support needed. Factors to consider include how well known the student was, if the suicide was public (e.g., occurred at a school event), and/or if the deceased had shared his/her suicidal intentions with others (particularly to large numbers of other students via social media). These factors generally increase the impact and thus the potential postvention needs of members of the school community.

Contagion. Suicide contagion occurs when suicidal behavior is imitated. The effect is strongest among adolescents: they appear to be more susceptible to imitative suicide than adults, largely because they may identify more readily with the behavior and qualities of their peers. Guilt, identification, and modeling are each thought to play a role in contagion. Sometimes suicide contagion can result in a cluster of suicides. Studies indicate that 1-5% of all suicides within this age group are due to contagion (100-200 teenage cluster suicides per year).

Suicide postvention strategies designed to minimize contagion include avoiding sensationalism or giving unnecessary attention to the suicide, avoiding glorifying or vilifying of suicide victims, and minimizing the amount of detail about the suicide shared with students.

If there appears to be contagion, school administrators should consider taking additional steps beyond the basic crisis response, including stepping up efforts to identify other students who may be at heightened risk of suicide, collaborating with community partners in a coordinated suicide prevention effort, and possibly bringing in outside experts.

Memorials. Memorials in particular run the risk of glamorizing suicide and should thus be implemented with great care. Living memorials are recommended such as making donations to a local crisis center, participating in an event that raises awareness about suicide prevention, or providing opportunities for service activities in the school that emphasize the importance of student's taking care of each other.

Care for the caregiver. It is important that administrators and crisis team members not underestimate the potential impact that a suicide can have on school staff members. School leaders should promote a culture in which both the students and the adults in the building feel comfortable asking for help and/or to take a break. Providing contact information and encouraging staff to meet their own mental health needs is an important first step in ensuring that staff are adequately supported.

Grief. Understanding the nature of grief can help us better cope with loss. Grief is a natural, healthy process that enables us to recover from terrible emotional wounds. Grief can affect our thinking, behavior, emotions, relationships, and health. People may experience sleeplessness, exhaustion, indigestion, lack of appetite, or memory lapses. Recognizing that these are common reactions to grief can help us minimize them by reaching out to friends, or joining a community support group.

The journey through grief has four phases:

- **Shock – In the days and weeks immediately following a devastating loss, common feelings include numbness and unreality, like being trapped in a bad dream.**
- **Reality – As the fact of the loss takes hold, deep sorrow sets in, accompanied by weeping and other forms of emotional release. Loneliness and depression may also occur.**
- **Reaction – Anger, brought on by feelings of abandonment and helplessness, may be directed toward family, friends, doctors, and the one who died or deserted us. Other typical feelings include listlessness, apathy, and guilt over perceived failures or unresolved personal issues.**
- **Recovery – Finally, there is a gradual, almost imperceptible return to normalcy. This is a time of adjustment to the new circumstances in life.**

These phases vary in duration for each person, so the school should not impose a timetable upon anyone. Some people need a year or two, while others may take less time. Holidays, anniversaries, and birthdays can trigger intense grief, especially the first year. Everyone grieves differently – depending on personality, religious beliefs, maturity, emotional stability, and cultural traditions.

The following steps should be implemented after a **mental health crisis** has happened:

- Treat every threat with seriousness and approach with a calm manner, make the student a priority;
- Listen actively and non-judgmental to the student. Let the student express his or her feelings;
- Acknowledge the feelings and do not argue with the student;
- Offer hope and let the student know they are safe and that help is provided. Do not promise confidentiality or cause stress;
- Keep close contact with the parents/guardians/caregivers and mental health professionals working with the student.

The following steps shall be implemented upon **re-entry to school after a suicide attempt**:

- Obtain a written release of information signed by parents/guardians/caregivers and providers;

- Confer with student and parents/guardians/caregivers about any specific requests on how to handle the situation;
- Inform the student's teachers about possible days of absences;
- Allow accommodations for student to make up work (be understanding that missed assignments may add stress to student);
- Mental health professionals or trusted staff members should maintain ongoing contact to monitor student's actions and mood;
- Work with parents/guardians/caregivers to involve the student in an aftercare plan.

10.11. Resources for Parents, Students and Staff Members on Suicide Prevention:

- **Parents as Partners: A Suicide Prevention Guide for Parents** is a booklet that contains useful information for parents/guardians/caregivers who are concerned that their children may be at risk for suicide. It is available from Suicide Awareness Voices of Education (SAVE). See the SAVE Web page at <https://www.save.org/product/parents-as-partners/>
- **Sources of Strength:** <https://sourcesofstrength.org>
- **Know the Signs:** <http://www.suicideispreventable.org>
- **National Mental Health and Suicide Support Services:** The following are just a few places you can access listings for local mental health services in your area. Please call or visit their websites for details.
- **National Suicide Prevention Lifeline:** 1 (800) 273-TALK (800-273-8255)
- **Mental Health America (MHA):** www.mentalhealthamerica.net 1-800-969-6642
- **Mental Health Services Locator:** www.mentalhealth.samhsa.gov/databases
- **American Foundation for Suicide Prevention** www.afsp.org
- **American Association for Suicide Prevention** www.suicidology.org
- **Center for Disease Control & Prevention** www.cdc.gov/ViolencePrevention/suicide
- **Healthy Place -** www.healthyplace.com
- **Jed Foundation -** www.jedfoundation.org
- **National Federation of Families for Children's Mental Health** www.ffcmh.org
- **National Alliance on Mental Illness (NAMI)** www.nami.org 1-800-950-NAMI (6264)
- **The Trevor Lifeline -** www.thetrevorproject.org 1-866-488-7386

- **National Institute of Mental Health (NIMH)** - www.nimh.nih.gov
- **Strength of US-** www.strengthofus.org
- **Substance Abuse and Mental Health Services Administration (SAMHSA)**
www.samhsa.gov/prevention/suicide.aspx
- **Suicide Awareness Voices of Education (SAVE)** www.save.org
- **Suicide Prevention Action Network USA** - www.spanusa.org
- **Suicide Prevention Resource Center (SPRC)** - www.sprc.org

Book Resources for Parents: Mental Health and Resilience

- Beardslee, William. Out of the Darkened Room: When a Parent is Depressed: Protecting the Children and Strengthening the Family. 2002.
- Rapee, Ronald et al. Helping your anxious child: A step by step guide. 2000.
- Manassis, Katharina & Levac, Anne Marie. Helping your teenager beat depression: A problem-solving approach for families. 2004.
- Lezine, DeQuincy and Brent, David. Eight Stories Up: An Adolescent Chooses Hope over Suicide. 2008.
- Bourne, Edward. The Anxiety & Phobia Workbook. 2005.
- Riera, Michael. Uncommon Sense for Parents with Teenagers. 2004.
- Phelan, Thomas. Surviving Your Adolescents: How to Manage and Let Go of Your 13-18 year olds. 1998.
- Sachs, Brad. The Good Enough Child: How to Have an Imperfect Family and Be Totally Satisfied. 2001.
- Apter, Terri. The Confident Child: Raising Children to Believe in Themselves. 1997.
- Book Resources for Teens: Mental Health and Resilience
- Hipp, Earl. Fighting Invisible Tigers: A Stress Management Guide for Teens. 2008.
- Fox, Annie. Too Stressed to Think? A Teen Guide to Staying Sane When Life Makes You Crazy. 2005
- Seaward, Brian. Hot Stones and Funny Bones: Teens Helping Teens Cope with Stress and Anger. 2002.
- Espeland, Pamela. Life Lists for Teens: Tips, Steps, Hints, and How-To's for Growing Up, Getting Along, Learning, and Having Fun. 2003.
- Covey, Sean. The 7 Habits of Highly Effective Teens. 1998.
- Kay Redfield Jamison, *Night Falls Fast: Understanding Suicide*

- Andrew Slaby and Lili Frank Garfinkle, *No One Saw My Pain: Why Teens Kill Themselves*
- Beverly Cobain and Jean Larch, *Dying to Be Free: A Healing Guide for Families after a Suicide*
- Linda H. Kilburn, *Reaching Out After Suicide: What's Helpful and What's Not*
- Judith Herman, *Trauma and Recovery: The Aftermath of Violence—from Domestic Abuse to Political Terror*
- Laura Van Dernoot Lipsky and Connie Burk, *Trauma Stewardship: An Everyday Guide to Caring for Self While Caring for Others*
- Pema Chodron, *The Places that Scare You: A Guide to Fearlessness in Difficult Times*
- Pete Walker, *The Tao of fully feeling: Harvesting forgiveness out of blame.*
- Peter A. Levine, *Waking the Tiger: Healing Trauma*



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 Senior 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 Senior 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 Senior Director or his/her designee (“Senior 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 Senior Director may reject a vendor applicant or terminate vendor services for any reason. The Senior 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 Senior 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 Senior Director based on vendor representations and vetting by the Charter School or its service provider.
3. **Vendor Agreement:** Once the Senior 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 Senior Director or designee. The Senior 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 Senior 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 Charter School establishes a planning amount for students for educational items and services per full school year. 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 Senior 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 Senior 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 Senior 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 Senior 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 Senior 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. Homeschool Teachers and Senior Directors 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.

The following is a non-exhaustive list of prohibited items and services:

- 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 Senior 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 Senior 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.

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



Residency Policy

California law requires that certain residency requirements are established in order for a student to be enrolled in an independent study charter school for which average daily attendance may be claimed. California law requires that a student be a California resident and requires that the student is a resident of the county in which the apportionment claim is reported or of a county immediately adjacent to the county in which the apportionment claim is reported. [EC §§ 47612(b), 5147.3]

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

1. Define Residency
 2. Outline Residency for a Student on an Extended Vacation
 3. Establish the Location Materials Will Be Mailed To
 4. Outline the Procedures When a Student's Residency is in Question
 5. Outline the Parent/Guardian/Education Rights Holder's Right Regarding Determination of Nonresidency
 6. Outline the Procedures for Children of Military Families
 7. Outline the Procedures for Homeless Youth
-
1. **Definition of Residency:** A student has residency in the state and county of the residence of the parent/guardian with whom that student maintains his or her place of abode. Residence denotes any factual place of abode of some permanency that is more than a mere temporary sojourn. Owning a home in California or in a particular county does not qualify a student to attend Yosemite Valley Charter School, unless it can be shown that the student is also living in the home at least three days per week during the school year.
 2. **Residency for a Student on an Extended Vacation:** A student on an extended vacation lasting longer than four weeks, but less than six months, will not be deemed to have lost California residency.
 3. **The Location Material Will Be Mailed To:** All materials will be mailed to, and any in person services will be held at the address identified in the student's records in his/her proof of residence documentation, unless an alternative location is agreed upon by the teacher of record.
 4. **Student's Residency is in Question:** If there is reason to believe that a student's residency is in question, Yosemite Valley Charter School may investigate in order to determine authenticity of the home address. When it is determined that a student lives outside of California and/or an authorized county, Yosemite Valley Charter School will provide written notice of the determination of nonresidency within five days of Yosemite Valley Charter School's intention to disenroll the student.
 5. **Parent/Guardian/Education Rights Holder's Right Regarding Determination of nonresidency:** The notice shall contain an explanation of the parent/guardian/education rights holder's right to request a hearing adjudicated by a neutral officer within a reasonable

number of days at which the pupil 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 or an advocate to dispute the finding of nonresidency. If the parent/guardian/educational rights holder does not request a hearing within five days of receipt of the notice, the right to a hearing is waived and the student will be immediately disenrolled. If the student's parent, guardian or educational rights holder initiates the hearing, the student shall remain enrolled and shall not be disenrolled until Yosemite Valley Charter School issues a final decision.

6. Children of Military Families: Yosemite Valley Charter School will serve children of military families, as defined by Education Code section 49701, as follows:

1. Allow the student to continue his or her education in Yosemite Valley Charter School, regardless of change of residence of the military family during that school year, for the duration of the student's status as a child of a military family; or
2. For a student whose status changes due to the end of military service of his or her parent during a school year, comply with either of the following, as applicable:
 - a. If the student is enrolled in kindergarten or any of grades 1 to 8, inclusive, allow the student to continue his or her education in Yosemite Valley Charter School through the duration of that academic school year;
 - b. If the child is enrolled in high school, allow the student to continue his or her education in Yosemite Valley Charter School through the **duration of the current academic school year. The student is granted a six month transition period from the start of the next school year as they transition to the new school in their geographic area. For the purposes of providing special education services, Yosemite Valley adheres to all requirements outlined in the IEP and provides services for the duration of the current school year as well as at least 6 months in the next school year. .**

~~For purposes of providing special education services, Yosemite Valley Charter School will continue to provide special education services for children of military families as required by law.~~

~~Once Yosemite Valley Charter School is notified that a student is identified as a child of a military family, Yosemite Valley Charter School will require the parent/guardian submit the following documentation:~~

- ~~• Written proof of the transfer, including the time period for the transfer and location of the transfer~~
- ~~• A signed affidavit that states that the student is only enrolled in [School Name] and not in any other full-day educational program and that the student qualifies as a child of a military family as defined in Education Code section 49701.~~

~~For high school students, the aforementioned documentation will need to be resubmitted on an annual basis. Yosemite Valley Charter School reserves the right to re-verify all of the above at any time throughout the school year.~~

7. Homeless Youth: Yosemite Valley Charter School will be considered to be a pupil's school of origin for a homeless youth when the child attended Yosemite Valley Charter School when permanently housed or was last enrolled in Yosemite Valley Charter School before becoming homeless. Yosemite Valley Charter School will serve homeless youth, as defined below, whose residency has changed as follows:

1. Allow the student to continue his or her education in Yosemite Valley Charter School for the duration of homelessness.
2. If the pupil is no longer homeless before the end of the academic year, either of the following apply:
 - a. If the homeless youth is in high school, the Yosemite Valley Charter School shall allow the formerly homeless child to continue his or her education in the Yosemite Valley Charter School through graduation.
 - b. If the homeless youth is in kindergarten or any of grades 1 to 8, inclusive, the Yosemite Valley Charter School shall allow the formerly homeless youth to continue his or her education in Yosemite Valley Charter School through the duration of the academic year.

The term “homeless youth” or “homeless pupil” shall mean individuals who lack a fixed, regular, and adequate nighttime residence (within the meaning of 42 USC section 11302(a)(1)); and includes—

1. children and youths who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals;
2. children and youths who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings (within the meaning of section 42 USC section 11302(a)(2)(C));
3. children and youths who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and
4. migratory children (as such term is defined in 20 USC section 6399) who qualify as homeless for the purposes of this part because the children are living in circumstances described in clauses (i) through (iii).

8. Foster Youth: Yosemite Valley Charter School will be considered to be a pupil’s school of origin for a foster youth when the child attended the Yosemite Valley Charter School at the initial detention or placement, or any subsequent change in placement of a foster child for the duration of the jurisdiction of the court. Yosemite Valley Charter School will serve former foster youth, as defined below, whose residency has changed as follows:

1. If the jurisdiction of the court is terminated before the end of an academic year, the Yosemite Valley Charter School shall allow a former foster child who is in kindergarten or any of grades 1 to 8, inclusive, to continue his or her education in the school of origin through the duration of the academic school year.
2. If the jurisdiction of the court is terminated while a foster child is in high school, Yosemite Valley Charter School shall allow the former foster child to continue his or her education in Yosemite Valley Charter School through graduation.

The term “foster youth” means a child who has been removed from his or her home pursuant to Welfare and Institutions (“W&I”) Code section 309, is the subject of a petition filed under W&I Code sections 300 or 602 or has been removed from his or her home and is the subject of a petition filed under W&I Code sections 300 or 602.

9. Migratory Youth: Yosemite Valley Charter School will be considered to be a pupil’s school of origin for a migratory youth when the child attended the Yosemite Valley Charter School at the time the pupil’s status changed to a pupil who is a migratory youth. Yosemite Valley Charter School will serve migratory youth, as defined below, whose residency has changed as follows:

1. If the migratory youth is enrolled in kindergarten or any of grades 1 to 8, inclusive, allow the pupil to continue their education in Yosemite Valley Charter School through the duration of that academic school year.
2. If the migratory youth is enrolled in high school, allow the pupil to continue their education in Yosemite Valley Charter School through graduation.

The term “migratory youth” means a child who has moved with a parent, guardian or other person having custody, from one school to another, either within the State of California or from another state within the 12-month period immediately preceding his or her identification as such a child, in order that the child, a parent, guardian or other member of his or her immediate family might secure temporary or seasonal employment in an agricultural or fishing activity and whose parents or guardians have been informed of the child’s eligibility for migrant education services. “Migratory youth” includes a child who, without the parent or guardian, has continued to migrate annually to secure temporary or seasonal employment in an agricultural or fishing activity.



Enrollment Increase

Yosemite Valley Charter is requesting a board approval for an increase in enrollment for the 20-21 school year. The reasons the charter is requesting an increase in the planned enrollment number is because 1) It is projected that a large number of students will either drop or not complete their enrollment documents due to COVID-19 restrictions occurring in local school districts which will be changing throughout the school year, and 2) With an increased enrollment number, Yosemite Valley Charter will be able to meet the legally required pupil-teacher ratio more effectively as well as meet the 80%-40%, instructional/operational ratio as required by the California Office of Education.



Yosemite Valley Charter School Classified Calendar

2020-2021 School Calendar

July '20						
Su	M	Tu	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

5 Days

August '20						
Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

18 Days

September '20						
Su	M	Tu	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

21 IDs

October '20						
Su	M	Tu	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

22 Days

November '20						
Su	M	Tu	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

14 Days

December '20						
Su	M	Tu	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

11 Days

January '21						
Su	M	Tu	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

1sem 5 D; 2sem 14 D

February '21						
Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

18

March '21						
Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

20 Days

April '21						
Su	M	Tu	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

19 Days

May '21						
Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

20 Days

June '21						
Su	M	Tu	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

9 Days

School Closed/Holidays

Classified In-Service Day

School Closed/Holidays:

09/07/20: Labor Day
11/11/20: Veterans Day
11/20/20-11/27/20 Fall Break
11/26/20: Thanksgiving Day
12/16/20-01/01/21: Winter Break
12/24/20: Christmas Eve
12/25/20: Christmas Day
12/31/20: New Years Eve
01/01/21: New Years Day
01/18/21: Martin Luther King Jr. Day
02/15/21: Presidents' Day
02/22/21: Second Monday off in February
03/29/21-04/05/21: Spring Break
04/04/21: Easter Day
04/14/21: P2 we would like as many instructional days as possible before P2
05/31/21: Memorial Day

Key Dates & Metrix

1st Day of School Tuesday, August 18
Last Day of 1st Semester Friday, January 8, 2021
83 instructional days 1st semester
1st Day Second Semester Monday, January 11
142 Instruction Days through April 14 (P2)
Last day of school Friday, June 4
95 instruction days 2nd semester
178 instruction days
195 work days for teachers
214 work days for Classified staff

MEMORANDUM OF UNDERSTANDING

BETWEEN WESTSIDE SCHOOL WESTSIDE ELEMENTARY SCHOOL DISTRICT AND YOSEMITE VALLEY CHARTER SCHOOL

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

RECITALS:

- A. The Westside Elementary School District is a school existing under the laws of the State of California
- B. The Yosemite Valley Charter School in cooperation with members of the community have developed and submitted a petition to establish a Yosemite Valley Charter school which is referred to as the Yosemite Valley Charter School - Central.
- C. The state of California has enacted the Charter Schools Act of 1992 (the "Act"), [Education Code 47600. et seq.] which authorizes the formation of Yosemite Valley Charter schools for the purpose, among others, of developing new, innovative and more flexible ways of educating children within the public school system. Neither the Yosemite Valley Charter School nor the Westside Elementary School District intends by entering into this Agreement to waive any of the rights, responsibilities, and privileges established by the Act.
- D. This Agreement is intended to outline the parties' agreements governing their respective fiscal and administrative responsibilities and their legal relationship and other matters of mutual interest not otherwise addressed or resolved in the terms of the Yosemite Valley Charter.
- E. The Westside Elementary School District desires to work together with the Yosemite Valley Charter School in a cooperative effort to structure a successful school that provides maximum educational benefit to the students, as well as to assist the Yosemite Valley Charter School with the State mandated testing program. It is the desire of both the Westside Elementary School District and the Yosemite Valley Charter School that the Yosemite Valley Charter School remain accountable to the Westside Elementary School District and subject to the ultimate authority of the Board of Trustees as required by state law and further outlined herein, but that the Westside Elementary School District should grant the Yosemite Valley Charter School substantial flexibility to achieve successful results in new and innovative ways.
- F. The Yosemite Valley Charter School is open to all students and will not discriminate against any pupil on the basis of the characteristics listed in Section 220 (actual or perceived disability, gender, nationality, race or ethnicity, religion, sexual orientation, or

any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code or association with an individual who has any of the aforementioned characteristics).

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

AGREEMENTS:

I. TERMS AND RENEWAL

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

Valley Charter for renewal at any time during the term of the Yosemite Valley Charter but no later than 120 days prior to expiration.

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

II. DESIGNATION OF SCHOOL

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

III. PROGRAMMATIC AUDIT

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

IV. FUNDING

- A. To the extent that the Yosemite Valley Charter School is required to submit records or information to the Westside Elementary School District or to the Fresno County Office of Education in order to confirm funding, those records must be prepared by the Yosemite Valley Charter School as per state requirements.

- B. In addition to the block grant funding specified below, the parties recognize the authority of the Yosemite Valley Charter School to pursue additional sources of funding.
1. When the Westside Elementary School District applies for additional sources of funding in the form of grants and/or categorical funding at the request of and for the benefits of the Yosemite Valley Charter School, the Westside Elementary School District will receive 1% of such funds to be allocated to the Yosemite Valley Charter School as an indirect charge or as otherwise mandated by the grant or funding program. Funds shall be allocated to the Yosemite Valley Charter School on a prorated basis related to the formula that generates the funds. For example, if funds are generated on a per eligible student basis minus the administration fee (indirect charge fee) charged by the District.
 2. In addition to the supervisory oversight responsibilities and the oversight fee described below, the Westside Elementary School District shall also provide the Yosemite Valley Charter School with the following services and Yosemite Valley Charter School shall compensate the Westside Elementary School District as follows:

Description of Service	Description of How Fee Shall Be Calculated
STRS, Reporting (if applicable)	Actual Costs (Education Code Section 47611.3)
Use of the Mobile Lending Library Service, use of on-line reference materials, and use of other curriculum and equipment as set forth in an agreement to be negotiated between the parties. In-service training for the Yosemite Valley Charter School staff in the same manner as provided to staff of the Westside Elementary School District (e.g. sexual harassment training, curriculum development, student discipline, etc.) Upon request the Westside Elementary School District Superintendent or designees shall also act as a consultant to the Yosemite Valley Charter	1.5% of the revenue of the Yosemite Valley Charter school. For this purpose revenue is defined as the general purpose entitlement as defined in subdivisions (a) and (b) of Section 47632. The timing of payment for these services will be agreed upon by both parties by written agreement to be incorporated herein.

School in matters related to the operation of the Yosemite Valley Charter School. At the discretion of the Superintendent, the Superintendent may seek advice of legal counsel and other consultants in providing direction to the Yosemite Valley Charter School. The Westside Elementary School District shall also monitor Yosemite Valley Charter School staff fingerprinting and background clearances; TB testing requirements, and staff credentialing requirements. At the discretion of the Superintendent, use of Westside Elementary School classrooms after hours during the year for training and staff professional development.	
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3. The Yosemite Valley Charter School shall retain the authority to contract with third parties for any services required to operate the Yosemite Valley Charter in the accordance with the law, this MOU, and the approved Yosemite Valley Charter.
4. Additional services may be contracted by the Yosemite Valley Charter School from the Westside Elementary School District if available pursuant to a separate written agreement between the Parties.
5. The Yosemite Valley Charter School shall cooperate fully with the Westside Elementary School District in applications made by the Westside Elementary School District on behalf of the students of the Yosemite Valley Charter School.
6. The Yosemite Valley Charter School agrees to comply with all regulations related to expenditures and receipt of such funds.
7. The parties agree that the funding entitlement per student attending the Yosemite Valley Charter School shall be the in-lieu property taxes on an annual basis plus state aid in the amount of the block grant entitlement specified by the State. The transfer of revenue shall be in accordance with the funding formula and schedule found in the Education Code and regulatory provisions of AB1115.

8. The Yosemite Valley Charter School is also entitled to lottery funds, a variety of state and federal application-based programs, as well as various grant opportunities. Except as otherwise noted in this agreement it shall be the responsibility of the Yosemite Valley Charter School to apply as necessary for this funding that is beyond the basic statutory entitlement.
- C. Revenue Transfers: Actual receipt of revenue to the Yosemite Valley Charter School from in lieu property taxes shall be in accordance with Education Code Section 47635.
 - D. The Yosemite Valley Charter School agrees that all revenue obtained from the Westside Elementary School District shall only be used for the provision of educational services for school-age children enrolled in and attending the Yosemite Valley Charter School or for items allowed by California state law.

V. LEGAL RELATIONSHIP

- A. The Parties recognize that the Yosemite Valley Charter School is part of a separate incorporated legal entity. Therefore, under Education Code Section 47604, the Westside Elementary School District shall not be liable for the debts and obligations of the Yosemite Valley Charter School or for claims arising from the performance of acts, errors, or omissions by the Yosemite Valley Charter School if the Westside Elementary School District has complied with all oversight responsibilities required by law, including, but not limited to, those required by Section 47604.32 and subdivision (m) of Section 47605.
- B. The Yosemite Valley Charter School is operating as a non-profit public benefit corporation. The Yosemite Valley Charter School adopted bylaws and became fully organized on 09/01/2016.
- C. The Parties agree and understand that all employees of the Yosemite Valley Charter School shall be employees of the Yosemite Valley Charter School and that it shall be the exclusive public school employer for the purposes of collective bargaining as provided in Education Code Section 47605(b)(5)(0).
- D. With respect to its operations under this Agreement, the Yosemite Valley Charter School shall, to the fullest extent permitted by law, hold harmless, indemnify, and defend the District, its officers, directors and employees from and against any and all claims, demands, actions, suits, losses arising out of injury to any person,

including death or damage to any property caused by, connected with, or attributable to the willful misconduct, negligent acts, errors or omissions of the Yosemite Valley Charter School or its officers, employees, agents and consultants under this Agreement, excepting only those claims, demands, citations suits, losses, liability expenses and costs caused by the sole negligence or willful misconduct of the District, its officers, directors and employees. The Westside Elementary School District shall be named as an additional insured under all insurance carried on behalf of Yosemite Valley Charter School.

- E. With respect to its operations under this Agreement, the Westside Elementary School District shall, to the fullest extent permitted by law, hold harmless, indemnify, and defend the Yosemite Valley Charter School, its officers, directors and employees from and against any and all claims, demands, actions, suits, losses arising out of injury to any person, including death or damage to any property caused by, connected with, or attributable to the willful misconduct, negligent acts, errors or omissions of the Westside Elementary School District or its officers, employees, agents and consultants under this Agreement, excepting only those claims, demands, citations suits, losses, liability expenses and costs caused by the sole negligence or willful misconduct of the Yosemite Valley Charter School, its officers, directors and employees.
- F. Any complaints/concerns received by the Westside Elementary School District about any aspect of the operation of the Yosemite Valley Charter School or about the Yosemite Valley Charter School shall be forwarded by the Westside Elementary School District to the Yosemite Valley Charter School in a timely manner.
- G. As under Education Code Section 47604(b), the Westside Elementary School District Board is entitled to a single representative on the Yosemite Valley Charter School's board.

VI. FISCAL RELATIONSHIPS

- A. The Westside Elementary School District and the Yosemite Valley Charter School agree that the Westside Elementary School District shall not act as fiscal agent for the Yosemite Valley Charter School. It is understood that Yosemite Valley Charter School shall be responsible for all fiscal services such as payroll, purchase orders, attendance reporting and state budget forms but may contract with the Westside Elementary School District for services by way of a separate

written agreement. The provision of such services shall be at no cost to the District.

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

be the sole responsibility of the Yosemite Valley Charter School, and Westside Elementary School District shall have no obligation for repayment.

- F. CASH FLOW: Absent an agreement otherwise, the Westside Elementary School District shall not advance any funds to the Yosemite Valley Charter School. In addition, the Westside Elementary School District shall not act or provide a line of credit for the Yosemite Valley Charter School. The Yosemite Valley Charter School may use outside financial institutions that provide cash flow assistance to Yosemite Valley Charter schools provided the Yosemite Valley Charter School Board approves such transactions.
- G. RESERVES: The Yosemite Valley Charter School shall seek to maintain a minimum of 3% in reserves of total expenditures of both the restricted and unrestricted general funds for the year. Lack of such reserves, however, shall not constitute fiscal mismanagement or failure to comply with generally accepted accounting principles as used in Education Code Section 47607 or by itself make the Yosemite Valley Charter School not fiscally viable; however, the Yosemite Valley Charter School Board will develop a plan to replenish reserves as soon as reasonably possible.
- H. SERVICES: To the extent that the Yosemite Valley Charter School wishes to contract with the Westside Elementary School District for any services, a prior written contract with the Westside Elementary School District shall be required.
- I. PRIVATE I GRANT FUNDING: It is recognized that either party may apply for private/grant funding. Any application that includes the other shall be approved in advance by both parties.

VII. FISCAL CONTROLS

- A. Policies and Procedures: The Yosemite Valley Charter School shall adopt and meet generally accepted accounting principles and shall adopt policies to ensure the Yosemite Valley Charter School's funds are used to most effectively support the Yosemite Valley Charter School's mission and to ensure that funds are budgeted, accounted for, expended and maintained in an appropriate fashion.
- B. Independent Audit: The Yosemite Valley Charter School shall retain an independent auditor from the list of education auditors published by the California State Controller to conduct an annual independent audit, in accordance with Education Code Section 47605(m). If the Westside Elementary School District

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

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

accounting practices will be in conformance with the Yosemite Valley Charter School Act and the California Code of Regulations sections defining Yosemite Valley Charter school average daily attendance.

- G. Annual Financial Audit. As described above, the Yosemite Valley Charter School shall annually contract for the services of an independent certified public accountant to perform an annual fiscal audit. The audit shall be in accordance with the K12 Audit Guide as applicable to Yosemite Valley Charter schools and published by the State Controller to include, but not be limited to, (1) an audit of the accuracy of the School's financial statements, (2) an audit of the School's attendance accounting and revenue claims, practices, and (3) an audit of the school's internal control practices. The audit shall be completed by Dec 15th (per State requirements) and its results shall be reviewed and forwarded to all parties required by Education Code Section 47605(m).
- H. Directors and Officers Liability Insurance: The Directors and Officers Liability Insurance, including Employment Practices Liability insurance, shall be obtained and kept in force at all times with a self-insured retention of no more than \$50,000 per occurrence and a limit of no less than \$100,000 per occurrence.

VIII. SPECIAL EDUCATION SERVICES/504

- A. The Yosemite Valley Charter School is committed to promptly becoming an LEA and joining a special education local plan area ("SELPA") in accordance with Education Code Section 47641 (a).
 - 1. IDEA. The Yosemite Valley Charter School shall be responsible for compliance with the Individuals with Disabilities in Education Act ("IDEA") and State special education laws, in regard to both the provision and financing of placement and services for students enrolled at the Yosemite Valley Charter School.
 - 2. Program, Policies and Procedures. Yosemite Valley Charter School shall develop, adopt, and comply with policies and procedures, satisfactory to the District, regarding the identification, assessment, placement and provision of services to students with disabilities. The Yosemite Valley Charter School's program, policies and procedures shall comply with El Dorado County Yosemite Valley Charter SELPA policies and all applicable State and federal laws.

3. FAPE. Yosemite Valley Charter School shall ensure that a free appropriate public education (“FAPE”) will be provided for all children with disabilities eligible for special education under the IDEA and enrolled in Yosemite Valley Charter School, in accordance with State and federal legal mandates. The Yosemite Valley Charter School will ensure that an individual education program (“IEP”) is developed for each student enrolled in the Yosemite Valley Charter school and eligible therefore, in accordance with State and federal legal mandates and SELPA policies. A full continuum of special education programs and related services shall be provided by Yosemite Valley Charter School as required by State and federal law and students'; respective IEPs.
4. Expertise and Responsibility of Yosemite Valley Charter School. Yosemite Valley Charter School shall employ credentialed employees or contract with qualified third-party service providers who shall be familiar with and accept responsibility for, and provide services for:
 - (i) Child Find;
 - (ii) Interim Programs;
 - (iii) Referral;
 - (iv) Assessment;
 - (v) Placement
 - (vi) Special Education Instruction;
 - (vii) Related Services;
 - (viii) Due process;
 - (ix) Discipline/manifestation determination;
 - (x) Transportation for Yosemite Valley Charter School students to the extent required by their IEPs.
5. Costs. The Yosemite Valley Charter School shall be fully responsible for the costs of providing legally appropriate special education and related services to Yosemite Valley Charter School students. These costs include, but are not limited to, assessment, IEP meetings, placement, and related services.
6. Coordination with District. The Yosemite Valley Charter School agrees to cooperate with Westside Elementary School District and SELPA staff in ensuring that students with disabilities enrolled at the Yosemite Valley Charter School are served in accordance with the SELPA Local Plan. Yosemite Valley Charter School shall submit to the Westside Elementary

School District all required reports in order to comply with the SELPA and State requirements.

7. Yosemite Valley Charter School, in cooperation with the District, shall document that all State and federal special education funds are used for the sole purpose of providing special education instruction and/or services to identified students with disabilities.
8. Upon request by the District, Yosemite Valley Charter School shall provide the Westside Elementary School District with any required reports concerning special education students, including annual and tri-annual IEP meeting notices, IEPs, evaluation plans and assessment reports, discipline data, alternative assessment and other reports.
9. Yosemite Valley Charter School shall bear all financial responsibility and shall procure and provide its own legal representation for such due process proceeding and / or complaints. If named as a party, the Westside Elementary School District shall have the right to provide its own legal defense and / or representation, with counsel of the Westside Elementary School District choosing the cost of such shall be borne initially by the District, but the Westside Elementary School District will be entitled to reimbursement by the Yosemite Valley Charter School of all costs and fees in accordance with the indemnification provision described herein in paragraph VIII.I.17.
10. The Parties agree that the Yosemite Valley Charter School shall not place a student in a program of the District, and the Westside Elementary School District shall not place a student in the Yosemite Valley Charter School, through the IEP process without the prior involvement and written consent of the other party.
11. The Yosemite Valley Charter School acknowledges that unless otherwise required by law, under the IDEA, a child shall not be determined to be a child with a disability eligible for Special Education if the determinant factor for such determination is: (a) lack of appropriate instruction in reading, including in the essential components of reading instruction as referenced in the IDEA; (b) lack of instruction in math; or (c) limited English proficiency. (20 U.S.C. § 1414, subd. (b)(5)(A-C).)

12. The Yosemite Valley Charter School agrees to implement a process to monitor and guide referrals of general education students for Special Education assessment and services. The Yosemite Valley Charter School agrees to implement an SST process, a regular education function that may include collaboration with special education supports and services, to monitor and guide referrals of general education students for Special Education assessment and services. The Yosemite Valley Charter School agrees that the process and any interventions prior to referrals for Special Education services shall be the sole responsibility of the Yosemite Valley Charter School.
13. The Yosemite Valley Charter School will ensure that its student discipline procedures for suspension and expulsion of students with disabilities are in full compliance with State and Federal law and the Yosemite Valley Charter School shall be solely responsible for such compliance.
14. The Yosemite Valley Charter School will ensure that it receives a written revocation of consent from an eligible Yosemite Valley Charter School student's parent or guardian if, at any time subsequent to the initial provision of special education and related services to the student, the parent or guardian of that student wishes to withdraw their child from special education. Such revocation of consent for the continued provision of special education and related services must be in writing.
15. The Yosemite Valley Charter School shall not discriminate against students with disabilities and no student shall be denied admission due to their disability. Special education services will be offered at the Yosemite Valley Charter School or elsewhere based upon each student's IEP with due consideration of provision of such services in the least restrictive environment. The Yosemite Valley Charter School *will* establish, as part of its enrollment process, a practice of fully informing parents/guardians about the nature of the educational program offered at the Yosemite Valley Charter School. Prior to enrolling a student with an IEP, the Yosemite Valley Charter School will review with the student's parent/guardian the student's IEP and how the Yosemite Valley Charter School might be able to provide the educational and related services described in the IEP. The Yosemite Valley Charter School shall not deny enrollment to any student on the basis of the availability of special education and related services at the Yosemite Valley Charter School.

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

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

1. Pursuant to Education Code section 47641, subdivision (a), the Yosemite Valley Charter School is deemed an independent LEA and member of a SELPA for purposes of compliance with federal and state special education laws. Accordingly, the Yosemite Valley Charter School shall be solely responsible for all aspects of compliance with State and Federal special education laws, including but not limited to the Individuals with

Disabilities Education Improvement Act, (“IDEA”) 20 U.S.C. §§ 1400 et seq., and implementing regulations and Education Code §§ 56000 et seq. and implementing regulations. The Yosemite Valley Charter School shall be solely responsible for all aspects of its special education program, including but not limited to child find, referral and identification of eligible students with disabilities, provision of appropriate placements and related services to eligible students, compliance with all procedural requirements and protections available to eligible students pursuant to Federal and State law, and management of special education funding and personnel. The Westside Elementary School District shall not have any responsibility to provide special education services and/or funding to the students of the Yosemite Valley Charter School and shall be indemnified by the Yosemite Valley Charter School.

2. The Yosemite Valley Charter School will adhere to the provisions of the IDEA and State special education laws to assure that all students with disabilities are provided a free, appropriate public education. The Yosemite Valley Charter School will also ensure that it does not discriminate based on disability in the enrollment of students in the Yosemite Valley Charter School.
3. The Yosemite Valley Charter School will develop, maintain, and review assessments and IEPs in the format required by the SELPA and will maintain special education records in accordance with mandatory interim pupil record maintenance requirements. The Yosemite Valley Charter School will develop Individual Transition Plans to help students with disabilities, ages 14 and older, in transitioning to adult living.
4. The Yosemite Valley Charter School will comply with all forms, policies and procedures of the SELPA. The Yosemite Valley Charter School will operate its special education program under the SELPA's oversight and management.
5. In the event that the Yosemite Valley Charter School loses its status as an independent LEA member of the SELPA for any reason, the Yosemite Valley Charter School shall be deemed to have materially violated the terms and conditions of its Yosemite Valley Charter within the meaning of Education Code section 47607(c) (1). In such case, the Westside Elementary School District may revoke the Yosemite Valley Charter.

6. In the event the Yosemite Valley Charter School is unable to provide an appropriate placement or services for an eligible student with special needs, the Yosemite Valley Charter School will contact its SELPA to discuss placement and service alternatives. Yosemite Valley Charter School IEP teams will ensure participation of Westside Elementary School District special education representatives at an IEP team meeting for any student who resides within the Westside Elementary School District boundaries whenever it is anticipated that special education programs outside the Yosemite Valley Charter School, including but not limited to placement at a Westside Elementary School District school or at a non-public or private school, will be considered, the Yosemite Valley Charter School will be fully and solely responsible for the quality of the program and for any and all costs incurred for such a placement. The Yosemite Valley Charter School will also maintain responsibility for monitoring progress toward IEP goals for the student with special needs.
7. The Yosemite Valley Charter School will ensure that its student discipline procedures for suspension and expulsion of students with disabilities are in full compliance with State and Federal law and the Yosemite Valley Charter School shall be solely responsible for such compliance. The Yosemite Valley Charter School shall notify its SELPA Director in writing whenever the Yosemite Valley Charter School intends to recommend for expulsion a student currently receiving special education, or for whom the Yosemite Valley Charter School has a basis of knowledge may be eligible for special education. The Yosemite Valley Charter School shall comply and cooperate with directions from the SELPA for considering any disciplinary action against such student. The Yosemite Valley Charter School shall notify the SELPA in writing of all suspensions of students eligible for special education. The Yosemite Valley Charter School shall notify the District's Director of Special Education whenever it is considering suspension or expulsion of a special education student who resides within Westside Elementary School District boundaries.

C. Section 504 of the Rehabilitation Act of 1973

1. The Yosemite Valley Charter School shall be solely responsible for its compliance within Section 504 of the Rehabilitation Act of 1973 ("Section 504"). The Yosemite Valley Charter School recognizes its sole legal responsibility to ensure that no qualified person with a disability shall, on

the basis of the disability, be excluded from participation, be denied the benefits of, or otherwise be subjected to discrimination under any program of the Yosemite Valley Charter School. Any student who has an objectively identified disability which substantially limits a major life activity such as learning is eligible for accommodation by the Yosemite Valley Charter School.

2. The Yosemite Valley Charter School shall adopt a Section 504 policy, procedure, and forms.
3. By September 1 of each year, the Yosemite Valley Charter School shall designate a Yosemite Valley Charter School employee responsible for Section 504 compliance and notify the District's Director of Pupil Services in writing of the responsible individual.
4. In the case of pending student discipline of an eligible student who receives Section 504 accommodations, the Yosemite Valley Charter School will ensure that its student discipline procedures for suspension and expulsion of students with disabilities are in full compliance with State and Federal law and the Yosemite Valley Charter School shall be solely responsible for such compliance.

IX. HUMAN RESOURCES MANAGEMENT

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

- A. The Yosemite Valley Charter School will conform to the laws regarding background checks and fingerprinting and credentialing. The Yosemite Valley Charter School will comply with State and Federal Laws concerning the hiring teachers that will provide direct instruction.
- B. If the Yosemite Valley Charter School decides to offer existing or new employees of the Yosemite Valley Charter School the opportunity to participate in STRS, the Yosemite Valley Charter School shall be responsible for making these arrangements through the County Office of Education, CDE, or Westside Elementary School District as applicable. Pursuant to Education Code Section 47611.3, the Westside Elementary School District or County as applicable shall

create any reports necessary required by STRS and submit such reports on behalf of the Yosemite Valley Charter School. The Yosemite Valley Charter School shall reimburse the applicable entity for the actual costs of creating and submitting such reports.

X. FACILITIES

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

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

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

term of the Yosemite Valley Charter (i.e. GATE programs) to meet such students'; needs. Both parties agree that new educational programs or offerings designed to meet the changing academic needs are not a material change to the Yosemite Valley Charter and are required to serve students. Furthermore, changes to the content or delivery of educational programs described in the Yosemite Valley Charter in order to meet the needs of students shall not constitute a material violation of the conditions standards, or procedures set forth in the Yosemite Valley Charter. In determining whether the Yosemite Valley Charter is meeting the educational needs of students, internal STAR 360, API scores, and other progress Indicators, shall carry the largest weight. Additionally, the schools state testing performance in comparison with similar schools serving similar populations shall carry the largest weight in determining whether the school is meeting the terms of Yosemite Valley Charter with regards to educational achievement.

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

XII. SPECIAL PROGRAM/SERVICES

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

XIII. YOSEMITE VALLEY CHARTER SCHOOL POLICIES AND PROCEDURES

- A. The Yosemite Valley Charter School shall maintain a blood borne pathogen exposure plan, a prescription medication plan, a site security plan, all personnel and mandated reporting requirements and a disaster preparedness plan. Such information shall be provided in all staff desks at each site and provided to the Westside Elementary School District when revised.

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

XIV. STUDENT RECORDS

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

XV. ENROLLMENT

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

XVI. BROWN ACT I PUBLIC RECORDS ACT

The Yosemite Valley Charter School shall fully conform to the Brown Act. The Brown Act requires school boards to conduct their business in pre- announced and agenized open session meetings, unless specific conditions exist that justify the meeting of a board in closed session. In addition, the Yosemite Valley Charter School understands and agrees that all of its records that

relate in any way to the operation of the Yosemite Valley Charter School are public records subject to the requirements of the Public Records Act (Government Code section 6250 et seq.) as well as Education Code Section 47604.3.

XVII. LEGAL SERVICES/OTHER SERVICES

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

XVIII. OVERSIGHT

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

XIX. INDEPENDENT CONTRACTOR

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

XX. SEVERABILITY

- A. If any provision or any part of this Agreement is for any reason held to be invalid and/or unenforceable or contrary to public policy, law or statute and/or ordinance,

the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable. Where there is a conflict between the Yosemite Valley Charter and this MOU, this MOU will control.

XXI. DISPUTE RESOLUTION

- A. Disputes between the Yosemite Valley Charter School and the Westside Elementary School District regarding the alleged violation, misinterpretation, or misapplication of this Agreement shall be resolved using the dispute resolution process identified below.
- B. The party initiating the dispute resolution process shall prepare and send to the other party a notice of dispute that shall include the following information: (1) the name, addresses and phone numbers of designated representatives of the party; (2) a statement of the facts of the dispute, including information regarding the parties. Attempt to resolve the dispute; (3) the specific sections of the Yosemite Valley Charter or memorandum of understanding that are in dispute; and (4) the specific resolution sought by the party. Within five days from receipt of the notice of dispute the representatives from the Yosemite Valley Charter School shall meet with representatives from the Westside Elementary School District in an informal setting to try to resolve the dispute.
- C. If the informal meeting fails to resolve the dispute, within thirty (30) days, the party initiating the dispute resolution process shall notify the other party (the responding party) in writing that it intends to proceed to mediation of the dispute and shall meet to agree upon a mediator. If an agreement is reached, the agreement shall be reduced to writing and shall be signed by the Westside Elementary School District and the Yosemite Valley Charter School. All mediation costs shall be shared equally by the Yosemite Valley Charter School and the District. All timelines and procedures in this dispute resolution process may be revised pursuant to a written agreement between both Parties. The Westside Elementary School District reserves the right to take any action it deems appropriate and the Yosemite Valley Charter Schools reserves the right to seek legal redress for any such actions under the law. In addition, the Westside Elementary School District is not required to be referred to mediation in those cases where the Westside Elementary School District determines in writing the violation constitutes a severe and imminent threat to the health and safety of the Yosemite Valley Charter Schools' students.

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

XXII. INSURANCE

- A. The Yosemite Valley Charter School Board shall ensure that the Yosemite Valley Charter School retains appropriate property and liability insurance coverage. Liability insurance shall be no less than \$55,000,000 per occurrence with the School's enrollment in Excess Liability-SELF. The Westside Elementary School District shall be named as additional insured on this policy. A copy of all required insurance policies evidencing the Westside Elementary School District named as an additional insured shall be provided to the Westside Elementary School District within two weeks of the effective date of this MOU.
- B. The Directors and Officers Liability Insurance, including Employment Practices Liability Insurance, shall be obtained and kept in force at all times with a self-insured retention of no more than \$1,000,000 per occurrence and a limit of no less than \$500,000 per occurrence.
- C. The Yosemite Valley Charter School shall develop and maintain other fiscal control policies as recommended by independent certified public accountants retained by the Yosemite Valley Charter School to advise it on fiscal control policy matters.
- D. The Yosemite Valley Charter School will maintain, at its own expense, its own policies of comprehensive liability, and property damage and workers compensation coverage for the operation of the Yosemite Valley Charter School. Additional insurance may also be obtained as required by law.

XXIII. NOTIFICATION

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

To the Westside Elementary School District at:
19191 Excelsior Ave.
Five Points, CA 93624

To the Yosemite Valley Charter School at:
1740 Huntington Drive, Suite #205

Duarte, CA 91010

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

DATE: _____
Laurie Goodman, Exectuive Director

Inspire Yosemite Valley Charter School - Central

DATE: _____
Baldo Hernandez, Superintendent

Westside School District

SECOND~~FIRST~~ AMENDED BYLAWS

OF

YOSEMITE VALLEY CHARTER SCHOOL

a California Nonprofit Public Benefit Corporation

**ARTICLE I
OFFICES**

Section 1. PRINCIPAL OFFICE. The board of directors shall fix the location of the principal executive office of the corporation at any place within or outside the State of California. If the principal executive office is located outside the State of California, and the corporation has one or more offices in the State of California, the board of directors shall likewise fix and designate a principal office in the State of California.

Section 2. OTHER OFFICES. The corporation may also establish offices at such other places, both within and outside the State of California, as the board of directors may from time to time determine or the activities of the corporation may require.

**ARTICLE II
OBJECTIVES AND PURPOSES**

The specific objectives and purposes of this corporation shall be to operate one or more California public charter schools.

**ARTICLE III
NONPARTISAN ACTIVITIES**

The corporation has been formed under the California Nonprofit Public Benefit Corporation Law (the "Law") for the public, nonprofit, nonpartisan, and charitable purposes described in its articles of incorporation. Notwithstanding any other provision in these bylaws, this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes of this corporation, and the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended ("IRC"), or (b) by a corporation contributions to which are deductible under IRC Section 170(c)(2).

**ARTICLE IV
DEDICATION OF ASSETS**

The properties and assets of this corporation are irrevocably dedicated to the charitable purposes described in Article III above and in the articles of incorporation of this corporation. No

part of the net earnings, properties, or assets of this corporation, on dissolution or otherwise, shall inure to the benefit of its directors or officers, or to any individual. On liquidation or dissolution of this corporation, all remaining assets of this corporation, after payment, or provision for payment, of all debts and liabilities of this corporation, shall be distributed and paid over to an organization dedicated to charitable purposes that is exempt from federal income tax under IRC Section 501(c)(3) and that is exempt from California income tax under Section 23701d of the California Revenue and Taxation Code.

ARTICLE V NO MEMBERS

Section 1. NO MEMBERS. The corporation shall have no members within the meaning of Section 5056 of the California Nonprofit Public Benefit Corporation Law.

Section 2. AUTHORITY VESTED IN BOARD. Any action that otherwise requires approval by a majority of all members, or approval by the members, requires only approval of the Board. All rights that would otherwise vest under the Nonprofit Public Benefit Corporation Law in the members shall vest in the Board.

Section 3. ASSOCIATES. The corporation may use the term “members” to refer to persons associated with it, but such persons shall not be corporate members within the meaning of Section 5056 of the California Nonprofit Public Benefit Corporation Law.

ARTICLE VI DIRECTORS

Section 1. POWERS. Subject to the provisions of the Law and any limitations in the articles of incorporation and these bylaws, the activities and affairs of the corporation shall be managed and all corporate powers shall be exercised by or under the direction of the board of directors. Without prejudice to such general powers, but subject to the same limitations, it is hereby expressly declared that the board of directors shall have the following powers in addition to the other powers enumerated in these bylaws:

(a) To select and remove all of the other officers, agents, and employees of the corporation; prescribe any powers and duties for them that are consistent with law, with the articles of incorporation, and with these bylaws; fix their compensation; and require from them security for faithful service.

(b) To conduct, manage, and control the affairs and activities of the corporation and to make such rules and regulations that are consistent with law, the articles of incorporation, and these bylaws, as they deem to be appropriate and in the best interests of the corporation.

(c) To adopt, make, and use a corporate seal; and to alter the form of such seal.

(d) To borrow money and to incur indebtedness on behalf of the corporation, and to cause to be executed and delivered for the purposes of the corporation, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, or other evidences of debt and securities.

(e) To change the principal executive office or the principal office in the State of California from one location to another; to cause the corporation to be qualified to conduct its activities in any other state, territory, dependency, or country and conduct its activities within or outside the State of California; and to designate any place within or outside the State of California for the holding of any board of directors meeting or meetings.

(f) To make donations for the public welfare or for community funds, hospital, charitable, educational, scientific, civic, religious, or similar purposes.

(g) To act as a trustee under any trust incidental to the principal objects of the corporation, and to receive, to hold, to administer, to exchange, and to expend funds and property subject to such trust.

(h) To receive endowments, devises, bequests, gifts, and donations of all kinds of property for its own use, or in trust, in order to carry out or to assist in carrying out, the objects and purposes of the corporation and to do all things and acts necessary or proper to carry out each and all of the purposes and provisions of such endowments, devises, bequests, gifts, and donations with full power to mortgage, sell, lease, or otherwise to deal with or dispose of the same in accordance with the terms thereof.

(i) To sell any property, real, personal, or mixed, owned by the corporation at any time, and from time to time upon such terms as the board of directors may deem advisable, at public or private sale, for cash or upon credit.

(j) To retain sums received by the corporation uninvested, if, in the discretion of the board of trustees, such sums cannot be invested advantageously.

(k) To retain all or any part of any securities or property acquired by the corporation in whatever manner, and to invest and reinvest any funds held by the corporation, according to the judgment of the board of directors without being restricted to the class of investments that the board of directors is or may hereafter be permitted by law to make or any similar restriction; provided, however, that no action shall be taken by or on behalf of the corporation if such action is a prohibited transaction or would result in the denial of the tax exemption under IRC Section 501 or Section 23701 of the California Revenue and Taxation Code.

(l) To invest funds received by the corporation in stocks, bonds, mortgages, loans, whether secured or unsecured, or other investments as the board of directors shall deem advisable.

Section 2. NUMBER AND QUALIFICATION. The authorized number of directors shall be no less than three (3) and no more than ~~five~~ ~~eleven~~ (511), unless changed by amendments to these bylaws, with the actual number to be determined from time to time by a resolution or motion of the board. Directors shall be elected by a vote of a majority of directors then in office. The board of directors shall consist of at least three (3) directors unless changed by an amendment to these bylaws.

Section 3. RESTRICTION ON INTERESTED PERSONS AS DIRECTORS. In accordance with the California Corporations Code, n~~No~~ more than 49 percent of the persons serving on the board of directors may be “interested persons” (as defined in this Section 3). An “interested person” is (a) any person compensated by the corporation for services rendered to it within the previous 12 months, whether as a full- or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation, if any, paid to a director as director; or (b) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of any such person. Spouses of staff are ineligible to serve as a member of the board of directors to avoid any conflicts of interest under Government Code section 1090. The board of directors and designated staff members are required to follow the recusal processes identified in the Government Code sections 1091 and 1091.5, and the Political Reform Act (Government Code sections 87100, et seq.).

Section 4. TERM OF OFFICE; EVENTS CAUSING VACANCIES ON BOARD. Each director shall hold office for ~~two~~ ~~one~~ (21) years, which terms shall be staggered. A director may serve multiple terms of service. A vacancy or vacancies on the board of directors shall occur in the event of (a) the death, resignation, or removal of any director; (b) the declaration by resolution of the board of directors of a vacancy in the office of a director who has been convicted of a felony, declared of unsound mind by a court order, or found by final order or judgment of any court to have breached a duty under the Law, Chapter 2, Article 3; and (c) the increase of the authorized number of directors.

~~Section 4.~~ Section 5. DIRECTOR SELECTION. New directors shall be selected in the sole discretion of the majority of the board at the time of selection. The board will endeavor to advertise any director vacancies on its website and to the school community. Current board members may also recommend potential new directors to the board. The board will accept applications to fill available vacancies. The board is not obligated to select any applicant if, in the board’s sole discretion, it does not believe the applicant possesses the requisite skills, availability, demeanor, etc., suitable for the director position even if that means the position will remain vacant. At least one member of the board of directors will be a community member or a parent of Yosemite Valley Charter School student.

~~Section 5.~~Section 6. RESIGNATION OF DIRECTORS. Except as provided below, any director may resign by giving written notice to the chairman of the board, if any, or to the president, or the secretary, or to the board of directors. The resignation shall be effective when the notice is given unless the notice specifies a later time for the resignation to become effective. If a director's resignation is effective at a later time, the board may designate a successor to take office as of the date when the resignation becomes effective. Except upon notice to the Attorney General of California, no director may resign if the corporation would then be left without a duly elected director or directors in charge of its affairs.

~~Section 6.~~Section 7. REMOVAL OF DIRECTORS. Any director may be removed at any time by a majority vote of directors then in office, with or without cause.

~~Section 7.~~Section 8. VACANCIES. Vacancies on the board shall be filled by the vote of a majority of directors then in office. Each director so elected shall hold office until expiration of the term of the replaced director, if mid-term, and for the term if voted in at the beginning of a new term, ~~until a successor has been duly qualified and elected.~~

~~Section 8.~~Section 9. PLACE OF MEETINGS AND MEETINGS BY TELEPHONE. Any meeting of the board of directors may be held at any place within the county in which the greatest number of pupils who are enrolled in the School reside ~~within or outside the State of California~~ that has been designated from time to time by resolution of the board or in the notice of the meeting. In the absence of such designation, meetings shall be held at the principal executive office of the corporation. Any meeting, annual, regular or special, may be held by conference telephone or similar communication equipment, so long as all directors participating in the meeting can hear one another and a majority of the members are within the county in which the greatest number of pupils who are enrolled in the School reside. All such directors shall be deemed to be present in person at such telephonic meeting. Prior written notice of any and all such meetings of the board of directors shall be provided to the directors at least seventy-two (72) hours prior to the time of the holding of the meeting.

Section 10. ANNUAL AND REGULAR MEETINGS. The annual meeting of the board of directors shall be held each year on the date and time as may be fixed by the board of directors. At such annual meeting, officers shall be elected and any other proper business may be transacted. Other regular meetings of the board of directors shall be held at such time as shall from time to time be fixed by the board of directors. ~~Notice of regular meetings shall not be required if the time and place of such meeting is fixed by these bylaws or by the board of directors.~~

All meetings of the Board of Directors shall be called, held and conducted in accordance with the terms and provisions of the Ralph M. Brown Act California Government Code sections 54950, et seq., as said chapter may be modified by subsequent legislation. This Act requires that at least 72 hours before a regular meeting, and 24 hours before a special meeting, the Board of

Directors or its designee shall post an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting.

~~Section 9.~~Section 11. SPECIAL MEETINGS. Special meetings of the board of directors for any purpose or purposes may be called at any time by the chairman of the board, or a board majority~~the president, any vice president, the secretary, or any two directors.~~

Notice of the time and place of special meetings shall be delivered to each director personally or by telephone or sent by first-class mail, postage prepaid, or telegram, charges prepaid, or electronic transmission, addressed to each director at his or her address as it is shown on the records of the corporation. In case the notice is mailed, it shall be deposited in the United States mail at least four days prior to the time of the holding of the meeting. In case such notice is delivered personally or by telephone or telegraph, it shall be delivered personally or by telephone or to the telegraph company at least twenty-four ~~seventy-two~~ (24-72) hours prior to the time of the holding of the meeting. Any oral notice given personally or by telephone may be communicated either to the director or to the person at the office of the director who the person giving the notice has reason to believe will promptly communicate it to the director. ~~The notice need not specify the purpose of the meeting nor the place if the meeting is to be held at the principal executive office of the corporation.~~

~~Section 10.~~Section 12. QUORUM. A majority of the authorized number of directors shall constitute a quorum for the transaction of business, except to adjourn as provided in Section 13 below. Every act or decision done or made by the board of directors requires a vote of the a majority of the acting board of directors ~~present at a meeting duly held at which a quorum is present shall be regarded as the act of the board of directors,~~ subject to the provisions of Section 5212 of the Code (appointment of committees), Section 5233 of the Code (approval of contracts or transactions in which a director has a direct or indirect material financial interest), Section 5234 of the Code (approval of certain transactions between corporations having common directorships), Section 5235 (compensation of directors or officers), and Section 5238(e) of the Code (indemnification of directors). ~~A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for such meeting, or such greater number as is required by the articles of incorporation, these bylaws, or the Law.~~

~~Section 11.~~Section 13. WAIVER OF NOTICE; CONSENT. Notice of a meeting required by the Corporations Code need not be given to any director who, either before or after the meeting, signs a waiver of notice, a consent to holding the meeting, or an approval of the minutes of the meeting. The waiver of notice or consent need not specify the purpose of the meeting. All such waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meeting. Notice of meeting shall also be deemed given to any director who attends the meeting without protesting, before or at the commencement of the meeting, the lack of notice to that director. Notice of all meetings shall be given in accordance with the requirements of the Ralph M. Brown Act, California Corporations Code sections 54950, et seq.

~~Section 12.~~Section 14.ADJOURNMENT. A majority of the directors present, whether or not constituting a quorum, may adjourn any meeting to another time and place. Notice of the time and place of holding an adjourned meeting shall be given in the same manner as provided for special meetings, unless notice is waived as provided for special meetings. A copy of the notice of adjournment shall be conspicuously posted on or near the door of the place where the adjourned meeting was held within 24 hours after the time of the adjournment. ~~need not be given, unless the meeting is adjourned for more than twenty four (24) hours, in which case notice of such time and place shall be given prior to the time of the adjourned meeting, in the manner specified in Section 10 of this Article VI, to the directors who were not present at the time of the adjournment.~~

~~Section 13. — ACTION WITHOUT MEETING. Any action required or permitted to be taken by the board of directors may be taken without a meeting, if all directors shall individually or collectively consent in writing to such action. Such action by written consent shall have the same force and effect as a unanimous vote of the board of directors. The written consent or consents shall be filed with the minutes of the proceedings of the board.~~

~~Section 14.~~Section 15.FEES AND COMPENSATION. Directors and members of committees shall receive no compensation for their services; provided however, that directors and members of committees may receive reimbursement of out-of-pocket expenses, as determined by resolution of the board of directors. Nothing contained herein shall be construed to preclude any director from serving the corporation in any other capacity as an officer, agent, employee, or otherwise, and receiving compensation for such services if compensation is awarded by the board of directors.

ARTICLE VII COMMITTEES

Section 1. COMMITTEES OF DIRECTORS. The board of directors may, by resolution adopted by a majority of the directors then in office, designate one or more committees, each consisting of two or more directors, to serve at the pleasure of the board. Appointments to such committees shall be by a majority vote of the directors then in office. The board may designate one or more directors as alternate members of any committee, who may replace any absent member at any meeting of the committee. Any such committee, to the extent provided in the resolution of the board, shall be advisory only~~may have all the authority of the board, except with respect to:~~

~~(a) — undertaking any final action on any matter that, under the Law, also requires approval of the board of directors;~~

~~(b) — the filling of vacancies on the board of directors or in any committee;~~

~~(c) — the amendment or repeal of bylaws or the adoption of new bylaws;~~

~~(d) — the amendment or repeal of any resolution of the board of directors that by its express terms is not so amendable or repealable;~~

~~(e) — the appointment of any other committees of the board of directors or the members thereof;~~

~~(f) — the expenditure of corporate funds to support a nominee for director after there are more people nominated for director than can be elected; or~~

~~(g) — the approval of any contract or transaction to which the corporation is a party and in which one or more of its directors has a material financial interest, except as special approval is provided for in Section 5233(d)(3) of the Code.~~

Section 2. MEETINGS AND ACTION. Meetings and action of committees of the board shall be governed by, and held and taken in accordance with, the provisions of Article VI of these bylaws, Sections 8 (place of meetings and meetings by telephone), 9 (annual and regular meetings), 10 (special meetings), 11 (quorum), 12 (waiver of notice), 13 (adjournment) and 14 (action without meeting), with such changes in the context of those bylaws as are necessary to substitute the committee and its members for the board of directors and its members, except for the following: (a) the time of regular and annual meetings of committees may be determined by resolution of the board of directors as well as the committee; (b) special meetings of committees may also be called by resolution of the board of directors; and (c) notice of special meetings of committees shall also be given to all alternate members, who shall have the right to attend all meetings of the committee. Minutes of each meeting of any committee shall be kept and filed with the corporate records. The board of directors may adopt rules for the government of any committee not inconsistent with the provisions of these bylaws. If required by law, committee meetings shall be held in accordance with the Ralph M. Brown Act, California Government Code sections 54950, et seq.

ARTICLE VIII OFFICERS

Section 1. OFFICERS. The officers of the corporation shall be a president, a secretary, and a chief financial officer. The corporation may also have, at the discretion of the board of directors, a chairman of the board, one or more vice presidents, one or more assistant secretaries, one or more assistant treasurers, and such other officers as may be appointed in accordance with the provisions of Section 3 of this Article VIII. Any number of offices may be held by the same person, except that neither the secretary nor the chief financial officer may serve concurrently as the president or the chairman of the board.

Section 2. ELECTION. The officers of the corporation, except such officers as may be appointed in accordance with the provisions of Section 3 or Section 5 of this Article VIII, shall be chosen by the board of directors, and each shall serve at the pleasure of the board, subject to the rights, if any, of an officer under any contract of employment.

Section 3. OTHER OFFICERS. The board of directors may appoint, and may empower the president to appoint, such other officers as the activities of the corporation may require, each of whom shall hold office for such period, have such authority, and perform such duties as are provided in the bylaws or as the board of directors may from time to time determine.

Section 4. REMOVAL AND RESIGNATION. Subject to the rights, if any, of any officer under any contract of employment, any officer may be removed, either with or without cause, by the board of directors or, except in case of an officer chosen by the board of directors, by any officer upon whom such power of removal may be conferred by the board of directors.

Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any such resignation is without prejudice to the rights, if any, of the corporation under any contract to which the officer is a party.

Section 5. VACANCIES. A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these bylaws for regular appointments to such office.

Section 6. CHAIRMAN OF THE BOARD. The chairman of the board, if such an officer be elected, shall, if present, preside at meetings of the board of directors and exercise and perform such other powers and duties as may be from time to time assigned to him or her by the board of directors or prescribed by the bylaws. If there is no president, the chairman of the board will in addition be the chief executive officer of the corporation and shall have the powers and duties prescribed in Section 7 of this Article VIII.

Section 7. PRESIDENT. Subject to such supervisory powers, if any, as may be given by the board of directors to the chairman of the board, if there be such an officer, the president shall be the chief executive officer of the corporation and shall, subject to the control of the board of directors, have general supervision, direction, and control of the activities and the officers of the corporation. He or she shall preside, in the absence of the chairman of the board, or if there be none, at all meetings of the board of directors. He or she shall have the general powers and duties of management usually vested in the office of president of the corporation and shall have such other powers and duties as may be prescribed by the board of directors or the bylaws.

Section 8. VICE PRESIDENTS. In the absence or disability of the president, the vice presidents, if any, in order of their rank as fixed by the board of directors or, if not ranked, a vice president designated by the board of directors, shall perform all the duties of the president, and when so acting shall have all the powers of, and be subject to all the restrictions upon, the president. The vice presidents shall have such other powers and perform such other duties as from time to time may be prescribed for them respectively by the board of directors or the bylaws and the president or the chairman of the board.

Section 9. SECRETARY. The secretary shall keep, or cause to be kept, at the principal executive office or such other place as the board of directors may direct, a book of minutes of all meetings and actions of directors, and committees of directors, with the time and place of holding, whether regular or special, and, if special, how authorized, the notice thereof given, the names of those present at directors and committee meetings, and the proceedings thereof.

The secretary shall give, or cause to be given, notice of all meetings of the board of directors required by the bylaws or by law to be given, and he or she shall keep the seal of the corporation, if one be adopted, in safe custody, and shall have such other powers and perform such other duties as may be prescribed by the board of directors or by the bylaws.

Section 10. CHIEF FINANCIAL OFFICER. The chief financial officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of the corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, retained earnings, and other matters customarily included in financial statements. The books of account shall at all reasonable times be open to inspection by any director.

The chief financial officer shall deposit, or cause to be deposited, all monies and other valuables in the name and to the credit of the corporation with such depositaries as may be designated by the board of directors. He or she shall distribute, or cause to be disbursed, the funds of the corporation as may be ordered by the board of directors, shall render to the president and directors, whenever they request it, an account of all financial transactions and of the financial condition of the corporation, and shall have such other powers and perform such other duties as may be prescribed by the board of directors or the bylaws.

If required by the board of directors, the chief financial officer shall give the corporation a bond in the amount and with the surety or sureties specified by the board for faithful performance of the duties of his or her office and for restoration to the corporation of all of its books, papers, vouchers, money, and other property of every kind in his or her possession or under his or her control on the death, resignation, retirement, or removal from office of the chief financial officer.

ARTICLE IX

INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES

Section 1. DEFINITIONS. For the purposes of this Article IX, the definition of the terms “agent”, “proceeding”, and “expenses” shall be governed by Section 5238 of the Code.

Section 2. INDEMNIFICATION IN ACTIONS BY THIRD PARTIES. The corporation shall have power to indemnify any person who was or is a party or is threatened to be made a party to any proceeding (other than an action by or in the right of the corporation to procure a judgment in its favor, an action brought under Section 5233 of the Code, or an action brought by the Attorney General of California or a person granted relator status by the Attorney General of

California for any breach of duty relating to assets held in charitable trust) by reason of the fact that such person is or was an agent of the corporation, against expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with such proceeding if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the corporation and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful. The termination of any proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in the best interests of the corporation or that the person had reasonable cause to believe that the person's conduct was unlawful.

Section 3. INDEMNIFICATION IN ACTIONS BY OR IN THE RIGHT OF THE CORPORATION. The corporation shall have power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action by or in the right of the corporation, or brought under Section 5233 of the Code, or brought by the Attorney General of California or a person granted relator status by the Attorney General of California for breach of duty relating to assets held in charitable trust, to procure a judgment in its favor by reason of the fact that such person is or was an agent of the corporation, against expenses actually and reasonably incurred by such person in connection with the defense or settlement of such action if such person acted in good faith, in a manner such person believed to be in the best interests of the corporation, and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. No indemnification shall be made under this Section 3 for any of the following:

(a) Any claim, issue, or matter as to which such person shall have been adjudged to be liable to the corporation in the performance of such person's duty to the corporation, unless and only to the extent that the court in which such action was brought shall determine upon application that, in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for the expenses which such court shall determine;

(b) Amounts paid in settling or otherwise disposing of a threatened or pending action, with or without court approval; or

(c) Expenses incurred in defending a threatened or pending action which is settled or otherwise disposed of without court approval, unless it is settled with the approval of the Attorney General of California.

Section 4. INDEMNIFICATION AGAINST EXPENSES. To the extent that an agent of the corporation has been successful on the merits in defense of any proceeding referred to in Sections 2 or 3 of this Article IX or in defense of any claim, issue, or matter therein, the agent shall be indemnified against expenses actually and reasonably incurred by the agent in connection therewith.

Section 5. REQUIRED DETERMINATIONS. Except as provided in Section 4 of this Article IX, any indemnification under this Article shall be made by the corporation only if authorized in the specific case, upon a determination that indemnification of the agent is proper in the circumstances because the agent has met the applicable standard of conduct set forth in Sections 2 or 3 of this Article IX by:

(a) A majority vote of a quorum consisting of directors who are not parties to such proceeding; or

(b) The court in which such proceeding is or was pending upon application made by the corporation or the agent or the attorney or other person rendering services in connection with the defense, whether or not such application by the agent, attorney, or other person is opposed by the corporation.

Section 6. ADVANCE OF EXPENSES. Expenses incurred in defending any proceeding may be advanced by the corporation prior to the final disposition of such proceeding upon receipt of an undertaking by or on behalf of the agent to repay such amount unless it shall be determined ultimately that the agent is entitled to be indemnified as authorized in this Article IX.

Section 7. OTHER INDEMNIFICATION. No provision made by the corporation to indemnify its directors or officers for the defense of any proceeding, whether contained in the articles of incorporation, bylaws, a resolution of directors, an agreement, or otherwise, shall be valid unless consistent with this Article IX. Nothing contained in this Article IX shall affect any right to indemnification to which persons other than such directors and officers may be entitled by contract or otherwise.

Section 8. FORMS OF INDEMNIFICATION NOT PERMITTED. No indemnification or advance shall be made under this Article IX, except as provided in Section 4 or Section 5(b), in any circumstance if it appears that:

(a) It would be inconsistent with a provision of the articles of incorporation, bylaws, or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or

(b) It would be inconsistent with any condition expressly imposed by a court in approving a settlement.

Section 9. INSURANCE. The corporation shall have the power to purchase and maintain insurance on behalf of any agent of the corporation against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not the corporation would have the power to indemnify the agent against such liability under the provisions of this Article IX; provided, however, that the corporation shall have no power to

purchase and maintain such insurance to indemnify any agent of the corporation for a violation of Section 5233 of the Code.

ARTICLE X RECORDS AND REPORTS

Section 1. MAINTENANCE OF CORPORATE RECORDS. The corporation shall keep (a) adequate and correct books and records of account kept either in written form or in any other form capable of being converted into written form and (b) minutes, in written form, of the proceedings of the board of directors and committees of the board. All such records shall be kept at the corporation's principal executive office, or if its principal executive office is outside the State of California, at its principal office in this state.

Section 2. MAINTENANCE AND INSPECTION OF ARTICLES AND BYLAWS. The corporation shall keep at its principal executive office, or if its principal executive office is not in the State of California, at its principal office in this state, the original or a copy of its articles of incorporation and bylaws, as amended to date, that shall be open to inspection by the directors at all reasonable times during office hours. If the principal executive office of the corporation is outside the State of California and the corporation has no principal office in this state, the Secretary shall, upon the written request of any director, furnish to such director a copy of the articles of incorporation or bylaws, as amended to date.

Section 3. INSPECTION. Every director shall have the absolute right at any reasonable time, and from time to time, to inspect all books, records, and documents of every kind and the physical properties of the corporation. Such inspection by a director may be made in person or by agent or attorney and the right of inspection includes the right to copy and make extracts.

Section 4. ANNUAL REPORTS. The board of directors shall cause an annual report to be sent to the directors within 120 days of the corporation's fiscal year end. That report shall contain the following information, in appropriate detail, for the fiscal year:

- (a) The assets and liabilities, including the trust funds, of the corporation as of the end of the fiscal year;
- (b) The principal changes in assets and liabilities, including trust funds;
- (c) The revenue or receipts of the corporation, both unrestricted and restricted to particular purposes;
- (d) The expenses or disbursements of the corporation for both general and restricted purposes; and
- (e) Any information required by Section 5 of this Article X.

The annual report shall be accompanied by any report thereon of independent accountants or, if there is no such report, by the certificate of an authorized officer of the corporation that such statements were prepared without audit from the books and records of the corporation.

Section 5. ANNUAL STATEMENT OF CERTAIN TRANSACTIONS AND INDEMNIFICATIONS. As part of the annual report to all directors, the corporation shall annually prepare and mail or deliver to each director within 120 days after the corporation's fiscal year end, a statement (described below) of any transaction or indemnification (i) in which the corporation was a party and (ii) in which an "interested person" had a direct or indirect material financial interest, if any such transaction occurred. For this purpose, an "interested person" is any director or officer of the corporation.

The statement shall include the following information:

(a) A brief description of any transaction during the previous fiscal year that involved more than \$50,000, or was one of a number of transactions in which the same interested person had a direct or indirect material financial interest involving, in the aggregate, more than \$50,000;

(b) The names of interested persons involved in such transactions described in the preceding paragraph (a), their relationship to the corporation, the nature of their interest in the transaction and, if practicable, the amount of that interest; provided, however, that if the transaction was with a partnership in which the interested person is a partner, only the interest of the partnership need be stated; and

(c) A brief description of the amount and circumstances of any indemnifications or advances aggregating more than \$10,000 paid during the fiscal year to any officer or director of the corporation under Article IX of these bylaws, unless that indemnification already has been approved by the directors under Section 5238(e)(2) of the Code.

ARTICLE XI GENERAL MATTERS

Section 1. CHECKS, DRAFTS, EVIDENCES OF INDEBTEDNESS. All checks, drafts, or other orders for payment of money, notes, or other evidences of indebtedness, issued in the name of or payable to the corporation, shall be signed or endorsed by such person or persons and in such manner as, from time to time, shall be determined by resolution of the board of directors.

Section 2. CORPORATE CONTRACTS AND INSTRUMENTS; HOW EXECUTED. Except as otherwise provided in these bylaws, the board of directors may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances;

and, unless so authorized or ratified by the board of directors or within the agency power of an officer, no officer, agent or employee shall have any power or authority to bind the corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or for any amount.

Section 3. REPRESENTATION OF SHARES OF OTHER CORPORATIONS. The chairman of the board, the president, or any vice president, or any other person authorized by resolution of the board of directors or by any of the foregoing designated officers, is authorized to vote on behalf of the corporation any and all shares of any other corporation or corporations, foreign or domestic, standing in the name of the corporation. The authority granted to said officers to vote or represent on behalf of the corporation any and all shares held by the corporation in any other corporation or corporations may be exercised by any such officer in person or by any person authorized to do so by a proxy duly executed by said officer.

Section 4. CONSTRUCTION AND DEFINITIONS. Unless the context requires otherwise, the general provisions, rules of construction, and definitions in the Law shall govern the construction of these bylaws. Without limiting the generality of the foregoing, the singular number includes the plural, the plural number includes the singular, the masculine gender includes the feminine and neuter, and the term "person" includes both a corporation and a natural person. All references in these bylaws to the Law, the Law, or to the Code shall be deemed to be those in effect from time to time.

ARTICLE XII AMENDMENTS

The board may adopt, amend, or repeal bylaws unless doing so would be a prohibited amendment under the California Corporations Code. Any amendment to these bylaws will require a majority vote of the directors then in office; provided, however, that if the articles of incorporation of the corporation set forth the number of authorized directors of the corporation, the authorized number of directors may be changed only by an amendment of the articles of incorporation.

CERTIFICATE OF SECRETARY

The undersigned, being the duly elected and acting Secretary of Yosemite Valley Charter School, a California nonprofit public benefit corporation, does hereby certify that the foregoing First Amended Bylaws constitute the bylaws of this corporation as duly adopted at the meeting of the Board of Directors of Yosemite Valley Charter School on June 16, 2020.

IN WITNESS WHEREOF, the undersigned has executed this Certificate this 16th day of June, 2020.

Debbie De Alba, Secretary

Yosemite Valley

July 2020

S	M	T	W	Th	F	S
			1	2	3	4
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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August 2020

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30	31					

September 2020

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27	28	29	30			

Notes:

July 30 – Board Meeting

August 27 – Board Meeting

September 24 – Board Meeting

October 29 – Board Meeting

November 19 – Board Meeting

December 10 – Board Meeting

January 28 – Board Meeting

February 25 – Board Meeting

March 25 – Board Meeting

April 29 – Board Meeting

May 27 – Board Meeting

June 24 – Board Meeting

October 2020

S	M	T	W	Th	F	S
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November 2020

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January 2021

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24	25	26	27	28	29	30
31						

February 2021

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28						

March 2021

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April 2021

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May 2021

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June 2021

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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Legend:

Blue – Board Meeting

Green – Holiday

Orange – Due Date
(See appendix)

2020-2021

Appendix – Important Due Dates

October

- Unaudited Actuals
- November 1st - Dashboard Indicators due to the state

December

- Approval of Previous Years Audit
- December 15th - LCAP (for 2020-2021 School Year Only)
- December 15th - First Interims due to the county

January

- February 1st - SARC (School Accountability Report Card) due to the state

February

- March 1st - Comprehensive School Safety Plan

March

- March 15th - Second Interims due to the county
- March 31st - Auditor Selection Form due to the county

April

- April 1st - Form 700s due to the County Board of Supervisors
- School Calendars

May

- Public Hearing of LCAP

June

- Adopted Budget
- Final Approval of the LCAP
- Board Meeting Calendar

County	School	Role	Regular Pay	Other Pay	Benefits	Total Pay & Benefits
Yosemite Valley	Westside Elementary	Superintendant	\$110,022.00	\$0.00	\$42,573.58	\$152,595.58
Fresno	Crescent View West Public Charter	Principal	\$115,000.08	\$0.00	\$18,135.44	\$133,135.52
Fresno	University High School	Head of School	\$149,947.00	\$1,898.00	\$39,362.58	\$191,207.58
Monterey	Carmel Unified	Superintendant	\$258,750.00	\$11,333.30	\$42,001.30	\$312,084.60