



## **Yosemite Valley Charter School**

3610 E. Ashlan Avenue, Fresno, CA 93726

Ph (559) 316-0192 | Fax (559) 335-4089

### **Regular Scheduled Board Meeting Yosemite Valley Charter School**

**August 27, 2020 – 5:15 pm**

**3610 E. Ashlan Avenue**

**Fresno, CA 93726**

**Through Teleconference**

**Join Zoom Meeting**

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

**Meeting ID: 985 425 9770**

**Dial by your location**

**+1 669 900 6833 US (San Jose)**

**Meeting ID: 985 425 9770**

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

### **AGENDA**

1. Call to Order
2. Flag Salute
3. Approval of the Agenda
4. Public Comments
5. Executive Director's Report
  - a. Student Achievement
  - b. ADA Report
  - c. High School Presentation



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6. Discussion and Potential Action on the July Board Meeting Minutes
7. Discussion and Potential Action on the July Financials
8. Discussion and Potential Action on the Education Protection Account (EPA)  
Budget
9. Discussion and Potential Action on the 2019-2020 Shared Employee MOU and  
Intercompany Borrowing
10. Discussion and Potential Action on the Shared Employee MOU 2020-2021
11. Discussion and Potential Action on the Immunizations and Oral Assessment  
Policy
12. Discussion and Potential Action on the Employee Handbook
13. Discussion and Potential Action on the STRS Sick Leave Roll-Over Policy
14. Discussion and Potential Action on the Covid-19 Sick Leave Policy
15. Discussion and Potential Action on the Board Training Calendar
16. Discussion and Potential Action on the Conflict of Interest Policy
17. Discussion and Potential Action on the College and Career Partnership (CCAP)  
Agreement Regarding Instructional Services for Dual Enrollment
18. Discussion and Potential Action on the Policy for Inspection of Public Records
19. Discussion and Potential Action on the Independent Study Policy
20. Discussion and Potential Action on the Intervention Specialists Position and  
Compensation
21. Board of Director's Requests
22. Announcement of Next Regular Scheduled Board Meeting
23. Adjournment



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

Note: The Governing Board encourages those with disabilities to participate fully in the public meeting process. If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public meeting, please contact the Governing Board Office at 951-290-3013 at least 48 hours before the scheduled board meeting so every reasonable effort can be made to accommodate you. (Government Code § 54954.2; Americans with Disabilities Act of 1990, § 202 (42 U.S.C. § 12132)).



## Yosemite Valley Charter School

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

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

Regular Scheduled Board Meeting  
Yosemite Valley Charter School  
July 30, 2020 – 5:15 pm  
1781 East Fir Avenue, #102  
Fresno, CA 93720  
Through Teleconference

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

Absent: None

Also Present: Mariah Jordan, Kimmi Buzzard, Steven James, Yolanda Vazquez, Katie Talbot, Kristi Silva

<b>1. Call to Order</b>	Larry Jarocki called the meeting to order at 5:18 pm.
<b>2. Flag Salute</b>	The Flag Salute was conducted.
<b>3. Approval of the Agenda</b>	Motioned to Approve - Carla Moore Jonna Durst seconded. - Unanimous
<b>4. Public Comments</b>	A parent is interested in hearing about the update on in-person vendors discussed in the next agenda item.
<b>5. Executive Directors Report</b> a. SB 98 / Enrollment Update b. 2020 – 2021 Budget Updates c. Achievement Plans for the Coming School Year d. In Person Services with	Dr. Laurie Goodman conducted the Executive Director's Report.



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<b>Vendors</b> <b>e. Fresno Office Space</b> <b>f. WASC Update</b>	
<b>6. Discussion and Potential Action on the June Board Meeting Minutes</b>	Motioned to Approve - Carla Moore with the amendment to add Jonna Durst under attendance. Debbie de Alba seconded. - Unanimous
<b>7. Discussion and Potential Action on the Revised 2020 – 2021 Budget</b>	Motioned to Approve - Carla Moore Trina Short seconded. - Unanimous
<b>8. Discussion and Potential Action on the Fiscal Policies and Procedures</b>	Motioned to Approve - Carla Moore Jonna Durst seconded. - Unanimous
<b>9. Discussion and Potential Action on the 403b Program</b>	Carla Moore motions to table to item number 9 and bring back to the next board meeting. Debbie de Alba seconded. - Unanimous
<b>10. Discussion and Potential Action on the Board Training Calendar</b>	Carla Moore motioned to table item number 10. Trina Short seconded.  The board would like to have an in-person board training following social distancing rules. Kimmi Buzzard to bring back a plan to the August board meeting.
<b>11. Discussion and Potential Action on the MOU with Westside Elementary</b>	Motioned to Approve - Carla Moore Jonna Durst seconded. - Unanimous



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<b>12. Discussion and Potential Action on Parent Student Handbook</b>	Motioned to Approve - Carla Moore Debbie de Alba seconded. - Unanimous
<b>13. Discussion and Potential Action the Employee Handbook</b>	Carla Moore motioned to Table For clarification with the revision of the 403b and sick leave carryover. Trina Short seconded. - Unanimous
<b>14. Discussion and Potential Action on the High School Specialist Positions</b>	Motioned to Approve - Carla Moore Jonna Durst seconded. - Unanimous
<b>15. Discussion on the Shared Employees MOU</b>	Carla Moore motions to table item 15 to the next board meeting. Debbie de Alba seconded. - Unanimous
<b>16. Board of Director's Requests</b>	The board requested the following items: <ul style="list-style-type: none"><li>• A revision of the 403b and sick leave carryover on item 13.</li><li>• A breakdown of each High School Specialist's responsibilities to include ROP, scholarships, and more in-depth responsibilities.</li><li>• Jonna Durst requests in-person board meetings for future meetings. Trina Short would like to have the board travel stipend renewed as the board did meet in person in June and plans to continue meeting in person.</li></ul>
<b>17. Announcement of Next Regular Scheduled Board Meeting</b>	August 27th at 5:15 pm.



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### 18. Adjournment

Carla Moore motioned to adjourn at 6:27 pm.

Trina Short seconded.

- Unanimous

# **Yosemite Valley Charter School**

Monthly Financial Presentation – July 2020



# YOSEMITE - Highlights

- No LCFF revenues are budgeted for July.
- Projected expenses under budget.
- Year-end surplus exceeds budget forecast.

# YOSEMITE - Revenue

- No YTD LCFF revenues projected
  - State Aid: Prior Year Revenue
  - Other State Revenue: SPED
- July LCFF entitlement to be received in August.

## Revenue

<i>Year-to-Date</i>		
Actual	Budget	Fav/(Unf)
State Aid-Rev Limit	\$ 6,076	\$ - \$ 6,076
Federal Revenue	-	-
Other State Revenue	59,213	- 59,213
Other Local Revenue	-	-
<b>Total Revenue</b>	<b>\$ 65,289</b>	<b>\$ - \$ 65,289</b>

<i>Annual/Full Year</i>		
Forecast	Budget	Fav/(Unf)
\$ 20,339,172	\$ 20,333,097	\$ 6,076
275,751	275,751	-
1,849,349	1,849,349	-
-	-	-
<b>\$ 22,464,273</b>	<b>\$ 22,458,197</b>	<b>\$ 6,076</b>

# YOSEMITE - Expenses

- Projected expenses decreased by \$457k.
  - Projected salaries based on 7/25 payroll report.
  - Variance in sub agreements due annualized student spending plan.

Expenses	Year-to-Date			Annual/Full Year		
	Actual	Budget	Fav/(Unf)	Forecast	Budget	Fav/(Unf)
Certificated Salaries	\$ 546,115	\$ 559,041	\$ 12,926	\$ 7,360,587	\$ 7,633,555	\$ 272,968
Classified Salaries	30,062	24,156	(5,906)	336,694	289,875	(46,819)
Benefits	161,372	193,190	31,818	2,459,928	2,538,410	78,482
Books and Supplies	153,801	173,586	19,784	2,896,131	2,911,762	15,631
Subagreement Services	121,171	336,699	215,528	4,774,360	4,857,812	83,452
Operations	13,820	12,642	(1,179)	152,879	151,700	(1,179)
Facilities	-	317	317	3,483	3,800	317
Professional Services	149,860	152,815	2,955	2,497,016	2,492,089	(4,927)
Depreciation	-	-	-	-	-	-
Interest	284	239,227	238,943	399,576	459,603	60,027
<b>Total Expenses</b>	<b>\$ 1,176,486</b>	<b>\$ 1,691,672</b>	<b>\$ 515,186</b>	<b>\$ 20,880,655</b>	<b>\$ 21,338,606</b>	<b>\$ 457,951</b>

# YOSEMITE - Fund Balance

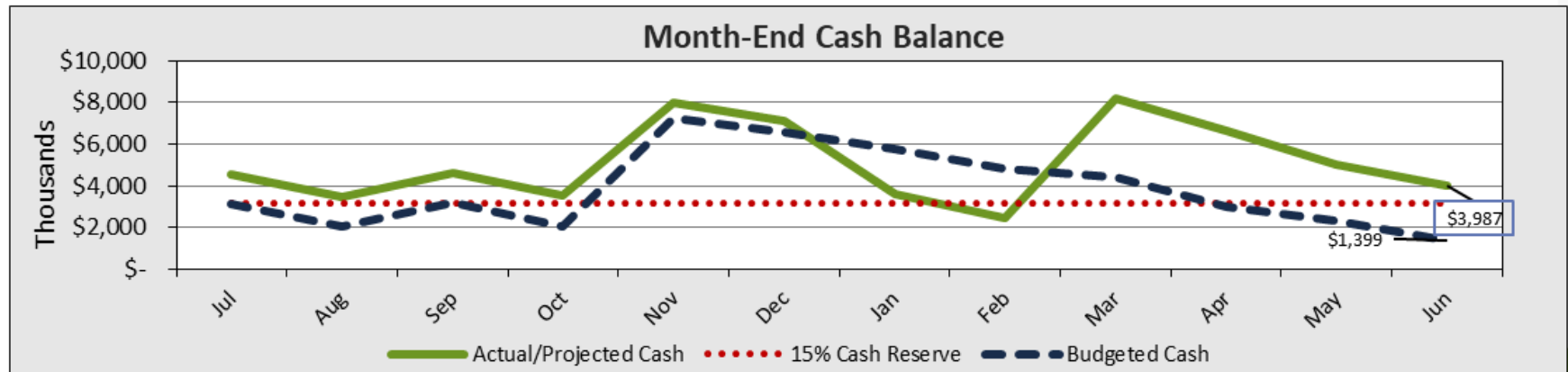


- Annual surplus projected at \$1.5MM.
- Projected reserve **exceeds** target.
- Beginning fund balance subject to change with finalization of FY2019-20 shared staffing.

	Year-to-Date			Annual/Full Year		
	Actual	Budget	Fav/(Unf)	Forecast	Budget	Fav/(Unf)
Total Surplus(Deficit)	\$ (1,111,197)	\$ (1,691,672)	\$ 580,475	\$ 1,583,618	\$ 1,119,591	\$ 464,027
Beginning Fund Balance	<u>3,154,611</u>	<u>3,154,611</u>		<u>3,154,611</u>	<u>3,154,611</u>	
Ending Fund Balance	<u><b>\$ 2,043,414</b></u>	<u><b>\$ 1,462,939</b></u>		<u><b>\$ 4,738,230</b></u>	<u><b>\$ 4,274,203</b></u>	
<i>As a % of Annual Expenses</i>	9.8%	6.9%		22.7%	20.0%	

# YOSEMITE - Cash Balance

- Cash projected to remain positive through receivable sales.



# YOSEMITE - Compliance Reporting

Due Date	Description	Completed By
Aug-01	<b>Administer English Language Proficiency Assessment for California (ELPAC) Initial Assessment</b> - Based on the results of the home language survey, every pupil in California whose native language is not English is required to be tested within 30 days of the start of school. Be sure to note your school's 30th day of instruction and test all ELPAC students before that date. This reporting is used for students' academic performance and state and federal accountability reporting requirements.	Yosemite
Aug-28	<b>4-year Adjusted Cohort Graduation Rate (ACGR)</b> - High School graduation data is extracted from CALPADS on 8/28/2020 to calculate an ACGR value. Graduation data must be submitted into CALPADS before this deadline to ensure data is available to the state for accurate calculations.	Yosemite
Aug-28	<b>CALPADS EOY 1, 2, 3 and 4 Amendment Window Deadline</b> - Course completion data for grades 7-12, CTE participants, concentrators, completers, program eligibility/participation, homeless student counts, student discipline, cumulative enrollment and student absence data must be submitted to CDE by 8/28/2020.	Yosemite
Set by Authorizer	<b>Unaudited Actual Reports</b> - Annual unaudited financial statements for the preceding year are due by date set by the charter authorizer (no later than September 15th).	Charter Impact
Sep-04	<b>Year-End Maintenance of Effort (Special Education)</b> - Report due to Charter school's SELPA. Maintenance of Effort (MOE) is a requirement that you spend each year at least what you spent last year in the area of special education (with some exceptions). If you reduce your special education budget (or expenditures) in a given year, you need to be careful to ensure that you have met the MOE requirement. This does not mean you can't reduce costs, but you must do so within the guidelines of federal MOE.	Charter Impact
Sep-30	<b>2020-21 Learning Continuity and Attendance Plan</b> -- The LEA governing board/body shall adopt the Learning Continuity Plan by September 30, 2020 in a public meeting. This meeting shall be held after, but not on the same day, as the public hearing. The Plan replaces the annual LCAP for 2020-21, to outline the LEA's compliance with the Budget Act's provisions including student participation and attendance reporting, continuity of learning, in-person instructional offerings and plans for distance learning (with public stakeholder engagement). Should describe how LEAs are increasing or improving service in proportion to unduplicated students.	Yosemite

# YOSEMITE - Appendix

- Monthly Cash Flow / Forecast 20-21
- Budget vs. Actual
- Statement of Financial Position
- Statement of Cash Flows
- Check Register
- AP Aging
- Due (To)/From All Inspire School Locations

Yosemite Valley Charter School

Monthly Cash Flow/Forecast FY20-21

Revised 8/21/2020

ADA = 2206.01



	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Year-End Accruals	Annual Forecast	Original Budget Total	Favorable / (Unfav.)
<b>Revenues</b>															ADA = 2206.01	
<b>State Aid - Revenue Limit</b>																
8011 LCFF State Aid	-	966,575	966,575	1,739,834	1,739,834	1,739,834	1,739,834	1,739,834	869,917	521,950	521,950	521,950	6,263,404	19,331,492	19,331,492	-
8012 Education Protection Account	-	-	-	110,301	-	-	110,301	-	-	110,301	-	-	110,301	441,202	441,202	-
8019 State Aid - Prior Year	6,076	-	-	-	-	-	-	-	-	-	-	-	-	6,076	-	6,076
8096 In Lieu of Property Taxes	-	33,624	67,248	44,832	44,832	44,832	44,832	44,832	78,456	39,228	39,228	39,228	39,228	560,402	560,402	-
	6,076	1,000,199	1,033,823	1,894,967	1,784,666	1,784,666	1,894,967	1,784,666	948,374	671,479	561,178	561,178	6,412,932	20,339,172	20,333,097	6,076
<b>Federal Revenue</b>																
8181 Special Education - Entitlement	-	13,788	13,788	24,818	24,818	24,818	24,818	24,818	24,818	24,818	24,818	24,818	24,818	275,751	275,751	-
	-	13,788	13,788	24,818	24,818	24,818	24,818	24,818	24,818	24,818	24,818	24,818	24,818	275,751	275,751	-
<b>Other State Revenue</b>																
8311 State Special Education	59,213	66,180	66,180	119,125	119,125	119,125	119,125	119,125	107,282	107,282	107,282	107,282	107,282	1,323,606	1,323,606	-
8520 Child Nutrition	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8545 School Facilities (SB740)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8550 Mandated Cost	-	-	-	-	-	86,747	-	-	-	-	-	438,996	-	525,743	525,743	-
8560 State Lottery	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8598 Prior Year Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8599 Other State Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	59,213	66,180	66,180	119,125	119,125	205,872	119,125	119,125	107,282	107,282	107,282	546,278	107,282	1,849,349	1,849,349	-
<b>Total Revenue</b>	<b>65,289</b>	<b>1,080,167</b>	<b>1,113,791</b>	<b>2,038,909</b>	<b>1,928,609</b>	<b>2,015,356</b>	<b>2,038,909</b>	<b>1,928,609</b>	<b>1,080,473</b>	<b>803,579</b>	<b>693,278</b>	<b>1,132,274</b>	<b>6,545,032</b>	<b>22,464,273</b>	<b>22,458,197</b>	<b>6,076</b>
<b>Expenses</b>																
<b>Certificated Salaries</b>																
1100 Teachers' Salaries	463,215	487,713	487,713	487,713	487,713	487,713	487,713	487,713	487,713	487,713	487,713	487,713	-	5,828,054	6,167,091	339,037
1170 Teachers' Substitute Hours	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1175 Teachers' Extra Duty/Stipends	30,922	-	87,788	87,788	87,788	87,788	87,788	87,788	87,788	87,788	87,788	87,788	-	908,805	925,064	16,259
1200 Pupil Support Salaries	35,792	35,792	35,792	35,792	35,792	35,792	35,792	35,792	35,792	35,792	35,792	35,792	-	429,502	327,809	(101,693)
1300 Administrators' Salaries	9,167	9,167	9,167	9,167	9,167	9,167	9,167	9,167	9,167	9,167	9,167	9,167	-	109,999	130,740	20,741
1900 Other Certificated Salaries	7,019	7,019	7,019	7,019	7,019	7,019	7,019	7,019	7,019	7,019	7,019	7,019	-	84,227	82,852	(1,375)
	546,115	539,690	627,478	627,478	627,478	627,478	627,478	627,478	627,478	627,478	627,478	627,478	-	7,360,587	7,633,555	272,968
<b>Classified Salaries</b>																
2100 Instructional Salaries	15,756	16,080	16,080	16,080	16,080	16,080	16,080	16,080	16,080	16,080	16,080	16,080	-	192,638	170,625	(22,013)
2200 Support Salaries	2,831	-	-	-	-	-	-	-	-	-	-	-	-	2,831	-	(2,831)
2300 Classified Administrators'	11,475	11,795	11,795	11,795	11,795	11,795	11,795	11,795	11,795	11,795	11,795	11,795	-	141,225	119,250	(21,975)
2400 Clerical and Office Staff Salaries	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2900 Other Classified Salaries	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	30,062	27,876	27,876	27,876	27,876	27,876	27,876	27,876	27,876	27,876	27,876	27,876	-	336,694	289,875	(46,819)
<b>Benefits</b>																
3101 STRS	86,289	99,216	115,355	115,355	115,355	115,355	115,355	115,355	115,355	115,355	115,355	115,355	-	1,339,058	1,404,574	65,516
3202 PERS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
3301 OASDI	1,829	1,717	1,717	1,717	1,717	1,717	1,717	1,717	1,717	1,717	1,717	1,717	-	20,716	17,972	(2,744)
3311 Medicare	8,005	8,220	9,492	9,492	9,492	9,492	9,492	9,492	9,492	9,492	9,492	9,492	-	111,145	114,890	3,744
3401 Health and Welfare	49,910	69,375	69,375	69,375	69,375	69,375	69,375	69,375	69,375	69,375	69,375	69,375	-	813,035	825,000	11,965
3501 State Unemployment	6,501	2,725	2,725	2,725	2,725	2,725	13,623	10,898	5,449	2,725	2,725	2,725	-	58,267	56,350	(1,917)
3601 Workers' Compensation	8,838	7,937	9,165	9,165	9,165	9,165	9,165	9,165	9,165	9,165	9,165	9,165	-	108,422	110,928	2,506
3901 Other Benefits	-	740	854	854	854	854	854	854	854	854	854	854	-	9,284	8,696	(588)
	161,372	189,930	208,683	208,683	208,683	208,683	219,581	216,857	211,407	208,683	208,683	208,683	-	2,459,928	2,538,410	78,482
<b>Books and Supplies</b>																
4100 Textbooks and Core Materials	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
4200 Books and Reference Materials	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
4302 School Supplies	150,907	105,326	129,069	188,894	145,705	101,532	122,670	101,111	123,370	200,895	172,488	129,624	199,226	1,870,819	1,870,819	-
4305 Software	284	16,758	16,758	16,758	16,758	16,758	16,758	16,758	16,758	16,758	16,758	16,758	-	184,626	201,100	16,474
4310 Office Expense	2,610	1,642	1,642	1,642	1,642	1,642	1,642	1,642	1,642	1,642	1,642	1,642	-	20,669	19,700	(969)
4311 Business Meals	-	125	125	125	125	125	125	125	125	125	125	125	-	1,375	1,500	125
4312 School Fundraising Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
4400 Noncapitalized Equipment	-	50,133	61,434	89,909	69,353	48,327	58,388	48,127	58,722	95,622	82,101	61,699	94,828	818,643	818,643	-
4700 Food Services	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	153,801	173,984	209,029	297,328	233,583	168,384	199,584	167,763	200,617	315,041	273,114	209,848	294,054	2,896,131	2,911,762	15,631



Yosemite Valley Charter School

Monthly Cash Flow/Forecast FY20-21

Revised 8/21/2020

ADA = 2206.01



	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Year-End Accruals	Annual Forecast	Original Budget Total	Favorable / (Unfav.)
<b>Subagreement Services</b>																
5101 Nursing	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5102 Special Education	1,729	85,500	85,500	85,500	85,500	85,500	85,500	85,500	85,500	85,500	85,500	85,500	-	942,229	1,026,000	83,771
5103 Substitute Teacher	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5104 Transportation	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5105 Security	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5106 Other Educational Consultants	14,213	161,582	198,007	289,785	223,529	155,762	188,190	155,116	189,264	308,196	264,616	198,859	305,636	2,652,757	2,652,757	-
5107 Instructional Services	105,229	97,650	97,650	97,650	97,650	97,650	97,650	97,650	97,650	97,650	97,650	97,650	-	1,179,374	1,179,055	(319)
	121,171	344,732	381,157	472,934	406,679	338,911	371,340	338,266	372,414	491,345	447,766	382,009	305,636	4,774,360	4,857,812	83,452
<b>Operations and Housekeeping</b>																
5201 Auto and Travel	-	1,050	1,050	1,050	1,050	1,050	1,050	1,050	1,050	1,050	1,050	1,050	-	11,550	12,600	1,050
5300 Dues & Memberships	-	683	683	683	683	683	683	683	683	683	683	683	-	7,517	8,200	683
5400 Insurance	13,289	10,908	10,908	10,908	10,908	10,908	10,908	10,908	10,908	10,908	10,908	10,908	-	133,281	130,900	(2,381)
5501 Utilities	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5502 Janitorial Services	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5516 Miscellaneous Expense	531	-	-	-	-	-	-	-	-	-	-	-	-	531	-	(531)
5531 ASB Fundraising Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5900 Communications	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5901 Postage and Shipping	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	13,820	12,642	12,642	12,642	12,642	12,642	12,642	12,642	12,642	12,642	12,642	12,642	-	152,879	151,700	(1,179)
<b>Facilities, Repairs and Other Leases</b>																
5601 Rent	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5602 Additional Rent	-	83	83	83	83	83	83	83	83	83	83	83	-	917	1,000	83
5603 Equipment Leases	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5604 Other Leases	-	233	233	233	233	233	233	233	233	233	233	233	-	2,567	2,800	233
5605 Real/Personal Property Taxes	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5610 Repairs and Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	-	317	317	317	317	317	317	317	317	317	317	317	-	3,483	3,800	317
<b>Professional/Consulting Services</b>																
5801 IT	-	58	58	58	58	58	58	58	58	58	58	58	-	642	700	58
5802 Audit & Taxes	-	-	-	2,100	2,100	2,100	-	-	-	-	-	-	-	6,300	6,300	-
5803 Legal	-	3,208	3,208	3,208	3,208	3,208	3,208	3,208	3,208	3,208	3,208	3,208	-	35,292	38,500	3,208
5804 Professional Development	3,100	2,975	2,975	2,975	2,975	2,975	2,975	2,975	2,975	2,975	2,975	2,975	-	35,825	35,700	(125)
5805 General Consulting	-	5,442	5,442	5,442	5,442	5,442	5,442	5,442	5,442	5,442	5,442	5,442	-	59,858	65,300	5,442
5806 Special Activities/Field Trips	36	8,176	10,019	14,663	11,311	7,882	9,522	7,849	9,577	15,595	13,390	10,062	15,465	133,546	133,546	-
5807 Bank Charges	1,824	75	75	90	90	90	90	90	90	90	90	90	-	2,784	1,035	(1,749)
5808 Printing	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5809 Other taxes and fees	4,581	408	408	490	490	490	490	490	490	490	490	490	-	9,807	5,635	(4,172)
5810 Payroll Service Fee	-	1,202	1,202	1,202	1,202	1,202	1,202	1,202	1,202	1,202	1,202	1,202	-	13,218	14,806	1,588
5811 Management Fee	140,305	131,042	131,042	131,042	131,042	131,042	131,042	131,042	131,042	131,042	131,042	131,042	-	1,581,762	1,572,074	(9,689)
5812 District Oversight Fee	-	30,006	31,015	56,849	53,540	53,540	56,849	53,540	28,451	20,144	16,835	16,835	192,570	610,175	609,993	(182)
5813 County Fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5814 SPED Encroachment	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5815 Public Relations/Recruitment	15	708	708	708	708	708	708	708	708	708	708	708	-	7,807	8,500	693
	149,860	183,300	186,152	218,827	212,165	208,736	211,586	206,604	183,243	180,954	175,440	172,113	208,035	2,497,016	2,492,089	(4,927)
<b>Depreciation</b>																
6900 Depreciation Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Interest</b>																
7438 Interest Expense	284	-	-	-	177,463	-	-	-	221,829	-	-	-	-	399,576	459,603	60,027
	284	-	-	-	177,463	-	-	-	221,829	-	-	-	-	399,576	459,603	60,027
<b>Total Expenses</b>	<b>1,176,486</b>	<b>1,472,471</b>	<b>1,653,333</b>	<b>1,866,085</b>	<b>1,906,886</b>	<b>1,593,027</b>	<b>1,670,403</b>	<b>1,597,802</b>	<b>1,857,823</b>	<b>1,864,336</b>	<b>1,773,315</b>	<b>1,640,964</b>	<b>807,726</b>	<b>20,880,655</b>	<b>21,338,606</b>	<b>457,951</b>
<b>Monthly Surplus (Deficit)</b>	<b>(1,111,197)</b>	<b>(392,304)</b>	<b>(539,542)</b>	<b>172,825</b>	<b>21,723</b>	<b>422,329</b>	<b>368,506</b>	<b>330,807</b>	<b>(777,350)</b>	<b>(1,060,757)</b>	<b>(1,080,036)</b>	<b>(508,690)</b>	<b>5,737,306</b>	<b>1,583,618</b>	<b>1,119,591</b>	<b>464,027</b>
														8%		
<b>Cash Flow Adjustments</b>																
Monthly Surplus (Deficit)	(1,111,197)	(392,304)	(539,542)	172,825	21,723	422,329	368,506	330,807	(777,350)	(1,060,757)	(1,080,036)	(508,690)	5,737,306	1,583,618		
Cash flows from operating activities																
Depreciation/Amortization	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Public Funding Receivables	2,582,148	-	2,466,193	-	-	262,377	(2,398,857)	-	-	-	-	-	(6,545,032)	(3,633,170)		
Grants and Contributions Rec.	4,742	-	-	-	-	-	-	-	-	-	-	-	-	4,742		
Due To/From Related Parties	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Prepaid Expenses	16,528	-	-	-	-	-	-	-	-	-	-	-	-	16,528		
Other Assets	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Accounts Payable	98,637	-	-	-	-	-	-	-	-	-	-	-	807,726	906,362		
Accrued Expenses	(109,632)	-	-	-	-	-	-	-	-	-	-	-	-	(109,632)		
Other Liabilities	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Cash flows from investing activities																
Purchases of Prop. And Equip.	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Notes Receivable	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Cash flows from financing activities																
Proceeds from Factoring	284				5,915,437				7,394,296				-	13,310,017		
Payments on Factoring	-	(709,900)	(709,900)	(1,277,900)	(1,478,859)	(1,478,859)	(1,478,859)	(1,478,859)	(869,917)	(521,950)	(521,950)	(521,950)	-	(11,048,905)		
Proceeds from Debt	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Payments on Debt	-	-	(20,833)	(20,833)	(20,833)	(20,833)	(20,833)	-	-	-	-	-	-	(104,167)		
<b>Total Change in Cash</b>	<b>1,481,510</b>	<b>(1,102,204)</b>	<b>1,195,918</b>	<b>(1,125,909)</b>	<b>4,437,467</b>	<b>(814,987)</b>	<b>(3,530,044)</b>	<b>(1,148,052)</b>	<b>5,747,029</b>	<b>(1,582,708)</b>	<b>(1,601,987)</b>	<b>(1,030,641)</b>				
<b>Cash, Beginning of Month</b>	<b>3,062,014</b>	<b>4,543,524</b>	<b>3,441,319</b>	<b>4,637,237</b>	<b>3,511,329</b>	<b>7,948,796</b>	<b>7,133,809</b>	<b>3,603,765</b>	<b>2,455,713</b>	<b>8,202,742</b>	<b>6,620,034</b>	<b>5,018,047</b>				
<b>Cash, End of Month</b>	<b>4,543,524</b>	<b>3,441,319</b>	<b>4,637,237</b>	<b>3,511,329</b>	<b>7,948,796</b>	<b>7,133,809</b>	<b>3,603,765</b>	<b>2,455,713</b>	<b>8,202,742</b>	<b>6,620,034</b>	<b>5,018,047</b>	<b>3,987,407</b>				

Cert.	Instr.
48.7%	77.9%
1,949,195	(476,511)

Pupil:Teacher Ratio	
21.01	:1

Yosemite Valley Charter School

Budget vs Actual

For the period ended July 31, 2020

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Revenues							
State Aid - Revenue Limit							
LCFF State Aid	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,331,492
Education Protection Account	-	-	-	-	-	-	441,202
State Aid - Prior Year	6,076	-	6,076	6,076	-	6,076	-
In Lieu of Property Taxes	-	-	-	-	-	-	560,402
Total State Aid - Revenue Limit	6,076	-	6,076	6,076	-	6,076	20,333,097
Federal Revenue							
Special Education - Entitlement	-	-	-	-	-	-	275,751
Total Federal Revenue	-	-	-	-	-	-	275,751
Other State Revenue							
State Special Education	59,213	-	59,213	59,213	-	59,213	1,323,606
Mandated Cost	-	-	-	-	-	-	525,743
Total Other State Revenue	59,213	-	59,213	59,213	-	59,213	1,849,349
Total Revenues	\$ 65,289	\$ -	\$ 65,289	\$ 65,289	\$ -	\$ 65,289	\$ 22,458,197
Expenses							
Certificated Salaries							
Teachers' Salaries	\$ 463,215	\$ 513,924	\$ 50,709	\$ 463,215	\$ 513,924	\$ 50,709	\$ 6,167,091
Teachers' Extra Duty/Stipends	30,922	-	(30,922)	30,922	-	(30,922)	925,064
Pupil Support Salaries	35,792	27,317	(8,474)	35,792	27,317	(8,474)	327,809
Administrators' Salaries	9,167	10,895	1,728	9,167	10,895	1,728	130,740
Other Certificated Salaries	7,019	6,904	(115)	7,019	6,904	(115)	82,852
Total Certificated Salaries	546,115	559,041	12,926	546,115	559,041	12,926	7,633,555
Classified Salaries							
Instructional Salaries	15,756	14,219	(1,538)	15,756	14,219	(1,538)	170,625
Support Salaries	2,831	-	(2,831)	2,831	-	(2,831)	-
Supervisors' and Administrators' Salaries	11,475	9,938	(1,537)	11,475	9,938	(1,537)	119,250
Total Classified Salaries	30,062	24,156	(5,906)	30,062	24,156	(5,906)	289,875
Benefits							
State Teachers' Retirement System, certificated positions	86,289	102,864	16,574	86,289	102,864	16,574	1,404,574
OASDI/Medicare/Alternative, certificated positions	1,829	1,498	(331)	1,829	1,498	(331)	17,972
Medicare/Alternative, certificated positions	8,005	8,456	451	8,005	8,456	451	114,890
Health and Welfare Benefits, certificated positions	49,910	68,750	18,840	49,910	68,750	18,840	825,000
State Unemployment Insurance, certificated positions	6,501	2,818	(3,684)	6,501	2,818	(3,684)	56,350
Workers' Compensation Insurance, certificated positions	8,838	8,165	(673)	8,838	8,165	(673)	110,928
Other Benefits, certificated positions	-	640	640	-	640	640	8,696
Total Benefits	161,372	193,190	31,818	161,372	193,190	31,818	2,538,410
Books & Supplies							
School Supplies	150,907	107,862	(43,045)	150,907	107,862	(43,045)	1,870,819
Software	284	16,758	16,474	284	16,758	16,474	201,100
Office Expense	2,610	1,642	(969)	2,610	1,642	(969)	19,700
Business Meals	-	125	125	-	125	125	1,500
Noncapitalized Equipment	-	47,199	47,199	-	47,199	47,199	818,643
Total Books & Supplies	153,801	173,586	19,784	153,801	173,586	19,784	2,911,762
Subagreement Services							
Special Education	1,729	85,500	83,771	1,729	85,500	83,771	1,026,000
Other Educational Consultants	14,213	152,944	138,731	14,213	152,944	138,731	2,652,757
Instructional Services	105,229	98,255	(6,974)	105,229	98,255	(6,974)	1,179,055
Total Subagreement Services	121,171	336,699	215,528	121,171	336,699	215,528	4,857,812

Yosemite Valley Charter School

Budget vs Actual

For the period ended July 31, 2020

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Operations & Housekeeping							
Auto and Travel	-	1,050	1,050	-	1,050	1,050	12,600
Dues & Memberships	-	683	683	-	683	683	8,200
Insurance	13,289	10,908	(2,381)	13,289	10,908	(2,381)	130,900
Miscellaneous Expense	531	-	(531)	531	-	(531)	-
Total Operations & Housekeeping	13,820	12,642	(1,179)	13,820	12,642	(1,179)	151,700
Facilities, Repairs & Other Leases							
Additional Rent	-	83	83	-	83	83	1,000
Other Leases	-	233	233	-	233	233	2,800
Total Facilities, Repairs & Other Leases	-	317	317	-	317	317	3,800
Professional/Consulting Services							
IT	-	58	58	-	58	58	700
Audit & Taxes	-	-	-	-	-	-	6,300
Legal	-	3,208	3,208	-	3,208	3,208	38,500
Professional Development	3,100	2,975	(125)	3,100	2,975	(125)	35,700
General Consulting	-	5,442	5,442	-	5,442	5,442	65,300
Special Activities/Field Trips	36	7,700	7,664	36	7,700	7,664	133,546
Bank Charges	1,824	75	(1,749)	1,824	75	(1,749)	1,035
Other Taxes and Fees	4,581	408	(4,172)	4,581	408	(4,172)	5,635
Payroll Service Fee	-	1,234	1,234	-	1,234	1,234	14,806
Management Fee	140,305	131,006	(9,299)	140,305	131,006	(9,299)	1,572,074
District Oversight Fee	-	-	-	-	-	-	609,993
Public Relations/Recruitment	15	708	693	15	708	693	8,500
Total Professional/Consulting Services	149,860	152,815	2,955	149,860	152,815	2,955	2,492,089
Interest							
Interest Expense	284	239,227	238,943	284	239,227	238,943	459,603
Total Interest	284	239,227	238,943	284	239,227	238,943	459,603
Total Expenses	\$ 1,176,486	\$ 1,691,672	\$ 515,186	\$ 1,176,486	\$ 1,691,672	\$ 515,186	\$ 21,338,606
Change in Net Assets	(1,111,197)	(1,691,672)	580,475	(1,111,197)	(1,691,672)	580,475	1,119,591
Net Assets, Beginning of Period	3,154,611			3,154,611			
Net Assets, End of Period	\$ 2,043,414			\$ 2,043,414			

# Yosemite Valley Charter School

## Statement of Financial Position

July 31, 2020

	Current Balance	Beginning Year Balance	YTD Change	YTD % Change
<b>Assets</b>				
<b>Current Assets</b>				
Cash & Cash Equivalents	\$ 4,543,524	\$ 3,062,014	\$ 1,481,510	48%
Accounts Receivable	(8,316)	(3,574)	(4,742)	133%
Public Funding Receivable	632,135	3,214,283	(2,582,148)	-80%
Factored Receivables	(2,697,700)	(2,697,700)	-	0%
Due To/From Related Parties	759,462	759,462	-	0%
Prepaid Expenses	1,770,202	1,786,730	(16,528)	-1%
<b>Total Current Assets</b>	<b>4,999,308</b>	<b>6,121,215</b>	<b>(1,121,908)</b>	<b>-18%</b>
 <b>Total Assets</b>				
	<b>\$ 4,999,308</b>	<b>\$ 6,121,215</b>	<b>\$ (1,121,908)</b>	<b>-18%</b>
 <b>Liabilities</b>				
<b>Current Liabilities</b>				
Accounts Payable	\$ 210,129	\$ 111,492	\$ 98,637	88%
Accrued Liabilities	914,039	1,023,671	(109,632)	-11%
Notes Payable, Current Portion	172,326	172,326	-	0%
<b>Total Current Liabilities</b>	<b>1,296,494</b>	<b>1,307,489</b>	<b>(10,995)</b>	<b>-1%</b>
 <b>Long-Term Liabilities</b>				
Notes Payable, Net of Current Portion	1,659,399	1,659,115	284	0%
<b>Total Long-Term Liabilities</b>	<b>1,659,399</b>	<b>1,659,115</b>	<b>284</b>	<b>0%</b>
 <b>Total Liabilities</b>				
	<b>2,955,893</b>	<b>2,966,604</b>	<b>(10,711)</b>	<b>0%</b>
 <b>Total Net Assets</b>				
	<b>2,043,414</b>	<b>3,154,611</b>	<b>(1,111,197)</b>	<b>-35%</b>
 <b>Total Liabilities and Net Assets</b>				
	<b>\$ 4,999,308</b>	<b>\$ 6,121,215</b>	<b>\$ (1,121,908)</b>	<b>-18%</b>

## Yosemite Valley Charter School

### Statement of Cash Flows

For the period ended July 31, 2020

	Month Ended 07/31/20	YTD Ended 07/31/20
<b>Cash Flows from Operating Activities</b>		
Change in Net Assets	\$ (1,111,197)	\$ (1,111,197)
Adjustments to reconcile change in net assets to net cash flows from operating activities:		
Decrease/(Increase) in Operating Assets:		
Public Funding Receivable	2,582,148	2,582,148
Grants, Contributions & Pledges Receivable	4,742	4,742
Prepaid Expenses	16,528	16,528
(Decrease)/Increase in Operating Liabilities:		
Accounts Payable	98,637	98,637
Accrued Expenses	(109,632)	(109,632)
<b>Total Cash Flows from Operating Activities</b>	<b>1,481,226</b>	<b>1,481,226</b>
 <b>Cash Flows from Financing Activities</b>		
Proceeds from (payments on) Long-Term Debt	284	284
<b>Total Cash Flows from Financing Activities</b>	<b>284</b>	<b>284</b>
 Change in Cash & Cash Equivalents	1,481,510	1,481,510
Cash & Cash Equivalents, Beginning of Period	3,062,014	3,062,014
 <b>Cash and Cash Equivalents, End of Period</b>	<b>\$ 4,543,524</b>	<b>\$ 4,543,524</b>

## Yosemite Valley Charter School

### Check Register

For the period ended July 31, 2020

Check Number	Vendor Name	Check Date	Check Amount
10422	VOID	VOID	VOID
10423	VOID	VOID	VOID
10424	VOID	VOID	VOID
10425	Amazon Capital Services	7/1/2020	\$ 3,567.20
10426	VOID	VOID	VOID
10427	VOID	VOID	1.00
10428	Amazon Capital Services	7/1/2020	2,169.48
10429	Aspire Speech & Learning Center	7/1/2020	2,360.00
10430	Bitsbox	7/1/2020	101.85
10431	Brave Writer LLC	7/1/2020	33.85
10432	Brenda Myers	7/1/2020	678.00
10433	Brian Hammons Piano	7/1/2020	150.00
10434	C'est La Vie Arts	7/1/2020	600.00
10435	Causey Demgen & Moore P.C.	7/1/2020	625.00
10436	Drive Carmel	7/1/2020	480.00
10437	Elizabeth Tanguay	7/1/2020	1,200.00
10438	Erin Titone	7/1/2020	125.00
10439	Generation Genius, Inc.	7/1/2020	95.00
10440	Growing Healthy Children Therapy Services, Inc.	7/1/2020	383.00
10441	Haynes Family of Programs	7/1/2020	240.00
10442	Home Science Tools	7/1/2020	269.05
10443	Jessica Cromar	7/1/2020	60.00
10444	Katherine Frame Coleman	7/1/2020	4.60
10445	Ken McCoy Photography	7/1/2020	180.00
10446	KiwiCo, Inc	7/1/2020	1,054.68
10447	Kumon Center of Clovis	7/1/2020	960.00
10448	Live Online Math	7/1/2020	550.00
10449	Lynn Herman	7/1/2020	407.50
10450	Macy Corby	7/1/2020	31.65
10451	Math-U-See Inc.	7/1/2020	621.00
10452	Modesto Academy of Music & Design	7/1/2020	1,530.00
10453	Moving Beyond the Page	7/1/2020	42.92
10454	Next Level Homeschool	7/1/2020	675.00
10455	Outschool, Inc.	7/1/2020	457.00
10456	Professional Tutors of America Inc.	7/1/2020	80.00
10457	VOID	VOID	VOID
10458	VOID	VOID	VOID
10459	VOID	VOID	VOID
10460	Rainbow Resource Center	7/1/2020	10,490.40
10461	Rich Oliver Racing, Inc.	7/1/2020	499.00
10462	Richard Koogler	7/1/2020	9.15
10463	Sharla Deaton	7/1/2020	63.30
10464	Specialized Therapy Services, Inc	7/1/2020	499.00
10465	Teacher Synergy, LLC	7/1/2020	834.47
10466	Teaching Textbooks	7/1/2020	989.27
10467	The Talk Team	7/1/2020	9,378.75
10468	Think Outside, LLC	7/1/2020	1,324.05
10469	Tutoring Club	7/1/2020	2,480.00
10470	Will Aylsworth	7/1/2020	138.00
10471	Hands 4 Building, LLC	7/6/2020	137.99
10472	Hooked on Phonics	7/7/2020	313.11
10473	Oak Meadow Inc.	7/9/2020	984.00
10474	VOID	VOID	VOID
10475	VOID	VOID	VOID
10476	VOID	VOID	VOID
10477	Amazon Capital Services	7/10/2020	3,277.10



## Yosemite Valley Charter School

### Check Register

For the period ended July 31, 2020

Check Number	Vendor Name	Check Date	Check Amount
10478	VOID	VOID	VOID
10479	VOID	VOID	VOID
10480	VOID	VOID	VOID
10481	Amazon Capital Services	7/10/2020	3,738.97
10482	VOID	VOID	VOID
10483	VOID	VOID	VOID
10484	Amazon Capital Services	7/10/2020	2,048.80
10485	Alison Weidenheimer	7/10/2020	160.00
10486	All About Learning Press, Inc.	7/10/2020	112.11
10487	America's Kids in Motion	7/10/2020	3,738.00
10488	Angela Van Appelen	7/10/2020	364.00
10489	ASU Preparatory Academy	7/10/2020	700.00
10490	Beautiful Feet Books, Inc.	7/10/2020	2,870.41
10491	Benjamin Napoles	7/10/2020	250.00
10492	BookShark	7/10/2020	1,112.62
10493	Braille Abilities, LLC	7/10/2020	1,199.25
10494	Braille Consultants, Inc.	7/10/2020	1,500.00
10495	Brooke Bell	7/10/2020	8.80
10496	Building Young Leaders	7/10/2020	774.00
10497	Charlene Perry	7/10/2020	80.00
10498	Code Ninjas	7/10/2020	250.00
10499	Crafty School Crates	7/10/2020	99.84
10500	Cullinan Education Center, Inc.	7/10/2020	183.75
10501	Day's Karate School	7/10/2020	500.00
10502	Discount School Supply	7/10/2020	78.91
10503	Educational Development Corporation	7/10/2020	2,266.12
10504	Educational Professionals of Central California LLC	7/10/2020	1,500.00
10505	eDynamic Learning	7/10/2020	340.00
10506	Elemental Science	7/10/2020	98.54
10507	GL Kenpo	7/10/2020	450.00
10508	Goodfellow Occupational Therapy, Inc.	7/10/2020	4,097.50
10509	Gravitas Publications, Inc.	7/10/2020	180.04
10510	Guido's Martial Arts Academy	7/10/2020	318.00
10511	History Unboxed LLC	7/10/2020	66.10
10512	Home Science Tools	7/10/2020	24.45
10513	Inspyr Arts	7/10/2020	125.00
10514	Institute for Excellence in Writing	7/10/2020	2,467.58
10515	Jerre Reis	7/10/2020	120.00
10516	Kevin Freeman	7/10/2020	400.00
10517	VOID	VOID	VOID
10518	KiwiCo, Inc	7/10/2020	3,208.04
10519	Learning Without Tears	7/10/2020	192.50
10520	LEGO Education	7/10/2020	1,269.90
10521	Little Passports	7/10/2020	1,476.30
10522	Little Surf Co.	7/10/2020	2,792.50
10523	Logic of English	7/10/2020	464.14
10524	Math-U-See Inc.	7/10/2020	2,391.00
10525	Math-U-See Inc.	7/10/2020	1,362.00
10526	McColgan & Associates Inc.	7/10/2020	4,273.30
10527	Melanie Suderman Sweet	7/10/2020	300.00
10528	Melinda Buletti	7/10/2020	42.36
10529	Melodie Lewis	7/10/2020	75.00
10530	Merced Academy of Dance	7/10/2020	50.00
10531	Monterey Bay Taekwondo Academy	7/10/2020	256.50
10532	Moving Beyond the Page	7/10/2020	21.99
10533	MoxieBox Art	7/10/2020	96.36

## Yosemite Valley Charter School

### Check Register

For the period ended July 31, 2020

Check Number	Vendor Name	Check Date	Check Amount
10534	Neil Boyer	7/10/2020	140.00
10535	Outschool, Inc.	7/10/2020	445.00
10536	Piano Lessons with Kim Schapansky	7/10/2020	200.00
10537	PresenceLearning, Inc.	7/10/2020	85.00
10538	Rachel Kreider	7/10/2020	540.00
10539	Rainbow Resource Center	7/10/2020	865.96
10540	Rayford Shorin-Ryu	7/10/2020	130.00
10541	SAM Academy	7/10/2020	98.00
10542	Sebastian Carnazzo	7/10/2020	375.00
10543	Singapore Math, Inc.	7/10/2020	110.64
10544	Starfall Education Foundation	7/10/2020	35.00
10545	Steinway Piano Gallery of Fresno	7/10/2020	1,064.50
10546	Studies Weekly	7/10/2020	129.82
10547	Supercharged Science	7/10/2020	782.16
10548	TalkBox.Mom	7/10/2020	363.65
10549	Teacher Synergy, LLC	7/10/2020	1,281.87
10550	Teaching Textbooks	7/10/2020	185.09
10551	The Critical Thinking Co.	7/10/2020	214.44
10552	The Regents of The University of California Cashier's Office	7/10/2020	83.75
10553	VOID	VOID	VOID
10554	The Talk Team	7/10/2020	7,228.75
10555	Tina M. Carter	7/10/2020	1,890.00
10556	United Conservatory of Music	7/10/2020	300.00
10557	Warrior Fitness	7/10/2020	279.00
10558	Will Aylsworth	7/10/2020	768.00
10559	Williamsburg Learning	7/10/2020	1,725.00
10560	WriteShop	7/10/2020	59.90
10561	Zaner-Bloser, Inc.	7/10/2020	17.99
10562	Dance Explosion	7/13/2020	240.00
10563	Academy of Creative Education	7/16/2020	1,200.00
10564	Access Speech Therapy Inc.	7/16/2020	15.00
10565	Amazon Capital Services	7/16/2020	722.95
10566	Braille Abilities, LLC	7/16/2020	789.75
10567	Building Young Leaders	7/16/2020	1,800.00
10568	Charter's Choice Educational Services	7/16/2020	350.00
10569	Cullinan Education Center, Inc.	7/16/2020	245.00
10570	Eurgubian Academic Center Inc	7/16/2020	1,045.00
10571	Kevin Freeman	7/16/2020	577.68
10572	Brian Hammons Piano	7/16/2020	670.00
10573	Susan Hancock	7/16/2020	4,764.00
10574	Imm3rse.in	7/16/2020	2,100.00
10575	VOID	VOID	VOID
10576	Provenance	7/16/2020	46,700.46
10577	Jostens	7/16/2020	843.04
10578	KiwiCo, Inc	7/16/2020	97.12
10579	Little Passports	7/16/2020	109.81
10580	PresenceLearning, Inc.	7/16/2020	2,400.96
10581	Procopio, Cory, Hargreaves & Savitch LLP	7/16/2020	4,287.66
10582	Rainbow Resource Center	7/16/2020	554.48
10583	School Pathways, LLC	7/16/2020	7,115.23
10584	Sew Outside the Box	7/16/2020	55.84
10585	ShillerLearning	7/16/2020	1,109.25
10586	Marti Stevens	7/16/2020	850.00
10587	The Critical Thinking Co.	7/16/2020	4.00
10588	Sandy Torosian	7/16/2020	210.00
10589	Typecraft, Inc.	7/16/2020	127.53



## Yosemite Valley Charter School

### Check Register

For the period ended July 31, 2020

Check Number	Vendor Name	Check Date	Check Amount
10590	Verizon Wireless	7/16/2020	872.94
10591	Wilkinson Hadley King & Co. LLP	7/16/2020	900.00
10592	Marnie Young	7/16/2020	1,401.25
10593	Professional Tutors of America Inc.	7/17/2020	80.00
10594	Benjamin Napoles	7/21/2020	475.00
10595	Dance Explosion	7/23/2020	120.00
10596	VOID	VOID	VOID
10597	Provenance	7/23/2020	109,636.91
10598	C'est La Vie Arts	7/24/2020	1,560.00
10599	Michailia R. Massong	7/24/2020	270.00
10600	Bright Solutions For Dyslexia, Inc.	7/27/2020	408.65
10601	Aldrich Services	7/29/2020	180.00
10602	All About Learning Press, Inc.	7/29/2020	238.79
10603	Allard's Art Inc.	7/29/2020	88.00
10604	VOID	VOID	VOID
10605	Amazon Capital Services	7/29/2020	640.28
10606	Ashley Tarter	7/29/2020	500.00
10607	Beautiful Feet Books, Inc.	7/29/2020	266.16
10608	BookShark	7/29/2020	1,140.29
10609	Brave Writer LLC	7/29/2020	1,137.80
10610	Brian Hammons Piano	7/29/2020	300.50
10611	Building Young Leaders	7/29/2020	265.00
10612	California Arts Academy	7/29/2020	775.00
10613	Charter Impact, Inc.	7/29/2020	35,123.04
10614	Cindy Billings	7/29/2020	1,025.00
10615	Dance Explosion	7/29/2020	275.00
10616	Department of Labor & Industries	7/29/2020	163.96
10617	Evan-Moor	7/29/2020	30.20
10618	History Unboxed LLC	7/29/2020	123.56
10619	Hooked on Phonics	7/29/2020	312.46
10620	KiwiCo, Inc	7/29/2020	346.98
10621	Kumon Center of Clovis	7/29/2020	240.00
10622	Learning Ally	7/29/2020	3,956.76
10623	Marti Stevens	7/29/2020	215.00
10624	Mathnasium of North Fresno	7/29/2020	190.00
10625	McColgan & Associates Inc.	7/29/2020	375.00
10626	Melissa Bogle	7/29/2020	2,650.00
10627	Moving Beyond the Page	7/29/2020	18.30
10628	Nessy Learning LLC	7/29/2020	32.00
10629	Outschool, Inc.	7/29/2020	125.00
10630	Pride Learning Co	7/29/2020	600.00
10631	Provenance	7/29/2020	54,402.70
10632	Rainbow Resource Center	7/29/2020	86.15
10633	SAM Academy	7/29/2020	28.00
10634	Signing Online	7/29/2020	150.00
10635	Singapore Math, Inc.	7/29/2020	249.99
10636	Specialized Therapy Services, Inc	7/29/2020	624.75
10637	Teacher Synergy, LLC	7/29/2020	139.22
10638	The Critical Thinking Co.	7/29/2020	158.93
10639	Timberdoodle.com	7/29/2020	1,801.73
10640	VocabularySpellingCity	7/29/2020	34.95
10641	Well Trained Mind Academy	7/29/2020	735.00
10642	MEL Science U.S. LLC	7/30/2020	3,059.40
10643	Fresno County Office of Education	7/31/2020	138,474.05
10644	Fresno County Office of Education	7/31/2020	490.00
ACH	Provenance	7/23/2020	<u>210,457.90</u>

Yosemite Valley Charter School

Check Register

For the period ended July 31, 2020

Check Number	Vendor Name	Check Date	Check Amount
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Total Disbursements Issued in July \$ 777,979.93

# Yosemite Valley Charter School

## Accounts Payable Aging

July 31, 2020

Vendor Name	Invoice/Credit Number	Invoice Date	Date Due	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Total
Activities for Learning Inc.	379340	12/24/2019	1/23/2020	\$ -	\$ -	\$ -	\$ -	\$ 12	\$ 12
Bright Solutions For Dyslexia, Inc.	88-82239	12/31/2019	1/30/2020	-	-	-	-	103	103
Tri-Ling Kids	2020.3	1/21/2020	2/20/2020	-	-	-	-	550	550
Dance Explosion	23081	3/1/2020	3/1/2020	-	-	-	-	155	155
ShillerLearning	266341	2/29/2020	3/30/2020	-	-	-	-	124	124
Harley Boyer	White	3/30/2020	4/6/2020	-	-	-	-	(280)	(280)
Outschool, Inc.	13799	3/9/2020	4/8/2020	-	-	-	-	120	120
California Arts Academy	1814	3/31/2020	4/30/2020	-	-	-	-	325	325
California Arts Academy	1815	3/31/2020	4/30/2020	-	-	-	-	325	325
Dance Explosion	23299	5/1/2020	5/1/2020	-	-	-	-	155	155
Amazon Capital Services	1PJ7-Q1VR-3JHY	4/20/2020	5/20/2020	-	-	-	97	-	97
Brave Writer LLC	98036093	6/27/2020	6/27/2020	-	-	239	-	-	239
Brave Writer LLC	98136094	6/27/2020	6/27/2020	-	-	218	-	-	218
CrossFit ValleyView	81623-C001-YVS	6/1/2020	7/1/2020	-	69	-	-	-	69
CM School Supply #2	24335	6/4/2020	7/4/2020	-	(87)	-	-	-	(87)
The Lampo Group, LLC	8597662	7/15/2020	7/15/2020	-	137	-	-	-	137
CheerForce Central Valley	1	6/18/2020	7/18/2020	-	(396)	-	-	-	(396)
Lotus Educational Services, Inc.	1571	6/4/2020	7/19/2020	-	3,283	-	-	-	3,283
BookShark	31007070	6/22/2020	7/22/2020	-	465	-	-	-	465
Blue Learning	SINV1489	6/22/2020	7/22/2020	-	200	-	-	-	200
Amazon Capital Services	1NQ1-RT4Y-4CQM	6/22/2020	7/22/2020	-	93	-	-	-	93
Outschool, Inc.	20003	6/22/2020	7/22/2020	-	109	-	-	-	109
Outschool, Inc.	20004	6/22/2020	7/22/2020	-	109	-	-	-	109
Rainbow Resource Center	2977587	6/22/2020	7/22/2020	-	159	-	-	-	159
Rainbow Resource Center	2977588	6/22/2020	7/22/2020	-	208	-	-	-	208
Rainbow Resource Center	2977589	6/22/2020	7/22/2020	-	223	-	-	-	223
Rainbow Resource Center	2977590	6/22/2020	7/22/2020	-	426	-	-	-	426
Rainbow Resource Center	2977888	6/22/2020	7/22/2020	-	165	-	-	-	165
Rainbow Resource Center	2977893	6/22/2020	7/22/2020	-	165	-	-	-	165
Rainbow Resource Center	2977898	6/22/2020	7/22/2020	-	151	-	-	-	151
Rainbow Resource Center	2978315	6/22/2020	7/22/2020	-	449	-	-	-	449
All About Learning Press, Inc.	902816	6/22/2020	7/22/2020	-	156	-	-	-	156
Verizon Wireless	9857189851	6/22/2020	7/22/2020	-	570	-	-	-	570
Wieser Educational	92447	6/22/2020	7/22/2020	-	184	-	-	-	184
Amazon Capital Services	17JL-7HDH-43LD	6/22/2020	7/22/2020	-	61	-	-	-	61
Educational Development Corporation	DIR6376728	6/23/2020	7/23/2020	-	58	-	-	-	58
eDynamic Learning	20-2108	6/23/2020	7/23/2020	-	85	-	-	-	85
All About Learning Press, Inc.	902820	6/23/2020	7/23/2020	-	682	-	-	-	682
Rainbow Resource Center	2978861	6/23/2020	7/23/2020	-	198	-	-	-	198
Rainbow Resource Center	2979333	6/23/2020	7/23/2020	-	255	-	-	-	255
California Arts Academy	1940	6/23/2020	7/23/2020	-	329	-	-	-	329
Orrick, Herrington & Sutcliffe LLP	1880278	6/23/2020	7/23/2020	-	4,000	-	-	-	4,000
Rainbow Resource Center	2911561	6/23/2020	7/23/2020	-	54	-	-	-	54
Rainbow Resource Center	2912051	6/23/2020	7/23/2020	-	120	-	-	-	120
Rachel Robbins	1910	6/23/2020	7/23/2020	-	240	-	-	-	240

# Yosemite Valley Charter School

## Accounts Payable Aging

July 31, 2020

Vendor Name	Invoice/Credit Number	Invoice Date	Date Due	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Total
Amazon Capital Services	1P7J-GGHX-CFYW	6/23/2020	7/23/2020	-	36	-	-	-	36
Lori Pope	Crownover4	6/23/2020	7/23/2020	-	200	-	-	-	200
MEL Science U.S. LLC	EL2020062304	6/23/2020	7/23/2020	-	100	-	-	-	100
Institute for Excellence in Writing	672642	6/24/2020	7/24/2020	-	81	-	-	-	81
Rainbow Resource Center	2914170	6/24/2020	7/24/2020	-	130	-	-	-	130
Rainbow Resource Center	2914182	6/24/2020	7/24/2020	-	272	-	-	-	272
Rainbow Resource Center	2914185	6/24/2020	7/24/2020	-	31	-	-	-	31
Rainbow Resource Center	2914198	6/24/2020	7/24/2020	-	102	-	-	-	102
Rainbow Resource Center	2914205	6/24/2020	7/24/2020	-	103	-	-	-	103
Rainbow Resource Center	2914215	6/24/2020	7/24/2020	-	193	-	-	-	193
Rainbow Resource Center	2914232	6/24/2020	7/24/2020	-	153	-	-	-	153
Rainbow Resource Center	2914238	6/24/2020	7/24/2020	-	160	-	-	-	160
Rainbow Resource Center	2914246	6/24/2020	7/24/2020	-	181	-	-	-	181
Rainbow Resource Center	2916725	6/24/2020	7/24/2020	-	11	-	-	-	11
Rainbow Resource Center	2917006	6/24/2020	7/24/2020	-	44	-	-	-	44
Rainbow Resource Center	2917035	6/24/2020	7/24/2020	-	133	-	-	-	133
Rainbow Resource Center	2917036	6/24/2020	7/24/2020	-	95	-	-	-	95
Rainbow Resource Center	2917041	6/24/2020	7/24/2020	-	74	-	-	-	74
Rainbow Resource Center	2917677	6/24/2020	7/24/2020	-	32	-	-	-	32
Rainbow Resource Center	2917691	6/24/2020	7/24/2020	-	170	-	-	-	170
Moving Beyond the Page	214517	6/24/2020	7/24/2020	-	14	-	-	-	14
Moving Beyond the Page	214556	6/24/2020	7/24/2020	-	16	-	-	-	16
Mystery Science Inc.	87803	7/24/2020	7/24/2020	-	69	-	-	-	69
Rainbow Resource Center	2980578	6/24/2020	7/24/2020	-	223	-	-	-	223
Rainbow Resource Center	2981024	6/24/2020	7/24/2020	-	240	-	-	-	240
Rainbow Resource Center	2981055	6/24/2020	7/24/2020	-	198	-	-	-	198
Rainbow Resource Center	2981425	6/24/2020	7/24/2020	-	175	-	-	-	175
Rainbow Resource Center	2981465	6/24/2020	7/24/2020	-	688	-	-	-	688
Susan Hancock	52	7/17/2020	7/24/2020	-	960	-	-	-	960
Susan Hancock	53	7/17/2020	7/24/2020	-	630	-	-	-	630
Academics in a Box Incorporated	9476	6/24/2020	7/24/2020	-	299	-	-	-	299
Activities for Learning Inc.	380421	6/24/2020	7/24/2020	-	43	-	-	-	43
Activities for Learning Inc.	380422	6/24/2020	7/24/2020	-	100	-	-	-	100
Thinkwell Corporation	204317	6/24/2020	7/24/2020	-	125	-	-	-	125
Teaching Textbooks	28140	6/24/2020	7/24/2020	-	55	-	-	-	55
Teaching Textbooks	28143	6/24/2020	7/24/2020	-	43	-	-	-	43
Teaching Textbooks	28144	6/24/2020	7/24/2020	-	43	-	-	-	43
Teaching Textbooks	28145	6/24/2020	7/24/2020	-	43	-	-	-	43
Teaching Textbooks	28146	6/24/2020	7/24/2020	-	43	-	-	-	43
EMH Sports USA, Inc.	3576-384909-6	6/24/2020	7/24/2020	-	420	-	-	-	420
eat2explore	100731	6/24/2020	7/24/2020	-	30	-	-	-	30
Allard's Art Inc.	193799	6/25/2020	7/25/2020	-	61	-	-	-	61
Allard's Art Inc.	193802	6/25/2020	7/25/2020	-	30	-	-	-	30
Allard's Art Inc.	193803	6/25/2020	7/25/2020	-	30	-	-	-	30
Allard's Art Inc.	193805	6/25/2020	7/25/2020	-	30	-	-	-	30
Allard's Art Inc.	193806	6/25/2020	7/25/2020	-	40	-	-	-	40

# Yosemite Valley Charter School

## Accounts Payable Aging

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Vendor Name	Invoice/Credit Number	Invoice Date	Date Due	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Total
Allard's Art Inc.	193807	6/25/2020	7/25/2020	-	49	-	-	-	49
Allard's Art Inc.	193812	6/25/2020	7/25/2020	-	70	-	-	-	70
Allard's Art Inc.	193813	6/25/2020	7/25/2020	-	49	-	-	-	49
Singapore Math, Inc.	352570	6/25/2020	7/25/2020	-	79	-	-	-	79
Rainbow Resource Center	2981602	6/25/2020	7/25/2020	-	214	-	-	-	214
Rainbow Resource Center	2981924	6/25/2020	7/25/2020	-	35	-	-	-	35
Rainbow Resource Center	2982234	6/25/2020	7/25/2020	-	396	-	-	-	396
California Arts Academy	1951	6/25/2020	7/25/2020	-	240	-	-	-	240
California Arts Academy	1952	6/25/2020	7/25/2020	-	286	-	-	-	286
California Arts Academy	1953	6/25/2020	7/25/2020	-	286	-	-	-	286
California Arts Academy	1954	6/25/2020	7/25/2020	-	286	-	-	-	286
Rainbow Resource Center	2918014	6/25/2020	7/25/2020	-	145	-	-	-	145
Rainbow Resource Center	2918028	6/25/2020	7/25/2020	-	428	-	-	-	428
Rainbow Resource Center	2918037	6/25/2020	7/25/2020	-	29	-	-	-	29
Rainbow Resource Center	2918219	6/25/2020	7/25/2020	-	225	-	-	-	225
Rainbow Resource Center	2918220	6/25/2020	7/25/2020	-	161	-	-	-	161
Rainbow Resource Center	2918811	6/25/2020	7/25/2020	-	291	-	-	-	291
Rainbow Resource Center	2918813	6/25/2020	7/25/2020	-	23	-	-	-	23
Rainbow Resource Center	2918814	6/25/2020	7/25/2020	-	23	-	-	-	23
Rainbow Resource Center	2920257	6/25/2020	7/25/2020	-	64	-	-	-	64
Omni Learning Center	1204	6/25/2020	7/25/2020	-	640	-	-	-	640
PRN Nursing Consultants LLC	200095	6/25/2020	7/25/2020	-	225	-	-	-	225
Bobby Griffin	141	6/25/2020	7/25/2020	-	390	-	-	-	390
MEL Science U.S. LLC	JY2020062501	6/25/2020	7/25/2020	-	314	-	-	-	314
Kitchen Kid, LLC	4400710	6/25/2020	7/25/2020	-	79	-	-	-	79
Kitchen Kid, LLC	440071507	6/25/2020	7/25/2020	-	145	-	-	-	145
Kitchen Kid, LLC	440076	6/25/2020	7/25/2020	-	79	-	-	-	79
Jessica Pyne	InspireJun2020	6/25/2020	7/25/2020	-	60	-	-	-	60
Hooked on Phonics	HOP1098	6/25/2020	7/25/2020	-	314	-	-	-	314
Kitchen Stewardship LLC	242	6/26/2020	7/26/2020	-	150	-	-	-	150
Institute for Excellence in Writing	672760	6/26/2020	7/26/2020	-	66	-	-	-	66
Institute for Excellence in Writing	672790	6/26/2020	7/26/2020	-	92	-	-	-	92
Institute for Excellence in Writing	673038	6/26/2020	7/26/2020	-	37	-	-	-	37
Brenda Myers	32	6/26/2020	7/26/2020	-	80	-	-	-	80
Brenda Myers	33	6/26/2020	7/26/2020	-	75	-	-	-	75
Rainbow Resource Center	2926225	6/26/2020	7/26/2020	-	50	-	-	-	50
Rainbow Resource Center	2927075	6/26/2020	7/26/2020	-	64	-	-	-	64
Peace Hill Press, Inc. dba Well Trained I	52365	6/26/2020	7/26/2020	-	86	-	-	-	86
Rainbow Resource Center	2925931	6/26/2020	7/26/2020	-	359	-	-	-	359
Rainbow Resource Center	2925963	6/26/2020	7/26/2020	-	101	-	-	-	101
California Arts Academy	1957	6/26/2020	7/26/2020	-	350	-	-	-	350
California Arts Academy	1958	6/26/2020	7/26/2020	-	320	-	-	-	320
California Arts Academy	1959	6/26/2020	7/26/2020	-	295	-	-	-	295
Rainbow Resource Center	2983060	6/26/2020	7/26/2020	-	1,144	-	-	-	1,144
Rainbow Resource Center	2983420	6/26/2020	7/26/2020	-	15	-	-	-	15
All About Learning Press, Inc.	902845	6/26/2020	7/26/2020	-	123	-	-	-	123

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All About Learning Press, Inc.	902846	6/26/2020	7/26/2020	-	75	-	-	-	75
All About Learning Press, Inc.	902847	6/26/2020	7/26/2020	-	26	-	-	-	26
All About Learning Press, Inc.	902848	6/26/2020	7/26/2020	-	56	-	-	-	56
All About Learning Press, Inc.	902850	6/26/2020	7/26/2020	-	242	-	-	-	242
All About Learning Press, Inc.	902851	6/26/2020	7/26/2020	-	156	-	-	-	156
Educational Development Corporation	DIR6454155	6/26/2020	7/26/2020	-	132	-	-	-	132
Educational Development Corporation	DIR6454156	6/26/2020	7/26/2020	-	74	-	-	-	74
Yuliya Hess	511	6/27/2020	7/27/2020	-	550	-	-	-	550
Yuliya Hess	512	6/27/2020	7/27/2020	-	360	-	-	-	360
Yuliya Hess	513	6/27/2020	7/27/2020	-	225	-	-	-	225
Susan Hancock	54	7/20/2020	7/27/2020	-	500	-	-	-	500
C'est La Vie Arts	43	6/28/2020	7/28/2020	-	140	-	-	-	140
Educational Development Corporation	DIR6454178	6/28/2020	7/28/2020	-	283	-	-	-	283
Educational Development Corporation	DIR6454171	6/28/2020	7/28/2020	-	60	-	-	-	60
Educational Development Corporation	DIR6454172	6/28/2020	7/28/2020	-	46	-	-	-	46
Educational Development Corporation	DIR6454173	6/28/2020	7/28/2020	-	97	-	-	-	97
Educational Development Corporation	DIR6454154	6/28/2020	7/28/2020	-	80	-	-	-	80
Crafty School Crates	17795	6/29/2020	7/29/2020	-	91	-	-	-	91
Educational Development Corporation	DIR6454174	6/29/2020	7/29/2020	-	78	-	-	-	78
Educational Development Corporation	DIR6454175	6/29/2020	7/29/2020	-	49	-	-	-	49
Educational Development Corporation	DIR6454176	6/29/2020	7/29/2020	-	179	-	-	-	179
Educational Development Corporation	DIR6454177	6/29/2020	7/29/2020	-	79	-	-	-	79
Educational Development Corporation	DIR6454170	6/29/2020	7/29/2020	-	79	-	-	-	79
Global Teletherapy	3666	6/29/2020	7/29/2020	-	27,766	-	-	-	27,766
Home Science Tools	1023398A	6/29/2020	7/29/2020	-	48	-	-	-	48
Home Science Tools	1023399A	6/29/2020	7/29/2020	-	287	-	-	-	287
Home Science Tools	1023400A	6/29/2020	7/29/2020	-	357	-	-	-	357
Home Science Tools	1023401A	6/29/2020	7/29/2020	-	57	-	-	-	57
Home Science Tools	1023402A	6/29/2020	7/29/2020	-	57	-	-	-	57
Amazon Capital Services	1KMT-YFN7-DG3Q	6/29/2020	7/29/2020	-	(18)	-	-	-	(18)
The Critical Thinking Co.	145792	6/29/2020	7/29/2020	-	277	-	-	-	277
The Dance Company	10122020	6/29/2020	7/29/2020	-	500	-	-	-	500
Oak Meadow Inc.	102920	6/29/2020	7/29/2020	-	545	-	-	-	545
Moving Beyond the Page	214648	6/29/2020	7/29/2020	-	143	-	-	-	143
Moving Beyond the Page	214690	6/29/2020	7/29/2020	-	316	-	-	-	316
Nancy Casari Dayton	202004_YVS	6/29/2020	7/29/2020	-	450	-	-	-	450
Outschool, Inc.	20015	6/29/2020	7/29/2020	-	15	-	-	-	15
Outschool, Inc.	20016	6/29/2020	7/29/2020	-	15	-	-	-	15
Outschool, Inc.	20017	6/29/2020	7/29/2020	-	15	-	-	-	15
Outschool, Inc.	20018	6/29/2020	7/29/2020	-	75	-	-	-	75
Outschool, Inc.	20019	6/29/2020	7/29/2020	-	30	-	-	-	30
Outschool, Inc.	20020	6/29/2020	7/29/2020	-	125	-	-	-	125
Outschool, Inc.	20021	6/29/2020	7/29/2020	-	30	-	-	-	30
Outschool, Inc.	20022	6/29/2020	7/29/2020	-	125	-	-	-	125
Outschool, Inc.	20023	6/29/2020	7/29/2020	-	150	-	-	-	150
Rainbow Resource Center	2933155	6/29/2020	7/29/2020	-	62	-	-	-	62



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Rainbow Resource Center	2933429	6/29/2020	7/29/2020	-	212	-	-	-	212
Rainbow Resource Center	2933439	6/29/2020	7/29/2020	-	211	-	-	-	211
Rainbow Resource Center	2935058	6/30/2020	7/30/2020	-	114	-	-	-	114
Nicole Medeiros	45	6/30/2020	7/30/2020	-	391	-	-	-	391
Pacific Grove Art Center	201852	6/30/2020	7/30/2020	-	170	-	-	-	170
Pacific Grove Art Center	201853	6/30/2020	7/30/2020	-	170	-	-	-	170
Aspire Speech & Learning Center	063020BraNi	6/30/2020	7/30/2020	-	300	-	-	-	300
Aspire Speech & Learning Center	063020GrRid	6/30/2020	7/30/2020	-	2,550	-	-	-	2,550
Aspire Speech & Learning Center	063020J.Gua	6/30/2020	7/30/2020	-	180	-	-	-	180
Aspire Speech & Learning Center	063020JoMil	6/30/2020	7/30/2020	-	200	-	-	-	200
Aspire Speech & Learning Center	063020JoRon	6/30/2020	7/30/2020	-	300	-	-	-	300
Aspire Speech & Learning Center	063020KadSp	6/30/2020	7/30/2020	-	320	-	-	-	320
Aspire Speech & Learning Center	063020MiEsp	6/30/2020	7/30/2020	-	300	-	-	-	300
Aspire Speech & Learning Center	063020NaMil	6/30/2020	7/30/2020	-	200	-	-	-	200
Aspire Speech & Learning Center	063020PauFi	6/30/2020	7/30/2020	-	240	-	-	-	240
Aspire Speech & Learning Center	063020StBal	6/30/2020	7/30/2020	-	300	-	-	-	300
Aspire Speech & Learning Center	063020WyJar	6/30/2020	7/30/2020	-	150	-	-	-	150
Beautiful Feet Books, Inc.	12152	6/30/2020	7/30/2020	-	253	-	-	-	253
Marnie Young	Y0009	6/30/2020	7/30/2020	-	950	-	-	-	950
Lab Rat Academy	303	6/30/2020	7/30/2020	-	1,125	-	-	-	1,125
Little Passports	112908588	6/30/2020	7/30/2020	-	207	-	-	-	207
Little Passports	112908590	6/30/2020	7/30/2020	-	162	-	-	-	162
Little Passports	112908595	6/30/2020	7/30/2020	-	226	-	-	-	226
Little Passports	112908602	6/30/2020	7/30/2020	-	226	-	-	-	226
Little Passports	112908606	6/30/2020	7/30/2020	-	111	-	-	-	111
Little Passports	112908608	6/30/2020	7/30/2020	-	233	-	-	-	233
Academy of Creative Education	152-YVS	6/30/2020	7/30/2020	-	350	-	-	-	350
Teaching Textbooks	28166	6/30/2020	7/30/2020	-	43	-	-	-	43
Teaching Textbooks	28168	6/30/2020	7/30/2020	-	43	-	-	-	43
Teaching Textbooks	28189	6/30/2020	7/30/2020	-	57	-	-	-	57
Teaching Textbooks	28191	6/30/2020	7/30/2020	-	63	-	-	-	63
Teaching Textbooks	28192	6/30/2020	7/30/2020	-	63	-	-	-	63
Teaching Textbooks	28195	6/30/2020	7/30/2020	-	57	-	-	-	57
Teaching Textbooks	28197	6/30/2020	7/30/2020	-	56	-	-	-	56
School Pathways, LLC	65228	6/30/2020	7/30/2020	-	6,121	-	-	-	6,121
SpectorDance	260	6/30/2020	7/30/2020	-	100	-	-	-	100
California Arts Academy	1963	6/30/2020	7/30/2020	-	268	-	-	-	268
California Arts Academy	1964	6/30/2020	7/30/2020	-	268	-	-	-	268
California Arts Academy	1968	6/30/2020	7/30/2020	-	130	-	-	-	130
Amazon Capital Services	1HWT-VFWJ-1T4R	6/30/2020	7/30/2020	-	13	-	-	-	13
Elizabeth Tanguay	006	6/30/2020	7/30/2020	-	700	-	-	-	700
Cullinan Education Center, Inc.	20272	6/30/2020	7/30/2020	-	490	-	-	-	490
Craig Daniel	200630	6/30/2020	7/30/2020	-	350	-	-	-	350
Daniel Davies	10	7/1/2020	7/31/2020	480	-	-	-	-	480
Deborah Lemen Acting Studio	00018	7/1/2020	7/31/2020	265	-	-	-	-	265
Deborah Lemen Acting Studio	00019	7/1/2020	7/31/2020	800	-	-	-	-	800

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Code Ninjas	2020-227335	7/1/2020	7/31/2020	149	-	-	-	-	149
Code Ninjas	2020-227337	7/1/2020	7/31/2020	149	-	-	-	-	149
Code Ninjas	2020-227339	7/1/2020	7/31/2020	149	-	-	-	-	149
Evan-Moor	INV279944	7/1/2020	7/31/2020	30	-	-	-	-	30
Amazon Capital Services	1QWQ-CJ36-CQ3F	7/1/2020	7/31/2020	54	-	-	-	-	54
Home Science Tools	1024471A	7/1/2020	7/31/2020	103	-	-	-	-	103
Singapore Math, Inc.	352631	7/1/2020	7/31/2020	119	-	-	-	-	119
BYU Independent Study	DCE-00005529	7/1/2020	7/31/2020	144	-	-	-	-	144
BYU Independent Study	DCE-00005530	7/1/2020	7/31/2020	243	-	-	-	-	243
BYU Independent Study	DCE-00005531	7/1/2020	7/31/2020	243	-	-	-	-	243
Kumon of Carmel	Matthias3	7/1/2020	7/31/2020	300	-	-	-	-	300
Amazon Capital Services	1Q3G-64GM-33MV	7/1/2020	7/31/2020	55	-	-	-	-	55
Melanie Suderman Sweet	INSP 78	7/1/2020	7/31/2020	300	-	-	-	-	300
Provenance	1837A	7/2/2020	8/1/2020	18,480	-	-	-	-	18,480
Provenance	1849A	7/2/2020	8/1/2020	142	-	-	-	-	142
Provenance	1863A	7/2/2020	8/1/2020	263	-	-	-	-	263
Provenance	1876A	7/2/2020	8/1/2020	1,733	-	-	-	-	1,733
ShillerLearning	271786	7/2/2020	8/1/2020	329	-	-	-	-	329
Rayford Shorin-Ryu	189	7/2/2020	8/1/2020	130	-	-	-	-	130
Susan Hancock	56	7/21/2020	8/1/2020	1,224	-	-	-	-	1,224
Home Science Tools	1024723A	7/2/2020	8/1/2020	50	-	-	-	-	50
Amazon Capital Services	16N3-TW1R-1FMR	7/2/2020	8/1/2020	38	-	-	-	-	38
Amazon Capital Services	1FJ6-KTYR-HWKF	7/2/2020	8/1/2020	37	-	-	-	-	37
Amazon Capital Services	1FDL-G993-MXX6	7/3/2020	8/2/2020	95	-	-	-	-	95
Goodfellow Occupational Therapy, Inc.	1597	7/8/2020	8/2/2020	3,328	-	-	-	-	3,328
Amazon Capital Services	11CR-7CLK-HQJ4	7/3/2020	8/2/2020	107	-	-	-	-	107
Amazon Capital Services	11CR-7CLK-KDL4	7/3/2020	8/2/2020	206	-	-	-	-	206
Amazon Capital Services	11CR-7CLK-MHX3	7/3/2020	8/2/2020	17	-	-	-	-	17
Rich Oliver Racing, Inc.	2020-007-004	7/3/2020	8/2/2020	1,497	-	-	-	-	1,497
California Arts Academy	1972	7/3/2020	8/2/2020	395	-	-	-	-	395
California Arts Academy	1973	7/3/2020	8/2/2020	320	-	-	-	-	320
California Arts Academy	1974	7/3/2020	8/2/2020	365	-	-	-	-	365
California Arts Academy	1975	7/3/2020	8/2/2020	295	-	-	-	-	295
Jessica V Riggle	10	7/3/2020	8/2/2020	488	-	-	-	-	488
Lotus Educational Services, Inc.	1581	6/18/2020	8/2/2020	3,209	-	-	-	-	3,209
The Dancing School	7	7/4/2020	8/3/2020	100	-	-	-	-	100
Amazon Capital Services	1FDL-G993-TDGJ	7/4/2020	8/3/2020	61	-	-	-	-	61
Yuliya Hess	514	7/5/2020	8/4/2020	360	-	-	-	-	360
Yuliya Hess	515	7/5/2020	8/4/2020	240	-	-	-	-	240
Yuliya Hess	516	7/5/2020	8/4/2020	240	-	-	-	-	240
Yuliya Hess	517	7/5/2020	8/4/2020	240	-	-	-	-	240
Amazon Capital Services	1LRQ-XRKF-C1XV	7/5/2020	8/4/2020	13	-	-	-	-	13
Outschool, Inc.	20117	7/6/2020	8/5/2020	12	-	-	-	-	12
Suzanne Anderson	2	7/6/2020	8/5/2020	420	-	-	-	-	420
Guido's Martial Arts Academy	FerRidRamjune20	7/6/2020	8/5/2020	684	-	-	-	-	684
Teacher Synergy, LLC	120980558	7/16/2020	8/6/2020	18	-	-	-	-	18



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Teacher Synergy, LLC	120981685	7/16/2020	8/6/2020	411	-	-	-	-	411
Teacher Synergy, LLC	120982197	7/16/2020	8/6/2020	60	-	-	-	-	60
Teacher Synergy, LLC	120983507	7/16/2020	8/6/2020	4	-	-	-	-	4
The Talk Team	71577	7/7/2020	8/6/2020	173	-	-	-	-	173
The Talk Team	71578	7/7/2020	8/6/2020	115	-	-	-	-	115
The Talk Team	71579	7/7/2020	8/6/2020	115	-	-	-	-	115
The Talk Team	71580	7/7/2020	8/6/2020	345	-	-	-	-	345
The Talk Team	71582	7/7/2020	8/6/2020	115	-	-	-	-	115
The Talk Team	71583	7/7/2020	8/6/2020	230	-	-	-	-	230
The Talk Team	71584	7/7/2020	8/6/2020	58	-	-	-	-	58
The Talk Team	71585	7/7/2020	8/6/2020	115	-	-	-	-	115
The Talk Team	71586	7/7/2020	8/6/2020	230	-	-	-	-	230
The Talk Team	71587	7/7/2020	8/6/2020	230	-	-	-	-	230
The Talk Team	71588	7/7/2020	8/6/2020	230	-	-	-	-	230
The Talk Team	71589	7/7/2020	8/6/2020	58	-	-	-	-	58
The Talk Team	71590	7/7/2020	8/6/2020	58	-	-	-	-	58
The Talk Team	71591	7/7/2020	8/6/2020	173	-	-	-	-	173
The Talk Team	71592	7/7/2020	8/6/2020	173	-	-	-	-	173
The Talk Team	71593	7/7/2020	8/6/2020	115	-	-	-	-	115
The Talk Team	71594	7/7/2020	8/6/2020	230	-	-	-	-	230
The Talk Team	71595	7/7/2020	8/6/2020	230	-	-	-	-	230
The Talk Team	71596	7/7/2020	8/6/2020	115	-	-	-	-	115
The Talk Team	71597	7/7/2020	8/6/2020	115	-	-	-	-	115
The Talk Team	71598	7/7/2020	8/6/2020	95	-	-	-	-	95
The Talk Team	71599	7/7/2020	8/6/2020	230	-	-	-	-	230
The Talk Team	71600	7/7/2020	8/6/2020	173	-	-	-	-	173
California Arts Academy	1976	7/7/2020	8/6/2020	275	-	-	-	-	275
Provenance	1784A	7/7/2020	8/6/2020	32,732	-	-	-	-	32,732
Break the Barriers, Inc	11686	7/7/2020	8/6/2020	1,178	-	-	-	-	1,178
KiwiCo, Inc	ST-IKQUT6LQ	7/7/2020	8/6/2020	162	-	-	-	-	162
Teacher Synergy, LLC	121003236	7/17/2020	8/7/2020	13	-	-	-	-	13
Teacher Synergy, LLC	121003287	7/17/2020	8/7/2020	6	-	-	-	-	6
Teacher Synergy, LLC	121006795	7/17/2020	8/7/2020	5	-	-	-	-	5
Fresno School of Music	709	7/8/2020	8/7/2020	1,000	-	-	-	-	1,000
Fresno School of Music	710	7/8/2020	8/7/2020	184	-	-	-	-	184
Fresno School of Music	711	7/8/2020	8/7/2020	212	-	-	-	-	212
Fresno School of Music	712	7/8/2020	8/7/2020	252	-	-	-	-	252
Fresno School of Music	713	7/8/2020	8/7/2020	770	-	-	-	-	770
California Arts Academy	1985	7/9/2020	8/8/2020	370	-	-	-	-	370
California Arts Academy	1986	7/9/2020	8/8/2020	370	-	-	-	-	370
California Arts Academy	1987	7/9/2020	8/8/2020	370	-	-	-	-	370
Center for Autism and Related Disorders	D-03491896	7/9/2020	8/8/2020	1,996	-	-	-	-	1,996
Sona Atoyan	71	7/9/2020	8/8/2020	250	-	-	-	-	250
Specialized Therapy Services, Inc	INSP14-0620	6/30/2020	8/9/2020	527	-	-	-	-	527
Singapore Math, Inc.	352616	7/10/2020	8/9/2020	234	-	-	-	-	234
EMH Sports USA, Inc.	957-236844-6	7/10/2020	8/9/2020	340	-	-	-	-	340

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Educational Development Corporation	DIR6579791	7/10/2020	8/9/2020	65	-	-	-	-	65
Elizabeth Markfield	203	7/11/2020	8/10/2020	225	-	-	-	-	225
Educational Development Corporation	DIR6579770	7/11/2020	8/10/2020	15	-	-	-	-	15
Educational Development Corporation	DIR6579785	7/11/2020	8/10/2020	9	-	-	-	-	9
Teacher Synergy, LLC	121102265	7/20/2020	8/10/2020	24	-	-	-	-	24
Teacher Synergy, LLC	121102782	7/20/2020	8/10/2020	30	-	-	-	-	30
Provenance	121106732	7/20/2020	8/10/2020	168	-	-	-	-	168
Provenance	121107399	7/20/2020	8/10/2020	21	-	-	-	-	21
Teacher Synergy, LLC	121132746	7/21/2020	8/11/2020	169	-	-	-	-	169
Teacher Synergy, LLC	121134072	7/21/2020	8/11/2020	26	-	-	-	-	26
Teacher Synergy, LLC	121134137	7/21/2020	8/11/2020	37	-	-	-	-	37
Teacher Synergy, LLC	121134206	7/21/2020	8/11/2020	99	-	-	-	-	99
Teacher Synergy, LLC	121151203	7/21/2020	8/11/2020	270	-	-	-	-	270
Educational Development Corporation	DIR6603386	7/12/2020	8/11/2020	140	-	-	-	-	140
Educational Development Corporation	DIR6603384	7/13/2020	8/12/2020	99	-	-	-	-	99
Outschool, Inc.	20154	7/13/2020	8/12/2020	40	-	-	-	-	40
Learning Without Tears	SO160477	7/13/2020	8/12/2020	199	-	-	-	-	199
Shakesphere Kids	11	7/14/2020	8/13/2020	95	-	-	-	-	95
E-Therapy LLC	13767	7/15/2020	8/14/2020	87	-	-	-	-	87
KiwiCo, Inc	ST-IM4S5LKA	7/15/2020	8/14/2020	259	-	-	-	-	259
KiwiCo, Inc	ST-IMFHIO7A	7/15/2020	8/14/2020	325	-	-	-	-	325
KiwiCo, Inc	ST-IMKHPhKQ	7/15/2020	8/14/2020	97	-	-	-	-	97
KiwiCo, Inc	ST-IMNSJCHQ	7/15/2020	8/14/2020	444	-	-	-	-	444
KiwiCo, Inc	ST-IMV5JVQA	7/15/2020	8/14/2020	291	-	-	-	-	291
KiwiCo, Inc	ST-INGBRHRQ	7/15/2020	8/14/2020	259	-	-	-	-	259
KiwiCo, Inc	ST-INMGW5HQ	7/16/2020	8/15/2020	119	-	-	-	-	119
KiwiCo, Inc	ST-INS4KTbQ	7/16/2020	8/15/2020	221	-	-	-	-	221
KiwiCo, Inc	ST-INZR6I3Q	7/16/2020	8/15/2020	120	-	-	-	-	120
KiwiCo, Inc	ST-IOAZLTFA	7/16/2020	8/15/2020	119	-	-	-	-	119
KiwiCo, Inc	ST-IOCOYQTQ	7/16/2020	8/15/2020	291	-	-	-	-	291
KiwiCo, Inc	ST-IOG5FUPQ	7/16/2020	8/15/2020	221	-	-	-	-	221
KiwiCo, Inc	ST-IOISSR6A	7/16/2020	8/15/2020	221	-	-	-	-	221
KiwiCo, Inc	ST-IONSZKJQ	7/16/2020	8/15/2020	221	-	-	-	-	221
KiwiCo, Inc	ST-IOQLZQXA	7/16/2020	8/15/2020	119	-	-	-	-	119
KiwiCo, Inc	ST-IN6SFBHA	7/16/2020	8/15/2020	119	-	-	-	-	119
KiwiCo, Inc	ST-IMK2UQFQ	7/16/2020	8/15/2020	119	-	-	-	-	119
KiwiCo, Inc	ST-IDAAUF3Y	7/16/2020	8/15/2020	444	-	-	-	-	444
KiwiCo, Inc	ST-IDHIBQFI	7/16/2020	8/15/2020	65	-	-	-	-	65
Institute for Excellence in Writing	681605	7/15/2020	8/15/2020	355	-	-	-	-	355
BrightThinker	SINV1556	7/16/2020	8/15/2020	100	-	-	-	-	100
BrightThinker	SINV1558	7/16/2020	8/15/2020	100	-	-	-	-	100
BrightThinker	SINV1559	7/16/2020	8/15/2020	200	-	-	-	-	200
Beautiful Feet Books, Inc.	12209	7/16/2020	8/15/2020	260	-	-	-	-	260
Beautiful Feet Books, Inc.	12210	7/16/2020	8/15/2020	512	-	-	-	-	512
Beautiful Feet Books, Inc.	12222	7/16/2020	8/15/2020	353	-	-	-	-	353
Beautiful Feet Books, Inc.	12223	7/16/2020	8/15/2020	82	-	-	-	-	82

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Beautiful Feet Books, Inc.	12225	7/16/2020	8/15/2020	217	-	-	-	-	217
eat2explore	100733	7/16/2020	8/15/2020	210	-	-	-	-	210
Elemental Science	IN-2330	7/16/2020	8/15/2020	101	-	-	-	-	101
Rodeo Tough Productions	248	7/16/2020	8/15/2020	720	-	-	-	-	720
Rodeo Tough Productions	249	7/16/2020	8/15/2020	200	-	-	-	-	200
Rose Music Studios LLC	1003	7/16/2020	8/15/2020	360	-	-	-	-	360
Rainbow Resource Center	2981588	7/16/2020	8/15/2020	648	-	-	-	-	648
Steinway Piano Gallery of Fresno	74	7/17/2020	8/16/2020	665	-	-	-	-	665
Activities for Learning Inc.	380590	7/17/2020	8/16/2020	100	-	-	-	-	100
Elemental Science	IN-2332	7/17/2020	8/16/2020	69	-	-	-	-	69
Generation Genius, Inc.	GG0033155-R1	7/17/2020	8/16/2020	120	-	-	-	-	120
Colleen Snyder	7-20	7/17/2020	8/16/2020	2,465	-	-	-	-	2,465
Crafty School Crates	17804	7/17/2020	8/16/2020	262	-	-	-	-	262
Crafty School Crates	17805	7/17/2020	8/16/2020	417	-	-	-	-	417
Crafty School Crates	17806	7/17/2020	8/16/2020	99	-	-	-	-	99
Crafty School Crates	17807	7/17/2020	8/16/2020	99	-	-	-	-	99
Home Science Tools	1029396A	7/17/2020	8/16/2020	216	-	-	-	-	216
Beautiful Feet Books, Inc.	12226	7/17/2020	8/16/2020	256	-	-	-	-	256
BrightThinker	SINV1561	7/17/2020	8/16/2020	100	-	-	-	-	100
BrightThinker	SINV1563	7/17/2020	8/16/2020	100	-	-	-	-	100
BrightThinker	SINV1564	7/17/2020	8/16/2020	200	-	-	-	-	200
BrightThinker	SINV1565	7/17/2020	8/16/2020	100	-	-	-	-	100
BrightThinker	SINV1566	7/17/2020	8/16/2020	100	-	-	-	-	100
Institute for Excellence in Writing	681923	7/17/2020	8/16/2020	59	-	-	-	-	59
Institute for Excellence in Writing	682357	7/17/2020	8/16/2020	182	-	-	-	-	182
Institute for Excellence in Writing	682363	7/17/2020	8/16/2020	302	-	-	-	-	302
Institute for Excellence in Writing	682660	7/17/2020	8/16/2020	194	-	-	-	-	194
KiwiCo, Inc	ST-IGMRHUVY	7/17/2020	8/16/2020	119	-	-	-	-	119
KiwiCo, Inc	ST-IGNDBJFI	7/17/2020	8/16/2020	324	-	-	-	-	324
KiwiCo, Inc	ST-IGQ7UYRY	7/17/2020	8/16/2020	767	-	-	-	-	767
KiwiCo, Inc	ST-IA2DEVHI	7/17/2020	8/16/2020	108	-	-	-	-	108
KiwiCo, Inc	ST-IA2U6JWY	7/17/2020	8/16/2020	108	-	-	-	-	108
KiwiCo, Inc	ST-IA7VFCCI	7/17/2020	8/16/2020	119	-	-	-	-	119
KiwiCo, Inc	ST-IAN3QSSI	7/17/2020	8/16/2020	221	-	-	-	-	221
KiwiCo, Inc	ST-IATNQ7NI	7/17/2020	8/16/2020	270	-	-	-	-	270
KiwiCo, Inc	ST-IAWGRF2Y	7/17/2020	8/16/2020	65	-	-	-	-	65
Outside the Box Creation	2019	7/17/2020	8/16/2020	127	-	-	-	-	127
Peace Hill Press, Inc. dba Well Trained I	52459	7/17/2020	8/16/2020	65	-	-	-	-	65
Lotus Educational Services, Inc.	1595	7/3/2020	8/17/2020	338	-	-	-	-	338
Math-U-See Inc.	0632272-IN	6/19/2020	8/18/2020	224	-	-	-	-	224
Logic of English	INV9095	7/20/2020	8/19/2020	306	-	-	-	-	306
Logic of English	INV9096	7/20/2020	8/19/2020	230	-	-	-	-	230
KiwiCo, Inc	ST-IHQF4IBI	7/20/2020	8/19/2020	119	-	-	-	-	119
KiwiCo, Inc	ST-IJOPT6JI	7/20/2020	8/19/2020	65	-	-	-	-	65
Peace Hill Press, Inc. dba Well Trained I	52467	7/20/2020	8/19/2020	109	-	-	-	-	109
Peace Hill Press, Inc. dba Well Trained I	52472	7/20/2020	8/19/2020	71	-	-	-	-	71

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Mystery Science Inc.	89228	7/20/2020	8/19/2020	69	-	-	-	-	69
Outschool, Inc.	20166	7/20/2020	8/19/2020	80	-	-	-	-	80
Outschool, Inc.	20167	7/20/2020	8/19/2020	110	-	-	-	-	110
Education.com Holdings, Inc.	E10166	7/20/2020	8/19/2020	119	-	-	-	-	119
Evan-Moor	INV281795	7/20/2020	8/19/2020	107	-	-	-	-	107
Elemental Science	IN-2335	7/20/2020	8/19/2020	46	-	-	-	-	46
Elemental Science	IN-2336	7/20/2020	8/19/2020	52	-	-	-	-	52
Educational Development Corporation	DIR6702216	7/20/2020	8/19/2020	93	-	-	-	-	93
Educational Development Corporation	DIR6702218	7/20/2020	8/19/2020	37	-	-	-	-	37
United Conservatory of Music	10544363	7/20/2020	8/19/2020	413	-	-	-	-	413
All About Learning Press, Inc.	902968	7/20/2020	8/19/2020	223	-	-	-	-	223
All About Learning Press, Inc.	902969	7/20/2020	8/19/2020	156	-	-	-	-	156
All About Learning Press, Inc.	902987	7/20/2020	8/19/2020	155	-	-	-	-	155
Zaner-Bloser, Inc.	10252560	7/20/2020	8/19/2020	18	-	-	-	-	18
TouchMath Acquisition LLC	200188806	7/20/2020	8/19/2020	217	-	-	-	-	217
Williamsburg Learning	2090	7/20/2020	8/19/2020	200	-	-	-	-	200
Wonder Crate	I123	7/20/2020	8/19/2020	84	-	-	-	-	84
Wonder Crate	I124	7/20/2020	8/19/2020	84	-	-	-	-	84
Shiloh Mininger	8	7/21/2020	8/20/2020	1,080	-	-	-	-	1,080
Amazon Capital Services	11FC-D6TT-QXYN	7/21/2020	8/20/2020	214	-	-	-	-	214
Amazon Capital Services	11FC-D6TT-RHQL	7/21/2020	8/20/2020	71	-	-	-	-	71
Amazon Capital Services	134T-WNPM-T3KX	7/21/2020	8/20/2020	26	-	-	-	-	26
Amazon Capital Services	134T-WNPM-WXTD	7/21/2020	8/20/2020	47	-	-	-	-	47
Amazon Capital Services	134T-WNPM-XFP3	7/21/2020	8/20/2020	15	-	-	-	-	15
Amazon Capital Services	19CR-C6X6-P3DX	7/21/2020	8/20/2020	8	-	-	-	-	8
Amazon Capital Services	19CR-C6X6-RVXP	7/21/2020	8/20/2020	162	-	-	-	-	162
Amazon Capital Services	19CR-C6X6-VDFC	7/21/2020	8/20/2020	44	-	-	-	-	44
Amazon Capital Services	19CR-C6X6-VFH3	7/21/2020	8/20/2020	255	-	-	-	-	255
Amazon Capital Services	19CR-C6X6-VRMC	7/21/2020	8/20/2020	13	-	-	-	-	13
Amazon Capital Services	19CR-C6X6-XMWP	7/21/2020	8/20/2020	21	-	-	-	-	21
Amazon Capital Services	1C34-XRLH-14N3	7/21/2020	8/20/2020	85	-	-	-	-	85
Amazon Capital Services	1C34-XRLH-1P1R	7/21/2020	8/20/2020	27	-	-	-	-	27
Amazon Capital Services	1C34-XRLH-3TWR	7/21/2020	8/20/2020	36	-	-	-	-	36
Amazon Capital Services	1C34-XRLH-4FV9	7/21/2020	8/20/2020	79	-	-	-	-	79
Amazon Capital Services	1C34-XRLH-4GPK	7/21/2020	8/20/2020	10	-	-	-	-	10
Amazon Capital Services	1CLP-TFJF-R3PT	7/21/2020	8/20/2020	10	-	-	-	-	10
Amazon Capital Services	1CLP-TFJF-RY9V	7/21/2020	8/20/2020	59	-	-	-	-	59
Amazon Capital Services	1CLP-TFJF-VDLN	7/21/2020	8/20/2020	9	-	-	-	-	9
Amazon Capital Services	1LML-CQL6-W1KH	7/21/2020	8/20/2020	50	-	-	-	-	50
Amazon Capital Services	1FP6-HC6N-1PKK	7/21/2020	8/20/2020	26	-	-	-	-	26
Amazon Capital Services	1FP6-HC6N-1YYD	7/21/2020	8/20/2020	5	-	-	-	-	5
Amazon Capital Services	1FP6-HC6N-37NP	7/21/2020	8/20/2020	7	-	-	-	-	7
Amazon Capital Services	1FP6-HC6N-4DCC	7/21/2020	8/20/2020	27	-	-	-	-	27
Amazon Capital Services	1FP6-HC6N-4RJG	7/21/2020	8/20/2020	9	-	-	-	-	9
Amazon Capital Services	1FP6-HC6N-6CV1	7/21/2020	8/20/2020	16	-	-	-	-	16
Amazon Capital Services	1FP6-HC6N-6CWX	7/21/2020	8/20/2020	52	-	-	-	-	52

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Vendor Name	Invoice/Credit Number	Invoice Date	Date Due	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Total
Amazon Capital Services	1TT3-3HLM-17JC	7/21/2020	8/20/2020	22	-	-	-	-	22
Amazon Capital Services	1TT3-3HLM-1FPN	7/21/2020	8/20/2020	27	-	-	-	-	27
Amazon Capital Services	1TT3-3HLM-1QGW	7/21/2020	8/20/2020	37	-	-	-	-	37
Amazon Capital Services	1TT3-3HLM-1X3F	7/21/2020	8/20/2020	11	-	-	-	-	11
Amazon Capital Services	1TT3-3HLM-6JJQ	7/21/2020	8/20/2020	11	-	-	-	-	11
Amazon Capital Services	1TT3-3HLM-7GFY	7/21/2020	8/20/2020	48	-	-	-	-	48
Amazon Capital Services	1TT3-3HLM-7GJQ	7/21/2020	8/20/2020	39	-	-	-	-	39
Amazon Capital Services	1TT3-3HLM-7GKM	7/21/2020	8/20/2020	57	-	-	-	-	57
Amazon Capital Services	1TT3-3HLM-7NP1	7/21/2020	8/20/2020	3	-	-	-	-	3
Mystery Science Inc.	89598	7/21/2020	8/20/2020	69	-	-	-	-	69
MoxieBox Art	5877	7/21/2020	8/20/2020	273	-	-	-	-	273
Rainbow Resource Center	2904441	7/21/2020	8/20/2020	189	-	-	-	-	189
Rainbow Resource Center	2904635	7/21/2020	8/20/2020	70	-	-	-	-	70
Rainbow Resource Center	2904638	7/21/2020	8/20/2020	58	-	-	-	-	58
Rainbow Resource Center	2904641	7/21/2020	8/20/2020	31	-	-	-	-	31
Rainbow Resource Center	2904964	7/21/2020	8/20/2020	209	-	-	-	-	209
Rainbow Resource Center	2904973	7/21/2020	8/20/2020	66	-	-	-	-	66
Rainbow Resource Center	2904993	7/21/2020	8/20/2020	124	-	-	-	-	124
Institute for Excellence in Writing	683880	7/21/2020	8/20/2020	37	-	-	-	-	37
Institute for Excellence in Writing	683918	7/21/2020	8/20/2020	96	-	-	-	-	96
BrightThinker	SINV1569	7/21/2020	8/20/2020	400	-	-	-	-	400
BrightThinker	SINV1570	7/21/2020	8/20/2020	100	-	-	-	-	100
BrightThinker	SINV1571	7/21/2020	8/20/2020	200	-	-	-	-	200
BrightThinker	SINV1572	7/21/2020	8/20/2020	300	-	-	-	-	300
BrightThinker	SINV1573	7/21/2020	8/20/2020	100	-	-	-	-	100
BrightThinker	SINV1574	7/21/2020	8/20/2020	300	-	-	-	-	300
Amazon Capital Services	1QK4-FJC7-QXY3	7/21/2020	8/20/2020	130	-	-	-	-	130
Amazon Capital Services	1Y7V-13PD-3DT7	7/21/2020	8/20/2020	40	-	-	-	-	40
Amazon Capital Services	1Y7V-13PD-44J1	7/21/2020	8/20/2020	44	-	-	-	-	44
Amazon Capital Services	1Y7V-13PD-461W	7/21/2020	8/20/2020	16	-	-	-	-	16
Beautiful Feet Books, Inc.	12237	7/21/2020	8/20/2020	226	-	-	-	-	226
Beautiful Feet Books, Inc.	12244	7/21/2020	8/20/2020	226	-	-	-	-	226
Beautiful Feet Books, Inc.	12245	7/21/2020	8/20/2020	86	-	-	-	-	86
Beautiful Feet Books, Inc.	12247	7/21/2020	8/20/2020	226	-	-	-	-	226
Beautiful Feet Books, Inc.	12250	7/21/2020	8/20/2020	256	-	-	-	-	256
Amazon Capital Services	1PFJ-Q9FX-39MJ	7/21/2020	8/20/2020	22	-	-	-	-	22
Amazon Capital Services	1PFJ-Q9FX-3FJN	7/21/2020	8/20/2020	14	-	-	-	-	14
Amazon Capital Services	1PFJ-Q9FX-3P43	7/21/2020	8/20/2020	40	-	-	-	-	40
Amazon Capital Services	1PFJ-Q9FX-3PFL	7/21/2020	8/20/2020	14	-	-	-	-	14
Amazon Capital Services	1PFJ-Q9FX-3PJD	7/21/2020	8/20/2020	76	-	-	-	-	76
Amazon Capital Services	1PFJ-Q9FX-3PM1	7/21/2020	8/20/2020	57	-	-	-	-	57
Amazon Capital Services	1PFJ-Q9FX-4PK4	7/21/2020	8/20/2020	6	-	-	-	-	6
Amazon Capital Services	1PFJ-Q9FX-4PNV	7/21/2020	8/20/2020	29	-	-	-	-	29
Amazon Capital Services	1V3V-WGV1-1WKJ	7/21/2020	8/20/2020	20	-	-	-	-	20
Amazon Capital Services	1V3V-WGV1-3QND	7/21/2020	8/20/2020	15	-	-	-	-	15
Amazon Capital Services	1V3V-WGV1-4PVV	7/21/2020	8/20/2020	46	-	-	-	-	46



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Vendor Name	Invoice/Credit Number	Invoice Date	Date Due	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Total
Amazon Capital Services	1V3V-WGV1-4Q6C	7/21/2020	8/20/2020	18	-	-	-	-	18
Amazon Capital Services	1V3V-WGV1-4QFV	7/21/2020	8/20/2020	29	-	-	-	-	29
Amazon Capital Services	1V3V-WGV1-6116	7/21/2020	8/20/2020	15	-	-	-	-	15
Amazon Capital Services	1V3V-WGV1-6C9J	7/22/2020	8/21/2020	38	-	-	-	-	38
Amazon Capital Services	1V3V-WGV1-6RP1	7/22/2020	8/21/2020	36	-	-	-	-	36
Amazon Capital Services	1V3V-WGV1-6VFN	7/22/2020	8/21/2020	41	-	-	-	-	41
Amazon Capital Services	1V3V-WGV1-6XWH	7/22/2020	8/21/2020	25	-	-	-	-	25
Amazon Capital Services	1V3V-WGV1-6YCP	7/22/2020	8/21/2020	63	-	-	-	-	63
Amazon Capital Services	1V3V-WGV1-71GD	7/22/2020	8/21/2020	75	-	-	-	-	75
Amazon Capital Services	1PFJ-Q9FX-6Y9F	7/22/2020	8/21/2020	109	-	-	-	-	109
Amazon Capital Services	1PFJ-Q9FX-6YPG	7/22/2020	8/21/2020	31	-	-	-	-	31
Amazon Capital Services	1PFJ-Q9FX-71C6	7/22/2020	8/21/2020	7	-	-	-	-	7
Amazon Capital Services	1PFJ-Q9FX-7397	7/22/2020	8/21/2020	92	-	-	-	-	92
Amazon Capital Services	1PFJ-Q9FX-TWFT	7/22/2020	8/21/2020	11	-	-	-	-	11
Amazon Capital Services	1Y7V-13PD-7GP4	7/22/2020	8/21/2020	82	-	-	-	-	82
Amazon Capital Services	1Y7V-13PD-7HFR	7/22/2020	8/21/2020	13	-	-	-	-	13
Amazon Capital Services	1Y7V-13PD-7K47	7/22/2020	8/21/2020	33	-	-	-	-	33
Amazon Capital Services	1Y7V-13PD-7K64	7/22/2020	8/21/2020	70	-	-	-	-	70
Institute for Excellence in Writing	683689	7/21/2020	8/21/2020	60	-	-	-	-	60
Logic of English	INV9131	7/22/2020	8/21/2020	103	-	-	-	-	103
Logic of English	INV9134	7/22/2020	8/21/2020	104	-	-	-	-	104
Logic of English	INV9156	7/22/2020	8/21/2020	321	-	-	-	-	321
Amazon Capital Services	1TT3-3HLM-91KW	7/22/2020	8/21/2020	46	-	-	-	-	46
Amazon Capital Services	1TT3-3HLM-91MQ	7/22/2020	8/21/2020	25	-	-	-	-	25
Amazon Capital Services	1TT3-3HLM-99F3	7/22/2020	8/21/2020	23	-	-	-	-	23
Amazon Capital Services	1TT3-3HLM-9K91	7/22/2020	8/21/2020	12	-	-	-	-	12
Amazon Capital Services	1TT3-3HLM-9T4Y	7/22/2020	8/21/2020	54	-	-	-	-	54
Amazon Capital Services	1TT3-3HLM-9T7T	7/22/2020	8/21/2020	16	-	-	-	-	16
Amazon Capital Services	1TT3-3HLM-9TFJ	7/22/2020	8/21/2020	56	-	-	-	-	56
Amazon Capital Services	1TT3-3HLM-9WH9	7/22/2020	8/21/2020	11	-	-	-	-	11
Amazon Capital Services	1FP6-HC6N-7MHJ	7/22/2020	8/21/2020	18	-	-	-	-	18
Amazon Capital Services	1FP6-HC6N-7NJF	7/22/2020	8/21/2020	94	-	-	-	-	94
Amazon Capital Services	1FP6-HC6N-7NL6	7/22/2020	8/21/2020	85	-	-	-	-	85
Amazon Capital Services	1C34-XRLH-7114	7/22/2020	8/21/2020	13	-	-	-	-	13
Amazon Capital Services	1C34-XRLH-7MFV	7/22/2020	8/21/2020	64	-	-	-	-	64
Amazon Capital Services	1C34-XRLH-7RVN	7/22/2020	8/21/2020	94	-	-	-	-	94
Amazon Capital Services	1C34-XRLH-7T39	7/22/2020	8/21/2020	38	-	-	-	-	38
Amazon Capital Services	1C34-XRLH-7VDP	7/22/2020	8/21/2020	64	-	-	-	-	64
Amazon Capital Services	1C34-XRLH-7WK7	7/22/2020	8/21/2020	7	-	-	-	-	7
History Unboxed LLC	wc-7766HU	7/22/2020	8/21/2020	737	-	-	-	-	737
History Unboxed LLC	wc-7809HU	7/22/2020	8/21/2020	169	-	-	-	-	169
History Unboxed LLC	wc-7921HU	7/22/2020	8/21/2020	473	-	-	-	-	473
Home Science Tools	1030646A	7/22/2020	8/21/2020	81	-	-	-	-	81
Home Science Tools	1030673A	7/22/2020	8/21/2020	384	-	-	-	-	384
Home Science Tools	1030720A	7/22/2020	8/21/2020	136	-	-	-	-	136
Educational Development Corporation	DIR6722341	7/22/2020	8/21/2020	63	-	-	-	-	63

# Yosemite Valley Charter School

## Accounts Payable Aging

July 31, 2020

Vendor Name	Invoice/Credit Number	Invoice Date	Date Due	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Total
Educational Development Corporation	DIR6722342	7/22/2020	8/21/2020	174	-	-	-	-	174
Educational Development Corporation	DIR6722349	7/22/2020	8/21/2020	218	-	-	-	-	218
Crafty School Crates	17812	7/23/2020	8/22/2020	91	-	-	-	-	91
Crafty School Crates	17813	7/23/2020	8/22/2020	411	-	-	-	-	411
Crafty School Crates	17814	7/23/2020	8/22/2020	233	-	-	-	-	233
Crafty School Crates	17815	7/23/2020	8/22/2020	100	-	-	-	-	100
Crafty School Crates	17816	7/23/2020	8/22/2020	254	-	-	-	-	254
Crafty School Crates	17817	7/23/2020	8/22/2020	357	-	-	-	-	357
Crafty School Crates	17818	7/23/2020	8/22/2020	466	-	-	-	-	466
Susan Hancock	57	7/23/2020	8/22/2020	690	-	-	-	-	690
Learning Without Tears	INV81211	7/23/2020	8/22/2020	101	-	-	-	-	101
Math-U-See Inc.	0630722-1N	6/24/2020	8/23/2020	123	-	-	-	-	123
Institute for Excellence in Writing	684537	7/23/2020	8/23/2020	59	-	-	-	-	59
Beautiful Feet Books, Inc.	12283	7/24/2020	8/23/2020	88	-	-	-	-	88
Rachel Robbins	1911	7/24/2020	8/23/2020	200	-	-	-	-	200
Nicole Thomas	2302	7/24/2020	8/23/2020	79	-	-	-	-	79
Nicole Thomas	2304	7/24/2020	8/23/2020	49	-	-	-	-	49
Owlcrate Enterprises Inc	INV-0184	7/24/2020	8/23/2020	40	-	-	-	-	40
Owlcrate Enterprises Inc	INV-0185	7/24/2020	8/23/2020	40	-	-	-	-	40
Owlcrate Enterprises Inc	INV-0186	7/24/2020	8/23/2020	116	-	-	-	-	116
Owlcrate Enterprises Inc	INV-0187	7/24/2020	8/23/2020	116	-	-	-	-	116
Owlcrate Enterprises Inc	INV-0188	7/24/2020	8/23/2020	225	-	-	-	-	225
Peace Hill Press, Inc. dba Well Trained I	52506	7/24/2020	8/23/2020	109	-	-	-	-	109
Peace Hill Press, Inc. dba Well Trained I	52507	7/24/2020	8/23/2020	86	-	-	-	-	86
Piano Lessons with Kim Schapansky	11	7/24/2020	8/23/2020	125	-	-	-	-	125
Piano Lessons with Kim Schapansky	12	7/24/2020	8/23/2020	39	-	-	-	-	39
Piano Lessons with Kim Schapansky	13	7/24/2020	8/23/2020	125	-	-	-	-	125
eDynamic Learning	20-2115	7/24/2020	8/23/2020	85	-	-	-	-	85
eDynamic Learning	20-2117	7/24/2020	8/23/2020	85	-	-	-	-	85
eDynamic Learning	20-2118	7/24/2020	8/23/2020	85	-	-	-	-	85
MEL Science U.S. LLC	KR2020072511	7/25/2020	8/24/2020	100	-	-	-	-	100
MEL Science U.S. LLC	QS2020072513	7/25/2020	8/24/2020	100	-	-	-	-	100
MEL Science U.S. LLC	SK2020072605	7/26/2020	8/25/2020	314	-	-	-	-	314
MEL Science U.S. LLC	IU2020072602	7/26/2020	8/25/2020	279	-	-	-	-	279
Studies Weekly	338591	7/1/2020	9/1/2020	32	-	-	-	-	32
Studies Weekly	338595	7/1/2020	9/1/2020	32	-	-	-	-	32
Studies Weekly	338598	7/1/2020	9/1/2020	32	-	-	-	-	32
Studies Weekly	338674	6/30/2020	9/1/2020	32	-	-	-	-	32
Studies Weekly	338958	7/1/2020	9/1/2020	33	-	-	-	-	33
Studies Weekly	342420	7/20/2020	9/1/2020	32	-	-	-	-	32
Math-U-See Inc.	0633814-IN	7/10/2020	9/8/2020	176	-	-	-	-	176
LEGO Education	1190432669	7/16/2020	9/14/2020	232	-	-	-	-	232
LEGO Education	1190431385	7/17/2020	9/15/2020	159	-	-	-	-	159
Math-U-See Inc.	0635525-IN	7/17/2020	9/15/2020	99	-	-	-	-	99
Math-U-See Inc.	0635526-IN	7/17/2020	9/15/2020	99	-	-	-	-	99
Math-U-See Inc.	0635784-IN	7/20/2020	9/18/2020	58	-	-	-	-	58

Yosemite Valley Charter School

Accounts Payable Aging

July 31, 2020

Vendor Name	Invoice/Credit Number	Invoice Date	Date Due	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Total
Math-U-See Inc.	0635785-IN	7/20/2020	9/18/2020	119	-	-	-	-	119
Math-U-See Inc.	0635786-IN	7/20/2020	9/18/2020	125	-	-	-	-	125
Math-U-See Inc.	0635787-IN	7/20/2020	9/18/2020	68	-	-	-	-	68
Math-U-See Inc.	0636673-IN	7/22/2020	9/20/2020	119	-	-	-	-	119
Dino Lingo Inc	74393-YVS-INV	7/21/2020	10/22/2020	95	-	-	-	-	95
Rainbow Resource Center	2926067	6/26/2022	7/26/2022	66	-	-	-	-	66
Total Outstanding Payables in July				\$ 125,022	\$ 82,964	\$ 457	\$ 97	\$ 1,589	\$ 210,129



## Yosemite Valley Charter School

### *Due (To)/From All Inspire Charter School Locations*

For the period ended July 31, 2020

	Account Balance
Due (to)/from Inspire LA	\$ (205,588)
Due (to)/from Cabrillo Point Academy	(207,410)
Due (to)/from Feather River Charter School	14,319
Due (to)/from Blue Ridge Academy	(18,735)
Due (to)/from Winship Community School	4,961
Due (to)/from Yosemite Valley Charter School	-
Due (to)/from Clarksville Charter School	(130)
Due (to)/from Pacific Coast Academy	1,126
Due (to)/from Inspire CMO	-
Due (to)/from Inspire Charter Services	4,439,785
Due (to)/from Inspire Foundation	-
Due (to)/from Jitterbug Learning	-
Due (to)/from Heartland Charter School	(409,838)
Due (to)/from San Diego Enrichment Academy	-
Due (to)/from Inspire University	-
Due (to)/from Granite Mountain Charter School	(392,931)
Due (to)/from Lake View Charter School	27,781
Due (to)/from Mission Vista Academy	(1,128,108)
Due (to)/from Monarch River Academy	(1,372,759)
Due (to)/from The Cottonwood School	5,146
Due (to)/from Triumph Academy	1,841
<b>Total Due (to)/from Balance</b>	<b>\$ 759,462</b>

# **Yosemite Valley Charter School**

## The Education Protection Account

# Background

- The EPA funding is a component of an LEA's total LCFF entitlement as calculated in the Principal Apportionment.
- A board approved expenditure plan is required so the expenditures can be appropriately applied.

# 2019-20 EPA Actuals

Description	Object Codes	Amount
<b>AMOUNT AVAILABLE FOR THIS FISCAL YEAR</b>		
Local Control Funding Formula Sources	8010-8099	515,200.00
Federal Revenue	8100-8299	0.00
Other State Revenue	8300-8599	0.00
Other Local Revenue	8600-8799	0.00
TOTAL AVAILABLE		515,200.00
<b>EXPENDITURES AND OTHER FINANCING USES</b>		
Certificated Salaries	1000-1999	389,510.38
Classified Salaries	2000-2999	0.00
Employee Benefits	3000-3999	125,689.62
Books and Supplies	4000-4999	0.00
Services, Other Operating Expenses	5000-5999	0.00
Capital Outlay	6000-6599	0.00
Other Outgo (excluding Direct Support/Indirect Costs)	7100-7299 7400-7499	0.00
Direct Support/Indirect Costs	7300-7399	0.00
TOTAL EXPENDITURES AND OTHER FINANCING USES		515,200.00
<b>BALANCE (Total Available minus Total Expenditures and Other Financing Uses)</b>		0.00

# 2020-21 EPA Budget

Description	Object Codes	Amount
<b>AMOUNT AVAILABLE FOR THIS FISCAL YEAR</b>		
Local Control Funding Formula Sources	8010-8099	515,200.00
Federal Revenue	8100-8299	0.00
Other State Revenue	8300-8599	0.00
Other Local Revenue	8600-8799	0.00
<b>TOTAL AVAILABLE</b>		<b>515,200.00</b>
<b>EXPENDITURES AND OTHER FINANCING USES</b>		
Certificated Salaries	1000-1999	389,510.38
Classified Salaries	2000-2999	0.00
Employee Benefits	3000-3999	125,689.62
Books and Supplies	4000-4999	0.00
Services, Other Operating Expenses	5000-5999	0.00
Capital Outlay	6000-6599	0.00
Other Outgo (excluding Direct Support/Indirect Costs)	7100-7299	
	7400-7499	0.00
Direct Support/Indirect Costs	7300-7399	0.00
<b>TOTAL EXPENDITURES AND OTHER FINANCING USES</b>		<b>515,200.00</b>
<b>BALANCE (Total Available minus Total Expenditures and Other Financing Uses)</b>		<b>0.00</b>

# Invoice

Yosemite Valley Charter School  
1781 E. Fir Ave, Ste 101  
Fresno, CA 93720  
laurie@inspireschools.org

Invoice# HSTYVS01

Date: 6/23/2020

Terms: Due on receipt

**Bill To:**

Samantha Haynes  
Blue Ridge Academy  
955 Stanislaus Street  
Maricopa, CA 93252  
samantha@theblueridgeacademy.com

DESCRIPTION	AMOUNT
Shared HST's for fiscal year 2020	\$ 40,382.28
Total	\$ 40,382.28

**THANK YOU FOR YOUR BUSINESS!**

[illegible]

# Invoice

Yosemite Valley Charter School  
1781 E. Fir Ave, Ste 101  
Fresno, CA 93720  
laurie@inspireschools.org

Invoice# HSTYVSo2

Date: 6/23/2020

Terms: Due on receipt

**Bill To:**

Jenna Lorge  
Cabrillo Point Academy  
13915 Danielson Ste #200  
Poway, CA 92064  
jenna@cabrillopontacademy.org

DESCRIPTION	AMOUNT
Shared HST's for fiscal year 2020	\$ 17,431.20
Total	\$ 17,431.20

**THANK YOU FOR YOUR BUSINESS!**



[illegible]

# Invoice

Yosemite Valley Charter School  
1781 E. Fir Ave, Ste 101  
Fresno, CA 93720  
laurie@inspireschools.org

Invoice# HSTYVSo4

Date: 6/23/2020

Terms: Due on receipt

**Bill To:**

Jenell Sherman  
Feather River Charter School  
4305 S. Meridian Road Meridian,  
CA 95957  
jenell@inspireschools.org

DESCRIPTION	AMOUNT
Shared HST's for fiscal year 2020	\$ 8,134.56
Total	\$ 8,134.56

**THANK YOU FOR YOUR BUSINESS!**

<b>Student Location</b>	<b>Teacher</b>	<b>Payroll Location</b>	<b>September</b>	<b>October</b>	<b>November</b>	<b>December</b>	<b>January</b>	<b>February</b>	<b>March</b>	<b>April</b>	<b>May</b>	<b>June</b>	<b>Other</b>	<b>Total</b>	<b>MOU</b>
Feather River	Bolanos, Barbara	Yosemite	2	2	2	2	2	2	2	2	2	2		20	\$ 5,810.40
Feather River	Moore, Kimberly	Yosemite	0	0	0	0	0	0	2	2	2	2		8	\$ 2,324.16
	2														\$ 8,134.56

# Invoice

Yosemite Valley Charter School

1781 E. Fir Ave, Ste 101

Fresno, CA 93720

laurie@inspireschools.org

Invoice# HSTYVS05

Date: 6/23/2020

Terms: Due on receipt

**Bill To:**

Brook MacMillan

Granite Mountain Charter School

8560 Aliento Road

Lucerne, CA 92356-8133

brook.macmillan@granitemountain.org

DESCRIPTION	AMOUNT
Shared HST's for fiscal year 2020	\$ 36,605.52
Total	\$ 36,605.52

**THANK YOU FOR YOUR BUSINESS!**

[illegible]

# Invoice

Yosemite Valley Charter School  
1781 E. Fir Ave, Ste 101  
Fresno, CA 93720  
laurie@inspireschools.org

Invoice# HSTYVSo6

Date: 6/23/2020

Terms: Due on receipt

**Bill To:**

Courtney McCorkle  
Heartland Charter School  
5060 California Ave Ste 420  
Bakersfield, CA 93309  
courtney@heartlandcharterschool.com

DESCRIPTION	AMOUNT
Shared HST's for fiscal year 2020	\$ 26,727.84
Total	\$ 26,727.84

**THANK YOU FOR YOUR BUSINESS!**

[illegible]

# Invoice

Yosemite Valley Charter School  
1781 E. Fir Ave, Ste 101  
Fresno, CA 93720  
laurie@inspireschools.org

Invoice# HSTYVSo7

Date: 6/23/2020

Terms: Due on receipt

**Bill To:**

Julie Haycock  
Lake View Charter School  
4672 County Road 'N'  
Orland, CA 95963  
julie@inspireschools.org

DESCRIPTION	AMOUNT
Shared HST's for fiscal year 2020	\$ 2,905.20
Total	\$ 2,905.20

**THANK YOU FOR YOUR BUSINESS!**



[illegible]

# Invoice

Yosemite Valley Charter School  
1781 E. Fir Ave, Ste 101  
Fresno, CA 93720  
laurie@inspireschools.org

Invoice# HSTYVSo8

Date: 6/23/2020

Terms: Due on receipt

**Bill To:**

Laurie Goodman  
Monarch River Academy  
1781 E. Fir Ave, Ste 101  
Fresno, CA 93720  
laurie@inspireschools.org

DESCRIPTION	AMOUNT
Shared HST's for fiscal year 2020	\$ 787,599.72
Total	\$ 787,599.72

**THANK YOU FOR YOUR BUSINESS!**

Student Location	Teacher	Payroll Loc	September	October	November	December	January	February	March	April	May	June	other	Total	MOU
Monarch River	Adams Fuller, Christianna	Yosemite	2	2	2	2	2	3	3	3	3	3		25	\$ 7,263.00
Monarch River	Bennett, Rebecca	Yosemite	2	2	2	0	0	0	0	0	0	0		6	\$ 1,743.12
Monarch River	Bertz, Jacky	Yosemite	5	6	0	0	6	6	6	6	6	6		47	\$ 13,654.44
Monarch River	Blackburn, Valerie	Yosemite	0	0	0	0	1	1	1	1	1	1		6	\$ 1,743.12
Monarch River	Bolanos, Barbara	Yosemite	3	3	3	3	3	3	3	2	2	2		27	\$ 7,844.04
Monarch River	Buckley, Kathryn	Yosemite	6	5	5	6	6	6	6	6	6	6		58	\$ 16,850.16
Monarch River	Burns, Stacy	Yosemite	6	6	6	7	7	7	7	7	7	7		67	\$ 19,464.84
Monarch River	Christensen, Janell	Yosemite	2	2	2	2	2	2	2	2	2	2		20	\$ 5,810.40
Monarch River	Cook, Barbara	Yosemite	3	3	3	3	1	1	1	1	1	1		18	\$ 5,229.36
Monarch River	Crump, Alexis	Yosemite	0	2	2	2	2	3	3	3	3	3		23	\$ 6,681.96
Monarch River	Douty, Natalie	Yosemite	8	8	12	12	9	9	9	9	9	9		94	\$ 27,308.88
Monarch River	Egorov, Michele	Yosemite	7	7	7	7	7	7	7	7	7	7		70	\$ 20,336.40
Monarch River	Elrod, Michelle	Yosemite	4	4	4	4	4	4	4	4	4	4		40	\$ 11,620.80
Monarch River	Ens, Melissa	Yosemite	2	2	2	2	2	2	2	2	2	2		20	\$ 5,810.40
Monarch River	Fitzgerald, Michelene	Yosemite	6	6	6	6	12	6	4	4	4	4		58	\$ 16,850.16
Monarch River	Flook, Natasha	Yosemite	5	5	5	5	5	5	5	5	5	5		50	\$ 14,526.00
Monarch River	Friesen, Amy	Yosemite	15	16	16	16	14	14	15	15	15	15		151	\$ 43,868.52
Monarch River	Goossen, Tamera	Yosemite	7	7	7	8	8	8	8	8	8	8		77	\$ 22,370.04
Monarch River	Grunau, Jeffrey	Yosemite	13	13	13	13	12	12	12	12	12	12		124	\$ 36,024.48
Monarch River	Hays, Susan	Yosemite	2	2	2	2	2	2	2	2	2	2		20	\$ 5,810.40
Monarch River	Heinrichs, Amy	Yosemite	6	6	6	6	8	6	6	6	6	6		62	\$ 18,012.24
Monarch River	Hemaidan, Melanie	Yosemite	6	6	6	6	7	6	8	8	8	8		69	\$ 20,045.88
Monarch River	Herbert, Tanell	Yosemite	5	5	5	6	6	6	6	6	6	6		57	\$ 16,559.64
Monarch River	Hofer, Miriam	Yosemite	14	14	14	14	15	15	15	15	15	15		146	\$ 42,415.92
Monarch River	Hughes, Lindsay	Yosemite	8	8	8	10	13	10	15	15	15	15		117	\$ 33,990.84
Monarch River	Jantzen, Rachael	Yosemite	1	1	1	1	1	1	1	1	1	1		10	\$ 2,905.20
Monarch River	Karr, Kristen	Yosemite	5	5	5	5	5	5	5	5	5	5		50	\$ 14,526.00
Monarch River	Kilgore, Megan	Yosemite	0	0	0	2	2	3	3	3	3	3		19	\$ 5,519.88
Monarch River	Kulekjian, Jessica	Yosemite	10	10	10	10	10	10	10	10	10	10		100	\$ 29,052.00
Monarch River	Linares, Fabio	Yosemite	1	1	1	1	1	1	1	1	1	1		10	\$ 2,905.20
Monarch River	Love, Glinda	Yosemite	0	0	0	1	1	1	1	1	1	1		7	\$ 2,033.64
Monarch River	McIntyre, Margie	Yosemite	5	5	5	5	5	5	5	5	5	5		50	\$ 14,526.00
Monarch River	Moore, Kimberly	Yosemite	5	5	5	5	6	4	4	4	4	4		46	\$ 13,363.92
Monarch River	Munro, Stacey	Yosemite	5	4	4	5	5	5	5	5	5	5		48	\$ 13,944.96
Monarch River	Pearce, Nicolette	Yosemite	7	7	7	7	7	7	7	7	7	7		70	\$ 20,336.40
Monarch River	Pettitt, Stacey	Yosemite	6	6	6	6	6	6	9	9	9	9		72	\$ 20,917.44
Monarch River	Rios, Megan	Yosemite	4	4	4	4	0	4	5	5	5	5		40	\$ 11,620.80
Monarch River	Sanchez, Elizabeth	Yosemite	3	3	3	3	3	3	3	3	3	3		30	\$ 8,715.60
Monarch River	Schneider, Shirin	Yosemite	4	4	4	4	4	4	4	4	4	4		40	\$ 11,620.80
Monarch River	Shumaker, Vikki	Yosemite	12	12	12	9	8	8	8	8	8	8		93	\$ 27,018.36
Monarch River	Skibbie, Shiela	Yosemite	8	8	8	8	8	8	8	8	8	8		80	\$ 23,241.60
Monarch River	Slakey, Roxi	Yosemite	2	2	2	2	2	2	2	2	2	2		20	\$ 5,810.40
Monarch River	Souder, Kimberly	Yosemite	5	5	5	4	4	4	4	4	4	4		43	\$ 12,492.36
Monarch River	Stumpfhauser, Randall	Yosemite	5	5	5	5	6	5	5	5	5	5		51	\$ 14,816.52
Monarch River	Sue, Margo	Yosemite	5	5	5	5	6	6	6	6	6	6		56	\$ 16,269.12
Monarch River	Talbot, Katherine	Yosemite	1	1	1	2	2	2	2	2	2	2		17	\$ 4,938.84
Monarch River	Torosian, Catherine	Yosemite	12	12	12	12	12	12	12	12	12	12		120	\$ 34,862.40
Monarch River	Tuck, Cristy	Yosemite	7	7	7	7	7	7	7	7	7	7		70	\$ 20,336.40
Monarch River	White, Sondra	Yosemite	3	3	3	2	2	2	2	2	2	2		23	\$ 6,681.96
Monarch River	Wilkinson, Anna	Yosemite	7	7	9	9	7	7	7	7	7	7		74	\$ 21,498.48
Monarch River	Williams, Stephanie	Yosemite	2	2	2	2	2	2	2	2	2	2		20	\$ 5,810.40
		51													\$ 787,599.72

## MEMORANDUM OF UNDERSTANDING FOR SHARED PERSONNEL SERVICES

This Memorandum of Understanding for Shared Personnel Services and Resources (“**MOU**”) is entered into as of July 1, 2020 (“**Effective Date**”) by and between the following California nonprofit public benefit corporations, which may each be referred to herein as a “**Party**” or collectively as the “**Parties**” to this MOU: Monarch River Academy and Yosemite Valley Charter School.

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

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

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

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

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

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

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

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

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

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

**2. Lessor and Lessee Schools.** The Parties acknowledge each School may both (i) employ an individual who will provide Services to another School; and (ii) receive Services from an individual employed by another School. The term “**Lessor**” refers to a School leasing its employee(s) to another School pursuant to the terms of the MOU. The term “**Lessee**” refers to a School receiving Services from another School’s employee(s) pursuant to the terms of the MOU. Each Party may serve as a Lessor and Lessee under this MOU, and shall meet the obligations set forth in this MOU depending on their role as a Lessor and/or Lessee. Shared Personnel shall be subject to the ultimate oversight, direction and control of Lessor and its governing board,

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

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

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

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

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

b. Expenses. Reasonable and necessary expenses incurred by Shared Personnel in the course of performing Services under this MOU shall be divided by relative Allocation between those Parties on whose behalf the expenses were incurred. Expenses in excess of \$1,000.00 must be approved in advance by the affected Parties. To the extent such expenses are not incorporated in the total costs outlined in Attachment B, invoices for expenses shall be sent within thirty (30) days of payment to Shared Personnel and shall include copies of supporting documentation (e.g. receipts).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

d. Provide a safe working environment for Shared Personnel.

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

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

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

## **8. Term and Termination.**

a. Term. The MOU is effective as of July 1, 2020 and shall remain in effect until June 30, 2021 (the “**Initial Term**”). This MOU shall automatically renew for consecutive additional one (1) year terms unless a Party provides written notice of non-renewal to the other at least ninety (90) days prior to the expiration of the then-current term (each, a “**Renewal Term**”). The Initial Term and any Renewal Term(s) are referred to as the Term. Termination under this subsection shall not relieve the terminating Party of any of its obligations under this MOU prior to the effective date of such termination. Termination of participation by any Party(ies) shall not terminate the MOU as to any other Party.

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

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

**9. Monthly Payment and Deposit.** Lessor shall provide monthly statements to each Party which shall include the billing period, the fees and any expenses owed and a description of the method by which the fees and expenses were calculated. Each Party shall submit payment to Lessor within 30 days after receipt of the invoice. Any disputes concerning invoices must be directed to Lessor in writing within thirty (30) days after receipt of the invoice. Lessor shall provide access to reasonable backup documentation for such fees upon request and subject to privacy considerations.

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

h. Lessor will provide thirty (30) days prior written notice to Lessee(s) in the event of any material modification or cancellation of insurance required by this MOU. If any of the required coverages expire during the term of this MOU, Lessor shall deliver the renewal certificate(s) including the

additional insured endorsements to Lessees at least ten (10) days prior to the expiration date.

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

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

**15. Indemnification.**

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

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

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

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

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

**18. Dispute Resolution.** If there is any dispute or controversy between the Parties arising out of or relating to this MOU, the Parties agree to confidentially meet in good faith to discuss a mutually amicable resolution to the dispute. If informal efforts at dispute resolution are not successful, the Party with the complaint shall give written notice of the dispute and the desired resolution to the other Party. The

Parties agree that, within thirty (30) days of the date of written notice of the failure to resolve the dispute despite good faith efforts, they will again meet with a mutually agreeable mediator for non-binding mediation in good faith, with a principal of each of the Parties present. If the Parties are still unable to come to a resolution within thirty (30) days of the external mediation, the Parties may agree to arbitrate the dispute in El Dorado County, or another jurisdiction upon mutual agreement by the Parties in dispute, before a retired California state or federal court judge under the Comprehensive Arbitration Rules of JAMS, rather than resorting to litigation.

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

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

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

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

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

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

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

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

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

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

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

executed original for all purposes.

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

Monarch River Academy, a California nonprofit  
public benefit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_, 2020

Yosemite Valley Charter School, a California  
nonprofit public benefit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_, 2020

Alta Vista Elementary, Authorizing District for  
Monarch River Academy

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_, 2020

Westside Elementary School, Authorizing District for  
Yosemite Valley Charter School

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_, 2020

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## ATTACHMENT A

**Effective Date: July 1, 2020**

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

### DESCRIPTION OF SERVICES

<b>Position</b>	<b>Teacher</b>
<b>Description of Services</b>	Duties and responsibilities include, but are not limited, to: <ul style="list-style-type: none"><li>• Providing direct and indirect instruction to Lessee students.</li><li>• Long and short-term planning addressing individual needs of students.</li><li>• Evaluating students' progress.</li><li>• Teaching an individualized approach per the Lessee's Charter Petition.</li><li>• Providing an inviting, exciting, and innovative learning environment to students.</li><li>• Serving as advisors to students.</li></ul>

<b>Position</b>	<b>Regional Special Education Director</b>
<b>Description of Services</b>	Duties and responsibilities include, but are not limited, to: <ul style="list-style-type: none"><li>• Supervise and oversee all Special Education Staff.</li><li>• Plan, administer, and assess the effectiveness of short-term and long-term services for Special Education students.</li><li>• Manage the special education referral process; arrange for or conduct student assessments; make recommendations regarding placement and program management for individual students.</li><li>• Coordinates with outside agencies to provide services to students and staff, for the purpose of offering appropriate services.</li></ul>

<b>Position</b>	<b>Assistant Director of Special Education – Transition Services</b>
<b>Description of Services</b>	Duties and responsibilities include, but are not limited, to: <ul style="list-style-type: none"><li>• Supervise and oversee the Transition Task Force.</li><li>• Oversee the organization of Transition Services, students' assessment, and ITP.</li><li>• Monitor Transition Program progress with appropriate multiple assessments.</li><li>• Collect, interpret, and report/disseminate data on student/program progress with all stakeholders, including data required for expanding and supporting the Transition Program.</li><li>• Develop a collaborative model with community colleges, adult schools, the</li></ul>

	<p>regional workforce development systems, local businesses, library, and other community organizations to facilitate the students' transitions to college or work.</p> <ul style="list-style-type: none"> <li>• Develop systems for students to have internship and employment opportunities.</li> </ul>
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<b>Position</b>	<b>Executive Director</b>
<b>Description of Services</b>	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> <li>• Oversee all daily functions.</li> <li>• Be professional, fair, and a team player in all duties, actions, and communications.</li> <li>• Keep the Board informed of the condition of the school's educational program and assure effective communication between the Board and school staff as needed.</li> <li>• See to the execution of all decisions and requests from the Board.</li> <li>• See that all funds, physical assets, and other property of the school are appropriately safeguarded and administered.</li> <li>• Complete and submit all reports, requests, and other deliverables as required by various governing or authorizing bodies or Board policies.</li> <li>• Ensure that annual budgets and financial reports are prepared and submitted to all pertinent parties.</li> <li>• Promote student academic achievement at all levels.</li> <li>• Advocate for equitable academic and extracurricular programs in all facets of the school.</li> </ul>

<b>Position</b>	<b>Co-Director</b>
<b>Description of Services</b>	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> <li>• Actively engage and be available to work with the Executive Director to assist with emails, phone calls, meetings, events, students, parents, Homeschool Teachers, and other regional staff.</li> <li>• Help ensure information, processes, and procedures from different departments is shared with fidelity and in a timely manner.</li> <li>• Help oversee Special Committees and or adjunct duties.</li> <li>• Assist with student transfers and Teacher Assignments for new students.</li> <li>• See that all funds, physical assets, and other property of the school are appropriately safeguarded and administered.</li> <li>• Be professional, fair, and a team player in all duties, actions, and communications.</li> <li>• Assist with hiring, onboarding, and directly supervise and train staff.</li> <li>• Promote student academic achievement at all levels.</li> </ul>

<b>Position</b>	<b>Executive Administrative Assistant</b>
<b>Description of Services</b>	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> <li>• Assists the Executive Director and Co-Director in the daily operation of the school as well as the planning, implementing, directing and maintaining of school programs by providing a wide variety of complex and confidential administrative and secretarial support.</li> <li>• Communicating on behalf of the school and the governing board to its staff, other districts, and public agencies.</li> <li>• Collects and prepares data for complex and confidential reports as assigned.</li> <li>• Utilizes methods to improve work flow and simplifies reporting procedures.</li> <li>• Responds to inquiries from state, county and district personnel and the public.</li> <li>• Interprets policies, regulations, and procedures.</li> <li>• Assist with board policies, state and county reports, financials, and all required items for the school, authorizing bodies, and governing board.</li> <li>• Arranges meetings and conferences and makes necessary reservations.</li> <li>• Represents the school as the Board Clerk for all governing board meetings.</li> </ul>

<b>Position</b>	<b>Administrative Assistant</b>
<b>Description of Services</b>	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> <li>• Answer and direct phone calls.</li> <li>• Produce and distribute correspondence memos, letters, faxes and forms.</li> <li>• Maintain social media and marketing accounts.</li> <li>• Develop and maintain relationships with vendors, staff, and families.</li> </ul>

### **ALLOCATION OF SERVICES**

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

<b>Party</b>	<b>ADA</b>	<b>Allocation</b>
Yosemite Valley Charter School	2250	.75 (75%)
Monarch River Academy	750	.25 (25%)

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

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

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

1. First Assessment. The Parties shall determine the Allocation no later than July 1, based upon each Party's second principal apportionment report (P-2) for the prior school year and staffing.

2. Second Assessment. The Parties shall re-assess the Allocation no later than December 15, based upon each Party's ADA as of that date, and any resulting adjustments shall be effective as of January 1.

**IN WITNESS WHEREOF**, the Parties execute this Attachment A of the Memorandum of Understanding.

Monarch River Academy, a California nonprofit  
public benefit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_, 2020

Yosemite Valley Charter School, a California  
nonprofit public benefit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_, 2020

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## **ATTACHMENT B**

### **Total Cost**

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

The following total cost of employing Shared Personnel to provide Services (as defined in Attachment A) is approved and effective as of **July 1, 2020**.

#### **MONARCH RIVER ACADEMY:**

Position	Shared Personnel Costs
<b>Nailya Jarocki – Lead ELD Coordinator</b>	<b>\$15,000</b>
<b>Valerie Blackburn – SST Coordinator</b>	<b>\$10,000</b>

#### **YOSEMITE VALLEY CHARTER SCHOOL:**

Position	Shared Personnel Costs
<b>Anna Wilkinson - Teacher Trainer</b>	<b>\$10,000</b>
<b>Rachael Jantzen – ELD Coordinator</b>	<b>\$10,000</b>
<b>Rebecca Bennett – ELD Coordinator</b>	<b>\$10,000</b>
<b>Michelle Elrod – High School Specialist</b>	<b>\$10,000</b>
<b>Shirin Schneider - High School Specialist</b>	<b>\$10,000</b>
<b>Amy Friesen - High School Specialist</b>	<b>\$10,000</b>
<b>Vikki Shumaker – 504 Coordinator</b>	<b>\$10,000</b>
<b>Michelene Fitzgerald – Director of Community Engagement</b>	<b>\$15,000</b>
<b>Stacy Munro – Intervention Specialist</b>	<b>\$10,000</b>



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## Immunization & Oral Health Assessment Policy

The Charter School is committed protecting the health and well-being of all Charter School students.

The purpose of Charter School Governing Board approving this Immunization and Oral Health Assessment Policy is to accomplish the following:

1. Outline Immunization Requirements During Enrollment
2. Establish Medical Exemptions from the
3. Establish the Oral Health Assessments as a Condition of Enrollment
4. Outline the Reporting Requirements to County Office of Education

**1. Immunizations:** To protect the health of all students and staff and to curtail the spread of infectious diseases, the Governing Board desires to cooperate with state and local health agencies to require immunization of all students against preventable diseases.

Valid immunization records are required during the Registration (REG-Online) process. Failure to submit a valid copy of the student's immunization record within the timeframe set by the school's board-approved Enrollment Policies will result in the forfeiture of the student's placement for the school year. Note, however, that Health & Safety Code section 120335 allows for independent study programs to allow non-immunized students to enroll if there is no classroom-based instruction. In that instance, the REG-Online process must indicate that the student is not immunized. Alternatively, a medical exemption must be submitted during REG-Online.

**2. Medical Exemptions:** Prior to January 1, 2021, a student will be exempted from the immunization requirements, to the extent indicated in the written statement, if his/her parent or guardian files with the School a written statement by a licensed physician or surgeon to the effect that the physical condition of the student is such, or medical circumstances relating to the student are such, that immunization is not considered safe. The statement should include the specific nature and probable duration of the medical condition or circumstances, including, but not limited to, family medical history, for which the physician or surgeon does not recommend immunization.

Beginning January 1, 2020, a child who has a medical exemption issued before January 1, 2020 shall be allowed continued enrollment in the School until the child enrolls in the next grade span.

Beginning January 1, 2021, the form that is compliant with Health & Safety Code section 120372 shall be the only documentation of a medical exemption that the School may accept.

If California's Department of Health Services (the "Department") revokes a student's medical exemption, the student has 30 days to commence the immunization schedule required for

attendance at the School. During this 30-day period, the student may continue in attendance at the School. Alternatively, the parent/guardian may appeal the revocation through the Department's appeal process. The student will continue in attendance during the pendency of the appeal and will not be required to otherwise comply with immunization requirements unless and until the revocation is upheld on appeal.

The School will file a written report on the immunization status of new entrants to the School with the Department of Health Services as required by law.

**3. Oral Health Examination:** By May 31 of each school year, students entering kindergarten or the first grade (who have not attended kindergarten) must present proof to the school of having received an oral health assessment by a licensed dentist, or other licensed or registered dental health professional. The oral health assessment must have been performed no earlier than 12 months prior to the date of initial enrollment.

A student may be excused from this requirement if his/her parent or guardian indicates on the approved form provided by the school one or more of the following reasons apply:

- The oral health assessment poses an undue financial burden on the parent/guardian;
- The parent/guardian lacks access to a licensed dentist or other licensed or registered dental health professional; or
- The parent/guardian does not consent to the assessment.

Upon initial enrollment in kindergarten or first grade, the school will notify parent/guardians of the required oral health assessment on the California Department of Education approved form.

Upon initial enrollment in kindergarten or first grade, the school will notify parent/guardians of the required oral health assessment on the California Department of Education approved form.

**4. Report to County Office of Education:** By July 1 of each year, the school will submit a report to a system designated by the state dental director for the collection of those reports or the County Office of Education containing the following information:

- the total number of pupils in the school who are subject to the oral health assessment requirements of the statute;
- the total number of pupils who submitted proof of an assessment;
- the total number of pupils who could not complete the assessment due to financial burden;
- the total number of pupils who could not complete the assessment due to lack of access to a dentist;
- the total number of pupils who could not complete the assessment because their parents/guardians did not consent;
- the total number of pupils who are assessed and found to have had caries experience;
- the total number of pupils who are assessed and found to have untreated decay;
- the total number of pupils who did not return either the assessment form or the waiver request to the school



# **EMPLOYEE HANDBOOK**

## **~~2019-2020~~ 2020-2021**

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## **SECTION 1 – WELCOME**

Welcome to Yosemite Valley Charter School!

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

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

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

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

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



## **SECTION 2 – GENERAL**

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

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

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

No supervisor or other representative of YVCS except the Principal, with the approval of the Board of Directors, has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the above. Further, the procedures, practices, policies and benefits described herein may be modified or discontinued from time to time with or without advance notice. We will try to inform you of any changes as they occur.

## **SECTION 3 – PHILOSOPHY**

### **CORE PURPOSE**

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

### **CORE VALUES**

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

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

### **PERMISSION-TO-PLAY VALUES**

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

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

### **STRATEGIC ANCHORS**

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

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

## **School-wide Learning Outcomes**

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

### **1. Technologically proficient and will:**

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

### **2. Critical thinkers who will:**

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

### **3. Effective communicators who will:**

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

### **4. Responsible and self-directed citizens who will:**

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

## **SECTION 4 – EMPLOYMENT**

### **EMPLOYMENT APPLICATIONS**

We rely upon the accuracy of information contained in the employment application and the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

### **EQUAL EMPLOYMENT OPPORTUNITY**

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

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

If you believe you have been subjected to discrimination, please follow the complaint procedure outlined below.

## HARASSMENT

It is the policy of YVCS to ensure equal employment opportunity without discrimination or harassment on the basis of race (which includes, but is not limited to, traits historically associated with race, including, but not limited to, hair texture and protective hairstyles), religious creed (which includes, without limitation, to religious dress and grooming practices), color, national origin (which includes, but is not limited to, national origin groups and aspects of national origin, such as height, weight, accent, or language proficiency), ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex (which includes pregnancy, childbirth, breastfeeding, and related medical conditions), gender, gender identity, gender expression, age, sexual orientation, military or veteran status (including state and federal active and reserve members as well as those ordered to duty or training), immigration/citizenship status or related protected activities (which includes undocumented individuals and human trafficking), protected medical leaves, domestic violence victim status, political affiliation, or any other consideration made unlawful by federal, state, or local laws, ordinances, or regulations. These categories include a perception that the individual has any of these characteristics or is associated with a person who has (or is perceived to have) any of these characteristics.

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

### What is Harassment?

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

- Offensive remarks, comments, jokes or slurs pertaining to an individual’s race, religion, sex, sexual orientation, gender or gender identity or gender expression, age, national origin or ancestry, disability, citizenship, veteran status, or any other protected status as defined by law or regulation whether verbally or by electronic means including email, and/or text messages
- Offensive sexual remarks, sexual advances, flirtations, or requests for sexual favors regardless of the gender of the individuals involved and whether verbally or by electronic means

- Offensive physical conduct, including, but not limited to, touching, blocking normal movement or interfering with another's work regardless of the gender of the individuals involved, including, but not limited to threats of harm, violence or assault
- Offensive pictures, drawings or photographs or other communications, including email, text messages, or other forms of electronic communication
- Holding work functions in inappropriate venues, such as a strip-club
- Sex or gender based practical jokes, sexual favoritism
- Threatening reprisals due to an employee's refusal to respond to requests for sexual favors or for reporting a violation of this policy
- Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature, regardless of gender, when:
  - Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
  - Submission to, or rejection of, such conduct by an individual is used as a basis for employment decisions affecting such individual;
  - Such conduct has the purpose or effect of substantially interfering with the individual's work performance or creating an intimidating, hostile or offensive working environment.

#### What is abusive conduct/workplace bullying?

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

#### What is Retaliation?

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

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

As used in this policy, an "adverse employment action" means conduct or an action that materially affects the terms and conditions of the employee's employment status or is reasonably likely to deter the employee from engaging in further protected activity. An adverse employment action may include, but is not limited to, the following: demotion, suspension, reduction in pay, denial of

merit salary increase, failure to hire, refusing to promote, denying employment opportunities, changing work assignments or otherwise treating an employee differently.

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

### Responsibility

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

### Reporting

YVCS encourages reporting of all perceived incidents of discrimination, harassment, abusive conduct or retaliation, regardless of the offender's identity or position. Individuals who believe that they have been subjected to such conduct should immediately discuss their concerns with their immediate supervisor, the Principal or Human Resources. Do not report your complaint to any individual who has allegedly engaged in the inappropriate behavior that is the subject of your complaint. In addition, YVCS encourages individuals who believe they are being subjected to such conduct to promptly advise the offender that his or her behavior is unwelcome and request that it be discontinued. Often this action alone will resolve the problem. YVCS recognizes, however, that an individual may prefer to pursue the matter through formal complaint procedures. Every effort will be made to keep such reports as confidential as possible, although confidentiality cannot be guaranteed. YVCS is serious about enforcing its policy against harassment; however, YVCS cannot resolve a harassment problem that it does not know about. Therefore, employees are responsible for bringing any such problems to YVCS' attention so it can take whatever steps are necessary to correct the problems.

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

### Investigation/Complaint Procedure

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

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

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

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

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

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

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

### Conclusion

This policy was developed to ensure that all employees could work in an environment free from harassment, discrimination, abusive conduct and retaliation. YVCS will make every reasonable effort to ensure that all concerned are familiar with these policies and aware that any complaint in violation of such policies will be investigated and resolved appropriately. Any employee who has questions or concerns about these policies should talk with Human Resources or the Principal. Finally, these policies should not, and may not, be used as a basis for excluding or separating individuals of a particular gender, or any other protected characteristic, from participating in business or work-related social activities or discussions. In other words, no one should make the mistake of engaging in discrimination or exclusion in order to avoid allegations of harassment. The law and the policies of YVCS prohibit disparate treatment on the basis of sex or any other protected characteristic, with regard to terms, conditions, privileges and prerequisites of employment. The prohibitions against harassment, discrimination, abusive conduct, and retaliation are intended to complement and further those policies, not to form the basis of an exception to them.

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



## Training Requirements

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

## AT WILL EMPLOYMENT

We believe that an employment relationship is successful as long as both parties are mutually satisfied. Accordingly, both you and YVCS will have the right to terminate your employment and all related compensation and benefits at any time, with or without cause and with or without notice. In addition, YVCS may eliminate or change any term or condition of your employment (including but not limited to your job assignment, duties, or salary) at will, at any time, for any reason not prohibited by law, with or without cause and with or without previous notice.

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

## OPEN COMMUNICATION POLICY

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

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

## LACTATION ACCOMMODATION POLICY

YVCS provides a reasonable amount of break time to accommodate a female employee's need to express breast milk for the employee's infant child. The School will also make a reasonable effort to provide the employee with the use of a room or other location in close proximity to the employee's work area for the employee to express milk in private. The lactation location will be shielded from view and free from intrusion while the employee is expressing milk.

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

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

1. The employee should complete an accommodation request form and contact the employee's supervisor or Human Resources to request designation of a location and time to express breast milk under this policy.
2. The requested break time should, if possible, be taken concurrently with other scheduled break periods. Nonexempt employees should clock out for any lactation breaks that do not run concurrently with normally scheduled rest periods. Any such breaks will be unpaid.

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

If the School cannot provide break time or a location that complies with this policy, the School will provide a written response to the employee. If the School fails to provide an accommodation for expressing milk in accordance with this policy, the employee has a right to file a complaint with the Labor Commissioner.

## PUBLIC RELATIONS

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

Below are several things employees can do to help leave people with a good impression of YVCS.

These are the building blocks for our continued success:

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

## WHISTLEBLOWER POLICY

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

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

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

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

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

## **SECTION 5 – THE EMPLOYMENT PROCESS**

### **EMPLOYEE STATUS AND CLASSIFICATIONS**

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

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

#### Exempt

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

#### Non-Exempt

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

#### Certificated Employee

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

#### Classified Employee

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

### **WORK SCHEDULES**

All employees will be assigned a work schedule suitable for their job assignment and will be expected to begin and end work according to the schedule. Please note that schedules may vary depending on a variety of factors including whether you work during the academic year or on an

annual basis. The Principal or your supervisor will assign your individual work schedule. In order to accommodate the needs of our business, it may be necessary to change individual work schedules on either a short- term or long-term basis. All employees are expected to be at their desks or workstations at the start of their scheduled shift, ready to work. If you need to modify your schedule, request the change with Human Resources or your supervisor. All schedule changes or modifications must be approved by the Principal.

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

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

## **WORKWEEK AND WORKDAY**

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

## **SPECIAL VIRTUAL CLASSROOM EMPLOYMENT CONDITIONS**

### **Position Responsibilities:**

1. Teachers may be assigned a “Virtual Class” or “Virtual Classes”
2. Teachers are provided, at YVCS’ expense, a computer capable of maintaining a high speed internet connection for their entire virtual class.
3. Teachers must be available each school day from 8:00 a.m. – 5:00 p.m. by internet and/or phone.
4. Teachers **may** be required to conduct a virtual classroom session **up to** two (2) hours per day for grades TK – 8 and **up to** three (3) hours per day for grades 9 – 12.
5. Teachers must have access to a phone for calling/responding to students/parents during the teacher’s scheduled time within two (2) hours by phone or four (4) hours by internet.
6. Teachers will use the tracking and monitoring system integrated into the student’s assigned course. Teachers will provide continual monitoring of the student’s progress and their scheduled benchmarked progress status.
7. Teachers will be responsible for all virtual school required record keeping and reporting.

### **Training:**

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

**Worksites:**

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

**ATTENDANCE AND PUNCTUALITY**

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

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

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

**PROFESSIONAL DEVELOPMENT**

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

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

YVCS will pay hourly employees for attendance at mandatory trainings, lectures and meetings outside of regular working hours at the employee's hourly rate. As exempt employees, salaried staff may be required to attend training seminars that may be outside of YVCS' normal business hours with no additional pay.

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

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

## TIME RECORDS (NON-EXEMPT EMPLOYEES)

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

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

## OVERTIME

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

## OFF THE CLOCK WORK

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

## MEAL AND REST PERIODS (NON-EXEMPT EMPLOYEES)

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

Failure to comply with the School's policy regarding meal and/or rest periods can lead to discipline, up to and including termination

### Meal Periods

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

hours or less. To waive a meal period, the employee must receive prior written approval from their supervisor and complete a “Meal Period Waiver” form.

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

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

### Rest Periods

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

<u>Hours Worked</u>	<u>Number of Rest Periods</u>
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3.5 hours to 6 hours	1, 10-minute rest period
Over 6 hours to 10 hours	2, 10-minute rest periods
Over 10 hours to 14 hours	3, 10-minute rest periods

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

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

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

If an employee voluntarily chooses to miss a meal or rest period or take a late, short, or interrupted meal period (e.g., I chose to take my lunch later in the day or I chose to refuse an “authorized” meal period at the time provided by YVCS), the employee is not entitled to premium pay (one additional hour of pay). If an employee involuntarily experiences a missed meal or rest period or a late, short, or interrupted meal period (e.g., my supervisor asked me to handle a client call or meeting that caused me to miss or take a late meal period), the employee is entitled to premium pay. Employees must report the reason for the non-compliant meal or rest period to Human Resources.



## **PAYDAYS**

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

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

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

## **PAYROLL WITHHOLDINGS**

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

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

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

## **SECTION 6 - CONDITIONS OF EMPLOYMENT**

### **IMMIGRATION LAW COMPLIANCE**

YVCS employs only those authorized to work in the United States in compliance with the Immigration and Control Act of 1986. Each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present original documentation

establishing identity and employment eligibility as outlined on the I-9 instruction forms. Former employees who are rehired must also complete the form if they have not completed an I-9 with YVCS within the past three years or if their previous I-9 is no longer retained or valid.

## CREDENTIAL REQUIREMENTS

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

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

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

## TUBERCULOSIS TEST

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

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

## CRIMINAL BACKGROUND CHECK

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

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

## CHILD ABUSE AND NEGLECT REPORTING ACT

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

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

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

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

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

## PERSONNEL FILES

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

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

## CHANGES IN EMPLOYEE INFORMATION

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

## SECTION 7 – PERFORMANCE

### PERFORMANCE EVALUATIONS

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

#### Teachers:

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

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

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

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

#### Classified Staff:

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

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

## SECTION 8 – LEAVES

### FAMILY MEDICAL LEAVE ACT/CALIFORNIA FAMILY RIGHTS ACT<sup>1</sup>

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

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

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

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

A "serious health condition" is one that requires inpatient care in a hospital or other medical care facility or continuing treatment or supervision by a health care provider. You may take a leave under paragraph (2) above only if due to a serious health condition, your spouse, child, parent, or registered domestic partner requires your care or assistance as certified in writing by the family member's health care provider. If you are seeking a leave under paragraph (3) above, you must provide the School with a medical certification from your health care provider establishing eligibility for the leave, and you must provide the School with a release to return to work from the

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

health care provider before returning to work. You must provide the required medical certification to the School in a timely manner to avoid a delay or denial of leave. You may obtain the appropriate forms from Human Resources.

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

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

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

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

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

## PREGNANCY DISABILITY LEAVE

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

should be promptly reported to Human Resources. Employees returning from pregnancy disability leave must submit a health care provider's verification of their fitness to return to work.

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

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

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

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

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

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

## MILITARY SPOUSE LEAVE

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

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

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

## WORKERS' COMPENSATION LEAVE

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

## BEREAVEMENT LEAVE

YVCS provides regular full-time employees up to three (3) days of paid bereavement leave, beyond sick or personal time, due to the death of an immediate family member. This includes a parent (including an in-law and step-parent), spouse, domestic partner, dependent, sibling, stepsibling, grandparent or grandchild. If a funeral is more than 500 miles from your home, you may receive paid leave for five (5) days with prior approval from your supervisor.

## JURY DUTY LEAVE

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

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

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

## TIME OFF TO VOTE

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



The School will not require or request that an employee bring the employee's vote by mail ballot to work or vote the employee's vote by mail ballot at work.

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

## SCHOOL ACTIVITIES LEAVE

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

The leave is subject to all of the following conditions:

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

## SCHOOL APPEARANCE/SUSPENSION LEAVE

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

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

## CRIME VICTIM LEAVE

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

- A victim of such a crime;

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

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

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

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

## DOMESTIC VIOLENCE LEAVE/SEXUAL ASSAULT/STALKING LEAVE

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

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

Certification may be sufficiently provided by any of the following:

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

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

The School will also, to the extent allowed by law, maintain the confidentiality to the extent possible of an employee requesting leave under this provision. The School will not discharge, discriminate, or retaliate against an employee who exercises their rights under this law. Domestic violence, sexual assault, and stalking victim's leave for medical treatment does not exceed or add to the unpaid leave time that FMLA/CFRA allows.

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

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

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

## MILITARY LEAVE

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

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

## ADULT LITERACY LEAVE

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

## ORGAN DONOR / BONE MARROW DONOR LEAVE

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

You must give as much notice as is practicable and must provide certification of the medical necessity of the procedure. You will be required to use up to ten (10) days of any available paid leave (sick and/or PTO) for organ donation and up to five (5) days of available paid leave (sick

and/or PTO) for bone marrow donation. This leave does not run concurrently with FMLA/CFRA. You must have been employed for at least a 90-day period immediately preceding the beginning of the leave, if otherwise eligible.

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

An employee will also be given an additional unpaid leave of absence, not exceeding 30 business days in a one-year period, when that employee is an organ donor, for the purpose of donating the employee's organ to another person. The one-year period is measured from the date the employee's leave begins and shall consist of 12 consecutive months.

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

## DRUG & ALCOHOL REHABILITATION LEAVE

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

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

## VOLUNTEER CIVIL SERVICE LEAVE

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

## CIVIL AIR PATROL LEAVE

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

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

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

## **SECTION 9 – BENEFITS**

### **SCHOOL HOLIDAYS**

The School observes 12 paid holidays during the year:

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

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

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

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

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

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

- At the Supervisor's request/approval
- Due to closure of schools because of inclement weather
- Due to sickness with a doctor's note verifying need for absence
- Prior to or following Jury Duty or Bereavement Leave

- Due to a previously scheduled and approved time off

## PAID TIME OFF (PTO) – A-BASIS ONLY

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

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

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

All full-time A-Basis (12 Months) employees may be eligible to receive up to ten (10) days (i.e., 80 hours) of PTO each school year (July 1 – June 30). 3.33 hour of PTO are accrued per pay period. Once an employee's PTO balance reaches fifteen (15) ~~twenty (20)~~ days (i.e., 120 ~~160~~ hours), the employee stops receiving any additional PTO until PTO is used and the employee's balance falls below the 15 ~~20~~-day cap. PTO days will not accumulate during any unpaid leave of absence.

The following terms also apply to PTO:

- For both non-exempt and exempt employees, vacation time may be taken in minimum increments of .25 hours. If an exempt employee absents himself or herself from work for part or all of a workday, he or she will be required to use available PTO to make up for the absence.
- In the event an employee has exhausted his or her PTO, any additional time off must be approved by their supervisor and will be taken without pay.
- Any employee who misses three (3) consecutive days of work without notice to their supervisor may be deemed to have abandoned his/her job and voluntarily resigned from employment.
- Upon separation of employment, employees will be paid their earned PTO based on their date of separation and their regular rate of pay.
- To the extent permitted by law, PTO accumulated prior to the start of a requested and approved unpaid leave of absence must be used to cover hours missed before the start of the unpaid leave.

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

## SICK LEAVE

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

### Eligible Employees

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

### Permitted Use

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

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

### Allotment

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

- Full-time A-Basis, B-Basis, C-Basis, and D-Basis school based employees:

On July 1 of each year, eligible employees will be allotted ten days (80 hours) of PSL per school year (July 1 – June 30), which unused PSL days will carryover year to year subject to a cap of 18 days (144 hours). 24 hours will be front-loaded at beginning of the school year or hire date with 2.33 hours accrued per pay period. 8 hours equals one full workday. **Please note that teachers get 10 days of sick leave. Regional Coordinators receive 11 days of sick leave. Directors receive 12 days of sick leave per year according to the number of days in their work contract. ~~Employees hired after July 1 but before December 31 will receive ten days (80 hours) of PSL on his or her first day of employment. Employees hired after December 31 will receive five days (40 hours) of PSL on his or her first day of employment.~~**

- All other eligible employees:

All other eligible employees will be allotted three days (24 hours) of PSL each school year (July 1 – June 30) on July 1 or on his or her first day of employment, even if hired mid-year. PSL days are “use it or lose it” and, as such, do not carry over from year to year.

**New Hires may carry over sick leave from their prior school district if they are**



certificated teachers in CALSTRS. Yosemite Valley will confirm previous employment and allotted sick leave with the previous district. Once confirmed and approved the carryover time will be added to your service credit with CALSTRS upon signature of the Yosemite Valley Charter School STRS Carry-Over Policy. Carryover sick leave cannot be used while employed with Yosemite Valley Charter School.

#### Limits on Use

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

PSL may be taken in minimum increments of .25 hours. If an exempt employee absents himself or herself from work for part or all of a workday for a reason covered by this policy, he or she will be required to use PSL to make up for the absence.

#### Notification

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

#### Termination

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

#### No Discrimination or Retaliation

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

#### Transfer of Sick Leave for STRS

New employees may carry over accrued sick leave from a prior employer, but said accrued sick leave may not be used while employed with YVCS. Said accrued sick leave is for purposes of the State Teachers Retirement System only.

### PAID SICK LEAVE DONATION POLICY

#### Personal Hardship

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

#### Eligibility

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

### Requests for Donations

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

### Donations of Paid Leave

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

1. Donating employees must maintain a minimum of 24 hours of PSL after reducing their leave balance to effect the donation.
2. In any 12-month period, no employee may donate more than 40 hours.
3. Voluntary donations of PSL are final upon submission of a signed PSL Donation Form that satisfies the conditions established by this policy. The donating employee's PSL balance account shall thereupon be reduced by the hours donated.
4. Donated hours not used by the eligible employee during the hardship period shall remain in the eligible employee's PSL account balance.
5. The names of donating employees, hours donated, and the value of such donations shall be kept confidential to the extent possible.

### Valuation of Donated PSL

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

## **INSURANCE BENEFITS**

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

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

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

## COBRA BENEFITS

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

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

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

## SOCIAL SECURITY/MEDICARE

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

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

## STATE DISABILITY INSURANCE (WAGE SUPPLEMENT)

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

## PAID FAMILY LEAVE (WAGE SUPPLEMENT)

Under California law, eligible employees may participate in the Paid Family Leave ("PFL") program, which is part of the state's unemployment compensation disability insurance program. The PFL program provides up to six weeks of partial wage replacement benefits to employees who take time off to care for a seriously ill or injured child, spouse, parent, registered domestic partner, siblings, grandparents, grandchildren, or parents-in-law or to bond with a new child (birth, foster care, adoption) The PFL program does not provide job protection or reinstatement rights. It is a

wage supplement provided concurrently while an employee takes an eligible leave of absence under YVCS policy and applicable law.

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

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

## WORKER'S COMPENSATION INSURANCE

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

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

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

## **SECTION 10 – EMPLOYEE COMMUNICATIONS POLICY**

### **COMMUNICATIONS POLICY**

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

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

- To send and receive necessary and occasional personal communications;
- To use the telephone system for brief and necessary personal calls; and
- To access the Internet for brief personal searches and inquiries during meal periods or other breaks, or outside of work hours, provided that employees adhere to all other usage policies.

#### **No Expectation of Privacy**

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

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

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

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

#### Professional Use of Communication Systems Required

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

#### Offensive and Inappropriate Material

YVCS' policy against discrimination and harassment, sexual or otherwise, applies fully to YVCS' Communication Systems, and any violation of that policy is grounds for discipline up to and including discharge. Therefore, no Email messages should be created, sent, or received if they contain intimidating, hostile, or offensive material concerning race, color, religion, sex, age, national origin, disability or any other classification protected by law. Further, material that is fraudulent, harassing, abusive, embarrassing, sexually explicit, profane, obscene, intimidating, defamatory, unlawful, inappropriate, or offensive (including offensive material concerning sex, race, color, national origin, religion, age, disability, or other characteristic protected by law) may not be downloaded from the Internet or displayed or stored in YVCS' computers. Employees encountering or receiving this kind of material should immediately report the incident to their Principal.

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

#### Solicitations

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

#### Licenses and Fees

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

### Games and Entertainment Software

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

### Confidential Information

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

### Copyrights and Trademarks

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

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

### Maintenance and Security of the System

Employees must not deliberately perform acts that waste resources or unfairly monopolize resources to the exclusion of others. These acts include, but are not limited to, sending mass mailings or chain letters, spending excessive amounts of time on the Internet, playing games, streaming video or audio files, engaging in online chat groups, printing excessive copies of documents, or otherwise creating unnecessary network traffic. Because audio, video, and picture files require significant storage space, files of this or any other sort may not be downloaded unless they are business-related. In addition, employees should routinely delete outdated or otherwise unnecessary voicemails, Emails and computer files. These deletions will help keep the system running smoothly and effectively, as well as minimize maintenance costs.

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

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

### Violations of this Policy

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

### Amendment and Modification of this Policy

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

## **SOCIAL MEDIA POLICY**

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

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

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

Due to security risks, employees must be cautious when installing the external applications that work with the social networking site. At a minimum, it is recommended that all employees should have all privacy settings set to "Only Friends". The settings "Friends of Friends" and "Networks and Friends" open your content to a large group of unknown people, including students.

### Personal or Professional Blogs

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



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

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

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

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

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

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

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

## EQUIPMENT POLICY

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

### Laptop Computers

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

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

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

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

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

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

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

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

## CELL PHONE POLICY

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

If you are required to perform business on a cell phone for YVCS while driving, you must utilize the hands-free option on the cell phone or a headset/earpiece device. Sending, writing, or reading text based communications on your cell phone while driving a School vehicle or your own vehicle to conduct School business is prohibited. Text based communications include, but are not limited to, text messages, instant messages, and email.

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

### Telephone Calls and Texting

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

## **NO SOLICITATION/DISTRIBUTION POLICY**

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

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

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

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

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

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

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

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

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

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

### Definitions

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

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

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

### Employee Responsibility

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

## ANTI-NEPOTISM POLICY

### Policy Statement

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

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

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

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

### Definitions

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

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

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

### Procedures

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

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

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

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

### Responsibilities

The Principal or designee shall coordinate with the current employee's direct supervisor to develop appropriate plans to ensure that a Family Member's employment does not conflict with this policy. If the situation cannot be resolved by a transfer, then the Principal or designee will deny the

application for employment. Special circumstances may be reviewed by the Board in the event that YVCS' best interests would be served by the employment of a Family Member.

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

## VIOLENCE IN THE WORKPLACE

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

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

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

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

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

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

There will be no retaliation against any employee who brings a complaint in good faith under the Violence in the Workplace Policy or who honestly assists in investigating such a complaint, even

if the investigation produces insufficient evidence that there has been a violation, or if the charges cannot be proven. However, disciplinary action may be taken against employees who, in bad faith, make false or frivolous accusations.

## SECTION 11 – STANDARDS OF CONDUCT

### PERSONAL STANDARDS

Each employee must be neatly groomed and wear clothing that is professional and appropriate for the employee's position. Your Principal or immediate supervisor will inform you of any special clothing requirements. Employees will not be permitted to wear clothing or otherwise present an appearance that may cause disruption, be taken as offensive, or reduce productivity.

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

### TEACHER-STUDENT INTERACTIONS

#### Boundaries Defined

For the purposes of this policy the term “boundaries” is defined as acceptable professional behavior by staff members while interacting with a student. Trespassing beyond the boundaries of a student-teacher relationship is deemed an abuse of power and a betrayal of public trust.

#### Acceptable and Unacceptable Behavior

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

Staff members must understand their own responsibilities for ensuring they do not cross the boundaries as written in this policy. Disagreeing with the wording or intent of the established boundaries will be considered irrelevant for any required disciplinary purposes. Thus, it is critical that all employees study this policy thoroughly and apply its spirit and intent in their daily activities.

#### Unacceptable Behaviors

These lists, and any subsequent lists, are not meant to be all-inclusive, but rather illustrative of the types of behavior addressed by this policy.

- Giving gifts to an individual student that are of a personal and intimate nature
- Kissing of ANY kind
- Any type of unnecessary physical contact with a student in a private situation
- Intentionally being alone with a student away from school
- Making, or participating in, sexually inappropriate comments
- Sexual jokes, or jokes/comments with sexual overtones or double-entendres
- Seeking emotional involvement (which can include intimate attachment) with a student beyond the normative care and concern required of an educator
- Listening to or telling stories that are sexually oriented



- Discussing inappropriate personal troubles or intimate issues with a student in an attempt to gain their support and understanding
- Becoming involved with a student so that a reasonable person may suspect inappropriate behavior
- Giving students a ride to/from school or school activities without parental permission
- Being alone in a room with a student at school with the door closed
- Allowing students in your home without signed parental permission for a pre-planned and pre-communicated educational activity which must include another educator, parent, or other responsible adult
- Remarks about the physical attributes or physiological development of anyone
- Excessive attention toward a particular student
- Sending emails, text messages, Facebook responses, or letters to students if the content is not about school activities

#### Acceptable and Recommended Behaviors

- Obtaining parent's written consent for any school activity (exclusive of tutorials)
- Obtaining formal approval (site and parental) to take students off school property for activities such as field trips or competitions
- Emails, text-messages, phone conversations, and other communications to and with students, if permitted, must be professional and pertain to school activities or classes (communication should be initiated via school-based technology and equipment)
- Keeping the door open when alone with a student
- Keeping reasonable and appropriate space between you and the student
- Stopping and correcting students if they cross your own personal boundaries
- Keeping parents informed when a significant issue develops about a student
- Keeping after-class discussions with a student professional and brief
- Immediately asking for advice from senior-staff or administration if you find yourself in a difficult situation related to boundaries
- Involving your supervisor in discussion about boundaries that have the potential to become more severe (including but not limited to: grooming or other red flag behaviors observed in colleagues, written material that is disturbing, or a student's fixation on an adult)
- Making detailed notes about an incident that in your best judgment could evolve into a more serious situation later

- Recognizing the responsibility to stop unacceptable behavior of students and/or co-workers
- Asking another staff member to be present, or within close supervisory distance, when you must be alone with a student after regular school hours
- Prioritizing professional behavior during all moments of student contact
- Asking yourself if any of your actions, which are contrary to these provisions, are worth sacrificing your job and career

### Reporting

When any staff member becomes aware of another staff member, volunteer, guest or vendor having crossed the boundaries specified in this policy, or has a reasonable suspicion of misconduct, he or she must report the suspicion to their immediate supervisor or the Principal promptly. Reasonable suspicion means it is based on facts which would lead a reasonable person to believe the conduct occurred. Prompt reporting is essential to protect students, the suspected staff member, any witnesses, and the School as a whole. Employees must also report to the administration any awareness of, or concern about, student behavior that crosses boundaries, or any situation in which a student appears to be at risk for sexual abuse.

### Investigating

The School will promptly investigate and document the investigation of any allegation of sexual misconduct or inappropriate behavior, using such support staff or outside assistance, as it deems necessary and appropriate under the circumstances. Throughout this fact-finding process, the investigating administrator, and all other privy to the investigation, shall protect the privacy interests of any affected student(s) and/or staff member(s) including any potential witnesses, as much as possible.

### Consequences

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

## CUSTOMER & PUBLIC RELATIONS

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

## PROHIBITED CONDUCT

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

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

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

## CONFIDENTIAL INFORMATION

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

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

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

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

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

## CONFLICTS OF INTEREST

All employees must avoid situations that result in actual or even potential conflicts of interest. Personal, social, and economic relationships with competitors, suppliers, customers, parents, or co-employees that may impair an employee's ability to exercise good judgment on behalf of the School or which give the appearance of such impairment create an actual or potential conflict of interest. For example, romantic or personal relationships between a supervisor and subordinate employee can lead to supervisory problems, claims of harassment, and morale problems. Employees shall not be financially interested in any contract made by them in their official capacity.

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

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

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

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

### Outside Employment

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

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

Your obligations to YVCS must be given priority. Full time employees are hired and continue employment with the understanding that YVCS is their primary employer and that other

employment, commercial involvement or volunteer activity that is in conflict with the business interests of the school is strictly prohibited.

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

### **Policy Statement**

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

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

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

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

### **Procedure**

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

## **EXPENSE REIMBURSEMENT POLICY**

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

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

### Policy Statement

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

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

### Procedures

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

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

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

## SECTION 12 – SAFETY

### SUBSTANCE AND ALCOHOL POLICY

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

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

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

- Use, possession, purchase, or offer for sale of illegal drugs, drug paraphernalia, or alcohol during working hours, including meal and break periods, or in the presence of pupils;
- Use, possession, purchase, or offer for sale of illegal drugs, drug paraphernalia, or alcohol on School property at any time;
- Use, possession, purchase, or offer for sale of illegal drugs, drug paraphernalia, or alcohol while attending a School function or event;
- Storing alcohol (if unauthorized), illegal drugs, or drug paraphernalia in a locker, desk, automobile, or other repository on the School's premises;
- Refusing to submit to an inspection or testing when requested by administration;
- Being under the influence of illegal drugs, prescription medication that impairs cognitive or physical functions and/or alcohol during working hours, while on the School's premises and/or attending a School function or event.

Employees taking physician-prescribed medications, which impairs the employee's job performance, (including medical prescribed marijuana) should not report to work. In addition, if you are required to take any kind of prescription or nonprescription medication that will affect your ability to perform your job, you are required to report this to Human Resources. Human Resources will determine if it is necessary to temporarily place you on another assignment or take other action as appropriate to protect your safety and the safety of other employees and students. Employees taking physician-prescribed medication which will not impair their job performance may be required to present a statement from the prescribing physician to the employee's supervisor indicating the duration of the prescription and stating that the use of the prescription will not impair the employee's ability to perform his or her specific job duties. This policy does not require or



request the prescribing physician or the employee to identify any prescription drug or the medical condition for which it is prescribed. No employee shall use or have in his or her possession on the School premises any prescription medication other than medications currently prescribed by a physician for the employee.

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

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

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

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

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

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

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

Any refusal to submit to such testing will be considered a positive screen. An employee's consent to submit to such a test is required as a condition of employment, and an employee's refusal to consent may result in disciplinary action, including termination for a first refusal or any subsequent refusal. The School shall determine the manner in which such testing is conducted with the goal being to ensure that the test results are accurate.

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

## SMOKING

All School buildings and facilities are non-smoking facilities. This includes nicotine and non-nicotine cigarettes including (herbal cigarettes) as well as e-cigarettes, vaping and/or pipes (both

tobacco and marijuana products). Smoking is prohibited within 20 feet of a school building and within 25 feet of a school playground or event location.

## PARKED VEHICLES

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

## PERSONAL AUTOMOBILE

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

## PERSONAL PROPERTY

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

## SAFETY POLICY

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

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

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

## ERGONOMICS

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

## CHEMICAL EXPOSURE WARNING

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

## **SECTION 13 – TERMINATION**

### **VOLUNTARY TERMINATION**

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

### **INVOLUNTARY TERMINATION**

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

### **EXIT INTERVIEWS**

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

### **VERIFICATION AND REFERENCE POLICY**

All requests for employment verification, references or personal information verification or disclosures must be directed to Human Resources. Only Human Resources is authorized to provide verifications or references, or disclose personal information, pertaining to current or former employees.

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

## EMPLOYEE HANDBOOK ACKNOWLEDGEMENT

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

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

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

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

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

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

Employee Name (print): \_\_\_\_\_

Employee Signature: \_\_\_\_\_

Date: \_\_\_\_\_



## Yosemite Valley Charter School

3610 E. Ashlan Avenue, Fresno, CA 93726

Ph (559) 316-0192 | Fax (559) 335-4089

### STRS Sick Leave Roll-Over Policy for Yosemite Valley Charter School Employees

#### Eligible Employees

All Certificated employees (including teachers, part-time and temporary employees) who work for the School and participate in CALSTRS.

#### Permitted Use

New Hires may carry over sick leave from their prior school district if they are certificated teachers in CALSTRS. If you had banked Sick Leave at your previous district Yosemite Valley Charter will honor your allotted time once your previous employment and allotted sick leave have been confirmed with your prior school district.

#### Allotment

- 8 hours equals one full workday.
- Please note that teachers get 10 days of sick leave. Regional Coordinators receive 11 days of sick leave. Directors receive 12 days of sick leave per year according to the number of days in the work contract.
- Please see the PTO and Sick Leave Policy in the Employee Handbook for more information.
- Carry-Over sick leave may not be used during their employment with Yosemite Valley Charter School.

#### Termination

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

#### No Discrimination or Retaliation

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

I acknowledge that I have read and understood the policy. I hereby give my authorization for Yosemite Valley Charter School to contact my previous employer and request my allotted sick time.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



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## Covid-19 Related Employment Policies

### 1. Emergency Family and Medical Leave Expansion Act ("E-FMLA")

In addition to other qualifying Family Care and Medical Leave identified in Yosemite Valley Charter School (the "School")'s Employee Handbook, the School provides Emergency Family and Medical Leave as described below.

Until no longer required by Federal law, the School will provide an eligible employee with up to 12 weeks of leave to care for their children, who are under the age of 18, because of a COVID-19 related school or child care related closure.

**Eligible Employee:** Eligible employee means an employee who has been employed by the School for at least 30 calendar days and is unable to work (or telework) due to a need for leave to care for that employee's son or daughter if the child's school or place of care has been closed, or the child care provider of such son or daughter is unavailable, due to a public health emergency.

**Rehired Employees:** An employee is considered to have been employed by an employer for at least thirty calendar days if: 1) the employer had the employee on its payroll for the thirty calendar days immediately prior to the day that the employee's leave would begin; or 2) the employee was laid off or otherwise terminated by the employer on or after March 1, 2020, and rehired or otherwise reemployed by the employer on or before December 31, 2020, provided that the employee had been on the employer's payroll for thirty or more of the sixty calendar days prior to the date the employee was laid off or otherwise terminated.

An employee who has been employed by an employer for a least thirty calendar days is eligible for E-FMLA regardless of whether the employee would otherwise be eligible for leave under FMLA.

**Paid/Unpaid Leave:** For the first 10 days for which an employee takes E-FMLA leave, it will be unpaid unless the employee elects to substitute any accrued vacation leave, personal leave, or medical or sick leave for unpaid leave.

After the first 10 days of leave, the leave shall be paid by the School in accordance with the following calculations:

- No less than two-thirds of an employee's regular rate of pay as determined under 29 U.S.C. § 207(e); and
- The number of hours the employee would otherwise be normally scheduled to work.
- If the employee's schedule varies from week to week to such an extent that the employer is unable to determine with certainty the number of hours the employee would have worked if the employee had not taken leave, the employer shall use the following in place of such number:

- A number equal to the average number of hours that the employee was scheduled per day over the 6-month period ending on the date on which the employee takes such leave, including hours for which the employee took leave of any type.
- If the employee has not been employed for six months, the average number of hours the employee and the employer agreed at the time of hiring that the employee would work each workday. If there is no such agreement, the scheduled number of hours is equal to the average number of hours per workday that the employee was scheduled to work over the entire period of employment, including hours for which the employee took leave of any time.

If an eligible employee elects or is required to use leave available to the employee under the employer's policies, such as vacation or personal leave or paid time off, concurrently with E-FMLA, the employer must pay the employee a full day's pay for that day. However, the employer is capped at taking \$200 a day or \$10,000 in the aggregate in tax credits for E-FMLA.

An employer shall not be required to pay more than \$200 per day and \$10,000 in the aggregate for each employee for paid E-FMLA leave.

The first two weeks of E-FMLA may be unpaid and the employee may substitute Paid Sick Leave at two-thirds the employee's regular rate of pay or accrued paid leave provided by the employer during the first two weeks.

After the first two weeks of leave, E-FMLA is paid at two-thirds the employee's regular rate of pay, up to \$200 per day per employee. Because this period of E-FMLA is not unpaid, the FMLA provision for substitution of the employee's accrued paid leave is inapplicable, and neither the employee nor the employer may require the substitution of paid leave. However, employers and employees may agree to have paid leave supplement any pay under E-FMLA so that the employee receives the full amount of his or her normal pay. For example, an employee and employer may agree to supplement the E-FMLA by substituting one-third hour of accrued vacation leave for each hour of E-FMLA.

**Notice:** In any case where the necessity for E-FMLA leave is foreseeable, an employee shall provide the School with such notice of leave as is practicable.

**Restoration to Position:** An employee who takes E-FMLA leave shall be entitled, on return from such leave, (A) to be restored by the employer to the position of employment held by the employee when the leave commenced; or (B) to be restored to an equivalent position with equivalent employment benefits, pay and other terms and conditions of employment.

**Please refer to the Employee Handbook for other details relating to FMLA leave, which are incorporated herein by reference to the extent they do not conflict with this E-FMLA policy.**

If an FMLA (not E-FMLA) eligible employee has already taken some FMLA leave for FMLA leave reasons during the twelve-month period, the eligible employee may take up to the remaining portion of the twelve workweek leave for E-FMLA. If an FMLA eligible employee has already taken the full twelve workweeks of FMLA leave during the twelve-month period, the FMLA eligible employee may not take E-FMLA.



## 2. Emergency Paid Sick Leave (“E-Sick Leave”)

In addition to the School’s Sick Leave policy identified in the Employee Handbook, the School will provide to each employee employed by the School to the extent that the employee is unable to work (or telework) due to a need for leave because of any of the following:

- The employee is subject to a Federal, State or local quarantine or isolation order related to COVID-19;
- The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19;
- The employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis. This means the employee is experiencing any of the following symptoms: Fever, dry cough, shortness of breath, or any other COVID-19 symptoms identified by the U.S. Centers for Disease Control and Prevention. This sick leave is limited to time the employee is unable to work because the employee is taking affirmative steps to obtain a medical diagnosis, such as making, waiting for, or attending an appointment for a test for COVID-19;
- The employee is caring for an individual who is subject to an order as described in the first bullet or has been advised as described in the second bullet. Caring for an individuals means an employee’s immediate family member, a person who regularly resides in the employee’s home or a similar person with whom the employee has a relationship that creates an expectation that the employee would care for the person if he or she were quarantined or self-quarantined. “Individual” does not include persons with whom the employee has no personal relationship;
- The employee is caring for a son or daughter of such employee if the school or place of care of the son or daughter has been closed, or the child care provider of such son or daughter is unavailable, due to COVID-19 precautions. In this situation, sick leave is only available if no other suitable person is available to care for the son or daughter during the period of leave;
- The employee is experiencing any other substantially similar condition specified by the Secretary of Health and Human Services in consultation with the Secretary of the Treasury and the Secretary of Labor.

All employees, regardless of how long the employee has been employed by the School, are eligible for E-Sick Leave.

For full-time employees, the School will grant the employee 80 hours of paid E-Sick Leave. Full-time employees are those that are normally scheduled to work at least 40 hours each workweek. ) For part-time employees, a number of hours granted will be equal to the number of hours that such employee works, on average, over a 2-week period.

If the employee’s schedule varies from week to week to such an extent that the employer is unable to determine with certainty the number of hours the employee would have worked if the employee had not taken E-Sick Leave, the employer shall use the following in place of such number:

- If the part time employee has been employed for at least six months, the employee is entitled to up to the number of hours of paid sick leave equal to fourteen times the average number of hours that the employee was scheduled to work each calendar day over the six-

month period ending on the date on which the employee takes paid sick leave, including any hours for which the employee took leave of any type.

- For employees employed fewer than six months, the employee is entitled to up to the number of hours of paid sick leave equal to fourteen times the number of hours the employee and the employer agreed to at the time of hiring that the employee would work, on average, each calendar day. If there is no such agreement, the employee is entitled to up to the number of hours of paid sick leave equal to fourteen times the average number of hours per calendar day that the employee was scheduled to work over the entire period of employment, including hours for which the employee took leave of any type.

Unused paid E-Sick Leave does not carry over from 1 year to the next and is not paid out on termination. Once an employee who received paid E-Sick Leave returns to work, the School will not provide the employee any further paid E-Sick Leave.

The School shall not require, as a condition of providing paid E-Sick Leave, that the employee involved search for or find a replacement employee to cover the hours during which the employee is using paid E-Sick Leave.

Paid E-Sick Leave is calculated based on the employee's required compensation and the number of hours the employee would otherwise be normally scheduled to work, except that an employer shall not be required to pay more than \$511 per day and \$5,110 in the aggregate when an employee uses E-Sick Leave for that employee's own COVID-19 related needs, and \$200 per day and \$2,000 in the aggregate when an employee uses E-Sick Leave for caring for another person's COVID-19 related needs or the employee is experiencing any other substantially similar condition as specified above.

### 3. Intermittent Leave under E-FMLA or Paid Sick Leave

Subject to the conditions and applicable limits, an employee may take E-FMLA or Paid Sick Leave intermittently only if the employer and employee agree. The employer and employee may memorialize in writing any agreement under this provision, but a clear and mutual understanding between the parties is sufficient.

The ability of an employee to take either of these leaves intermittently while reporting to an employer's worksite depends upon the reason for the leave. If the employer and employee agree, the employee may take up to the entire portion of the leave intermittently to care for the employee's son or daughter whose school or place of care is closed, or child care provider is unavailable, because of reasons related to COVID-19. Under such circumstances, intermittent leave may be taken in any increment of time agreed to by the employer and employee.

An employee may not take Paid Sick Leave intermittently if the leave is taken for the following reasons: 1) the employee is subject to a Federal, State, or local quarantine or isolation order related to COVID-19; 2) the employee has been advised by a health care provider to self quarantine due to concerns related to COVID-19; 3) the employee is experiencing symptoms of COVID-19 and seeking medical diagnosis from a health care provider; 4) the employee is caring for an individual who is subject to 1-3; or the employee has a substantially similar condition as specified by the Secretary of Health and Human Services. Once the Employee begins taking Paid Sick Leave for

one or more reasons, the employee must use the permitted days of leave consecutively until the employee no longer has a qualifying reason to take Paid Sick Leave.

If an employer directs or allows an employee to telework, or the employee normally works from home, the employer and employee may agree that the employee may take Paid Sick Leave for any qualifying reason or E-FMLA intermittently, and in any agreed increment of time (but only when the employee is unavailable to telework because of a COVID-19 related reason).

If an employee takes Paid Sick Leave or E-FMLA intermittently as the employee and employer have agreed, only the amount of leave actually taken may be counted toward the employee's leave entitlements. For example, an employee who normally works forty hours in a workweek only takes three hours of leave each work day has only taken fifteen hours of the employee's Paid Sick Leave or 37.5% of a workweek of the employee's E-FMLA.



# Board Training Plan Options

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School	Date(s)	In-Person or Virtual	Brown Act (Option 1-4)	Planned Topics in Addition to the Brown Act
Yosemite Valley				

## TRAINING

### I. Required Training

#### **Brown Act**

##### **Option 1 - Charter School Development Center (Asynchronous)**

A series of short instructional videos that discuss in-depth the Ralph M. Brown Act. This online training opportunity is a self-paced instructional tutorial that can be done individually at home or viewed as part of a collective board training.

##### **Option 2 - California Special Districts Association (Asynchronous)**

#### **We Should See You- Brown Act Compliance**

##### **On-Demand Webinar**

Description: This webinar will provide education for public officials and employees at all levels about the legal requirements and procedures to ensure public business is conducted in full compliance with California's transparency laws. Attendees will learn the Brown Act's requirements concerning agendas, meeting procedures, public participation and permissible closed session exceptions. Attendees will also learn about potential pitfalls that may lead to inadvertent violations as a result of the use of email, text messaging and social media as well as emerging issues and legislative updates.

Cost: \$85

+



# Board Training Plan Options

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## **Brown Act Compliance During a Pandemic**

### [On Demand Webinar](#)

Description: Learn how to conduct an open and public meeting at a time when public health officials are recommending or requiring cancellation of public assemblies and social distancing. Find out how the Governor's Executive Order N-25-20 temporarily suspends certain Brown Act provisions to allow special districts to make meetings accessible electronically. In this webinar, Alexandra Barnhill, an experienced municipal lawyer and General Counsel for several special districts, will walk you through what an agency can and cannot do under the revised laws. She will discuss complex questions about maintaining attorney/client privilege in closed sessions and recommend best practices to achieve transparency in these uncertain times.

Cost: \$85

## **Option 3 - HANSBERGER & KLEIN School Law (Asynchronous)**

### [Online Course](#)

This course covers the following topics:

1. Purpose and Scope of the Act
2. Definition of Meetings
3. Notice and Agenda Requirements for Meetings
4. Rights of the Public
5. Permissible Closed Sessions
6. Penalties and Remedies for Violations of the Act

Cost: \$24.99 (must be completed in 30 days)

## **Option 4 - Private Legal Counsel/Consultant (Live Training)**

Hire a legal expert like lawyer, Jennifer McQuarrie, to lead a Brown Act Training Session.

Cost: Hourly Rate



# Board Training Plan Options

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## II. Optional + Recommended

1. Financial Training - Charter Impact
2. Legislative - Authorizer, Legal, Lobbyist, or School Team Member

## III. Other Optional Topics

### **CSDC Asynchronous Trainings**

*Online, self-paced videos and quizzes that allow charter school board members to learn at their own pace*

#### MODULE 1

##### **On Being a Board Member**

This module covers all the basics, from the best practices in board member on-boarding to a basic understanding of the “power” a governing board has in charter school leadership.

#### MODULE 2

##### **Speaking the Language**

The education community speaks its own language and often talks in acronyms. This module provides a basic translation for the most commonly used education vernacular.

#### MODULE 3

##### **Laws, Lobbying, and the Legislature**

Charter schools were created by the California Legislature and are subject to new laws and changes every year. In this module, board members will gain an understanding of the role of the Legislature in governing charter schools and of how charter leaders play a part in impacting the Legislature.

#### MODULE 4

##### **Governing Board Roles and Responsibilities**

A difficult part of governing a charter school can be understanding the difference between governance and management. This module walks board members through traditional divisions of duties and clarifies some best practices.



# Board Training Plan Options

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## MODULE 5

### **Human Resources**

The majority of a charter school's budget is spent on personnel costs – both salary and benefits. Governing board members need to have a basic understanding of issues like PERS, STRS, and labor negotiations in order to make educated decisions. This module provides a framework for those discussions.

## MODULE 6

### **California Charter Basic**

Have you ever wondered how California charter schools came to be? This module gives a basic understanding of the past 25 years of charter school history and asks some important questions about the future of chartered schools in California.

## **California Special Districts Association**

### **What Every Board Member Should Know [On-Demand Webinar](#)**

Being a Board member and representing the public is an obligation that most individuals never hold. It is clearly necessary that the multi-faceted responsibilities and expectations of a Board member be well understood. This class outlines the basic responsibilities of a Board member for the candidate, the newly elected, or the experienced sitting Board members.

**REVISED NONPROFIT  
CONFLICT OF INTEREST POLICY  
OF  
YOSEMITE VALLEY CHARTER SCHOOL  
~~INSPIRE CHARTER SCHOOL—CENTRAL~~**

**Article I  
Purpose**

**Section 1.1. This Conflict of Interest Policy** (this “Policy”) has been adopted and approved by the Board of Directors of ~~Yosemite Valley Charter School Inspire Charter School—Central~~ (the “Corporation”) for the purposes of (1) protecting the Corporation’s interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an Interested Person (as defined hereinafter) or might result in a possible excess benefit transaction; and (2) establishing policies and procedures to be adhered to and implemented by the Corporation whenever it is contemplating entering into such transactions or arrangements, and whenever determining appropriate levels of compensation, direct and indirect, including benefits and perquisites for any Interested Person. The Corporation and each director, officer, member of a committee with Board-delegated powers, and key employee intends to comply with this Policy in such a manner so as to avoid any "excess benefit transaction" that would be subject to intermediate sanctions and excise taxes under section 4958 of the Internal Revenue Code of 1986, as amended (the “Code”). This Policy also is intended to supplement, but not replace, any applicable federal or state laws governing conflicts of interest applicable to nonprofit and charitable corporations, and the Corporation shall comply with the requirements of each such federal or state law in addition to the requirements of this Policy.

**Section 1.2.** The Corporation is a nonprofit corporation duly organized and existing under the laws of the state of California, which has been recognized by the Internal Revenue Service as exempt from income tax under section 501(c)(3) of the Code, and as such is organized and operated exclusively for charitable, educational, and scientific purposes, not for pecuniary profit, and no part of the net earnings of the Corporation shall inure to the benefit of any person or non-exempt entity.

**Article II  
Definitions**

**Section 2.1. Interested Person**

Any director, officer, member of a committee with Board-delegated powers, or key employee, as defined below, who has a direct or indirect financial interest, as defined below, is an interested person ("Interested Person").

**Section 2.2. Financial Interest**

A person has a "financial interest" if the person has, directly or indirectly, through business, investment or family, any of the following:



- a. an ownership or investment interest in any entity with which the Corporation has a transaction or arrangement, or
- b. a compensation arrangement with the Corporation or with any entity or individual with which the Corporation has a transaction or arrangement, or
- c. a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Corporation is negotiating a transaction or arrangement.

“Compensation” includes direct and indirect remuneration, as well as gifts or favors that are not insubstantial, benefits, perquisites, reimbursements for personal expenses, or entitlements relating to personal uses of property or service rights of the Corporation.

A financial interest is not necessarily a conflict of interest. Under Section 3.2, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

### **Section 2.3. Key Employee**

A person is a “key employee” if he or she meets the three tests set forth for that term in the Glossary to the Instructions to Form 990 Return of Organization Exempt from Income Tax. Those tests generally provide that a key employee is an employee who has (i) reportable compensation from the Corporation and all related organizations, for the calendar year, in excess of \$150,000; (ii) responsibilities similar to officers and directors or manages a discrete segment of the Corporation that represents at least 10% of its activities, assets, income, expenses, or capital budget; and (iii) is one of the 20 employees with the highest reportable compensation from the organization and related organizations for the calendar year.

## **Article III Conflict Procedures**

### **Section 3.1. Duty to Disclose**

In connection with any actual or possible conflict of interest, an Interested Person must disclose the existence of his or her financial interest and all material facts to the Board of Directors of the Corporation (the “Board”) or to any special committees with Board-delegated powers (e.g., conflicts or compensation committees) considering the proposed transaction or arrangement.

### **Section 3.2. Determining Whether a Conflict of Interest Exists**

After disclosure of the financial interest and all material facts, and after any discussion with the Interested Person, he/she shall excuse himself/herself from the Board or committee meeting while the determination of whether a conflict of interest exists is discussed and voted

upon. The remaining Board or committee members shall determine whether a conflict of interest exists.

### **Section 3.3. Procedures for Addressing the Conflict of Interest**

a. An Interested Person may make a presentation at the Board or committee meeting, but after such presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement that results in the possible conflict of interest.

b. The Board or the committee shall undertake, or appoint a disinterested person or committee to undertake, an appropriate due diligence investigation, including an analysis of all material facts related to the possible conflict of interest, collection of data on comparable arrangements or transactions, and the development and investigation of alternatives to the proposed transaction or arrangement.

c. After exercising due diligence, the Board or committee shall determine whether the Corporation can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

d. If a more advantageous transaction or arrangement is not reasonably attainable under circumstances that would not give rise to a conflict of interest, the Board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Corporation's best interest and for its own benefit and charitable, educational, and scientific purposes and whether the transaction is fair and reasonable to the Corporation, and shall make its decision as to whether to enter into the transaction or arrangement in conformity with such determinations.

e. Compliance with California Corporations Code section 5233 regarding self-dealing transactions in applicable circumstances shall constitute compliance with the requirements of this policy.

### **Section 3.4. Violations of the Conflict of Interest Policy**

a. If the Board or committee has reasonable cause to believe that a director, officer, or key employee has failed to disclose an actual or possible conflict of interest, it shall inform such person of the basis for such belief and afford such person an opportunity to explain the alleged failure to disclose.

b. After hearing the response of such person and making such further investigation as may be warranted under the circumstances, if the Board or committee determines that the director, officer, or key employee is an Interested Person and has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action. Prompt corrective action must be required in order to avoid the second-tier penalty tax under section 4958 of the Code and other additional liability and must include full restitution to the Corporation.

## **Article IV**

### **Records of Proceedings**

**Section 4.1.** The minutes of the Board and any special committee with Board-delegated powers shall contain the following:

- a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the decision of the Board or committee as to whether a conflict of interest exists.
- b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection therewith.

## **Article V**

### **Compensation Procedures**

**Section 5.1.** No Interested Person shall vote on any matter relating to his or her compensation, irrespective of whether said compensation is received directly or indirectly from the Corporation. No Interested Person, however, is prohibited from providing information to the Board or a committee regarding compensation, including factual data on comparable compensation for comparable services or the reasonableness of the proposed compensation.

**Section 5.2.** The Corporation shall endeavor to ensure that all compensation arrangements affecting Interested Persons are objectively reasonable, based on the relevant market for persons of comparable skills, training, education and experience and performing similar duties for comparable organizations under similar conditions and circumstances. The Corporation shall consider and give due weight to studies published by third parties regarding rates of compensation whenever and, to the extent that, such studies are reliable, comparable and available.

## **Article VI**

### **Annual Statements**

**Section 6.1.** Each director, officer, member of a committee with Board-delegated powers, and key employee shall annually sign a statement which affirms that such person:

- a. has received a copy of this Policy of the Corporation,
- b. has read and understands this Policy,
- c. has agreed to comply with this Policy, and

d. understands that the Corporation is a charitable organization and that in order to maintain its federal tax exemption, it must engage primarily in activities which accomplish one or more of its stated charitable, educational, and scientific purposes and do not result in private inurement or unreasonable or excessive economic benefit to private individuals or entities.

## **Article VII**

### **Periodic Reviews**

**Section 7.1.** To ensure that the Corporation operates in a manner consistent with its charitable, educational, and scientific purposes and that it does not engage in activities that could jeopardize its status as an organization exempt from federal income tax, the Corporation shall conduct periodic reviews of its compensation arrangements and any other transactions or arrangements that may provide a financial interest to any Interested Person. The periodic reviews shall, at a minimum, include the following subjects:

- a. Whether compensation arrangements are reasonable,
- b. Whether transactions of the Corporation result in private inurement or impermissible private benefit,
- c. Whether transactions and arrangements with third parties conform to written policies, including this Policy, are properly recorded, reflect reasonable payments for goods and services, further the Corporation's charitable, educational, and scientific purposes, and do not result in private inurement or impermissible private benefit, and
- d. Whether the Corporation's expense reimbursement procedures are adequate in terms of required documentation, whether persons seeking reimbursement are complying with these procedures, and whether such expenses relate to furthering the Corporation's charitable, educational, and scientific purposes and do not result in private inurement or impermissible private benefit.

## **Article VIII**

### **Use of Outside Experts**

**Section 8.1.** In determining whether a conflict of interest exists, determining compensation or conducting the periodic reviews required by this Policy, the Corporation may, but need not, use outside advisors and consultants. If outside experts are used, their use shall be documented, but shall not relieve the Board of its responsibility for ensuring that periodic reviews are conducted in accordance with this Policy.

## **Article IX**

### **California Government Code section 1090**

**Section 9.1.** To the extent required by law, the Corporation shall comply with Article 4 (commencing with section 1090) of Chapter 1 of Division 4 of Title 1 of the California Government Code as applicable and with regard to its charter school operations.

## **Article X**

**Section 10.1.** This policy shall supersede the prior conflict of interest policy adopted by the Corporation, but shall supplement any Conflict of Interest Code adopted by the Corporation in

compliance with the Political Reform Act of 1974 (Title 9 (commencing with section 81000) of the California Government Code).

Adopted by the Board of Directors of ~~Yosemite Valley Charter School Inspire Charter School-Central~~, on August 27, 2019, effective immediately.

AGREEMENT TO COMPLY  
WITH  
CONFLICT OF INTEREST POLICY

I, a director, officer, member of a committee with Board-delegated powers, or key employee, hereby state that I have received a copy of the Conflict of Interest Policy of Yosemite Valley Charter School ~~Inspire Charter School—Central~~, have read it and understand it, and hereby agree to comply with this Policy. I understand that I will engage only in activities to further the charitable, educational, and scientific purposes of this Corporation, which will not result in private inurement, unreasonable private benefit, or acts of self-dealing.

Signature: \_\_\_\_\_

Print name: \_\_\_\_\_

Date: \_\_\_\_\_

**COLLEGE AND CAREER ACCESS PARTNERSHIP (CCAP) AGREEMENT  
REGARDING INSTRUCTIONAL SERVICES FOR DUAL ENROLLMENT  
BETWEEN  
STATE CENTER COMMUNITY COLLEGE DISTRICT AND ITS COLLEGES  
AND [INSPIRE SCHOOLS: YOSEMITE VALLEY CHARTER]**

This College and Career Access Partnership Agreement regarding instructional services is between State Center Community College District and its respective colleges ("College"), and [YOSEMITE VALLEY CHARTER SCHOOL] ("High School"). For identification purposes only this Agreement is dated 5/5/2020.

**RECITALS**

**WHEREAS**, College is a multi-college District whose mission is to provide educational programs and services that are responsive to the needs of the students and communities within the School including law enforcement programs and courses;

**WHEREAS**, High School is part of a unified school district located in the District's service area;

**WHEREAS**, this CCAP Agreement shall be for the purpose of offering expanding opportunities for students and develop seamless pathways from high school to community college for career technical education or preparation for transfer;

**WHEREAS**, the parties desire to collaborate on dual enrollment courses that provide college credit ("courses"). Education Code (EC) §76004(a) and §76004(d);

**WHEREAS**, instruction will comply with the student selection standards, curriculum guidelines, recommendations and procedures promulgated by the Legislature and College;

**WHEREAS**, the parties desire to enter into a CCAP Agreement regarding Instructional Services, which sets forth their mutual rights and responsibilities and governs their business relationship regarding the subject courses;

**WHEREAS**, the College intends to compensate High School an amount equal to the cost of an adjunct faculty teaching the same class on the college campus. When the college's adjunct faculty teaches the class on the High School campus, the High School will not be compensated. For enrollments under 20 students, the College has the right to compensate the High School a prorated amount;

**WHEREAS**, the parties intend for College to report full-time equivalent students (FTES) data and obtain state apportionment for the subject courses given through this CCAP Agreement in accordance with Title 5, EC §58050, §58051, and §58051.5;

**WHEREAS**, High School intends to fund the cost of the subject courses by providing all required personnel, classrooms, services and equipment;

**NOW, THEREFORE**, the parties mutually agree as follows:

## TERMS

- I. **Recitals.** The above recitals are incorporated herein and made a part of this CCAP Agreement.
- II. **Effective Date and Duration.** This CCAP Agreement shall be effective on the date authorized representatives of both parties sign it and continue in effect until [07/01/2022], or until duly modified or terminated by the parties.
- III. **Early Termination.** This CCAP Agreement may be terminated by either party with cause if another party fails to comply with the insurance or indemnification requirements or otherwise commits a material breach. Termination will be effective no sooner than 15 calendar days after a written demand to cure is provided and the party fails to cure. This remedy is in addition to any other remedy which may be provided for by law.

This CCAP Agreement may be terminated without cause and for any reason by any party. The party desiring early termination without cause must provide written notice to the other parties. Termination will be effective no sooner than 60 calendar days after actual receipt of the written notice. The parties agree to consider the needs of currently enrolled students when determining a termination date.

The indemnification provisions contained in this CCAP Agreement shall survive termination.

- IV. **Instructional Service Agreements (ISA).** The terms of this CCAP Agreement are deemed to be part of and fully incorporated into any and all presently existing or future ISAs pertaining to the courses unless expressly modified by a related ISA. The terms of this agreement may be modified by individual ISAs as necessary. Any inconsistency between the agreement and an express provision of an ISA will be resolved in favor of this agreement.
- V. **Certifications for State Apportionment Purposes Applicable to All Courses Conducted in a Cooperative Arrangement with a Public High School.**
  - A. High School certifies that the direct education costs of the activity are not being fully funded through other sources.
  - B. High School certifies College has not received full compensation for the direct education costs for the conduct of the class from other sources.
  - C. College certifies that a job market survey has been conducted prior to establishing the vocational and occupational training programs, and the results justify the particular vocational and occupational training programs.
  - D. College certifies that any community college instructor teaching a course on a high school campus has not been convicted of any sex offense as defined in EC §87010, or any controlled substance offense as defined in EC §87011.
  - E. Both College and High School certify that either (i) the vocational and occupational training programs have been approved by the State Chancellor's Office and the courses which make up a particular program or pathway are part of an approved program or degree and College will provide all documentation necessary to support this certification for both parties; or (ii) College has received delegated authority to separately approve the subject courses locally.
  - F. Both College and High School certify that a qualified high school instructor teaching the course has not displaced or resulted in the termination of an existing community college faculty member teaching the same course at the partnering community college campus. EC §76004 (j) and that any community college instructor teaching a course at the partnering high school campus has



not displaced or resulted in the termination of an existing high school teacher teaching the same course on that high school campus. EC §76004(i)

- G. Both College and High School certify that a course offered at the High School campus does not reduce access to the same course offered at the partnering College campus and that a course that has a waiting list shall not be offered at the High School campus as part of the CCAP Agreement. EC §76004(k) (2)
- H. Both College and High School certify that any remedial course taught by community college faculty at a partnering high school campus shall be offered only to high school pupils who do not meet their grade level standard in math, English, or both on an interim assessment in grade 10 or 11, as determined by the partnering school district, and shall involve a collaborative effort between high school and community college faculty to deliver an innovative remediation course as an intervention in the pupil's junior or senior year to ensure the pupil is prepared for college-level work upon graduation.. EC §76004(n).
- I. The High School and the College district will comply with the local bargaining agreements and all state and federal reporting requirements regarding the qualifications of the teacher or faculty member teaching a CCAP Agreement course offered for high school credit and college credit.
- J. Both College and High School certify that participation in this CCAP Partnership agreement is consistent with the core mission of the community colleges pursuant to EC §66010.4, and that pupils participating in the CCAP agreement will not lead to enrollment displacement of otherwise eligible adults in the community college. EC §76004 (k)(3).
- K. These certifications may not be voided, modified or waived by any related ISA.

**VI. Regulatory Requirements for State Apportionment Purposes Applicable to all Courses Conducted in a Cooperative Arrangement with a Public High School.**

These provisions may not be voided, modified nor waived by a related ISA unless otherwise expressly provided herein:

**A. State Apportionment.**

- 1. A district shall not receive a state allowance or apportionment for an instructional activity for which the partnering district has been, or shall be, paid an allowance or apportionment. EC §76004(r)
- 2. The attendance of a high school pupil at a community college as a special part- time or full-time student pursuant to a CCAP agreement is authorized attendance for which a community college district shall be credited or reimbursed pursuant to EC §48802 or §76002, provided that no school district has received reimbursement for the same instructional activity. EC §76004 (s)

**B. Responsibilities of Each Party.** College policies and procedures apply and College is responsible for the courses. The courses will comply with all applicable regulations, procedures, prerequisites and standards set out in the Course Outline of Record (COR), as well as any corresponding local policies, practices, and requirements of the High School.

**C. Enrollment Period.** The enrollment period shall be determined by College in accordance with its guidelines, policies, pertinent statutes, and regulations.

**D. Number of Class Hours Sufficient to Meet the Stated Student Learning Outcomes.** College has determined the student learning outcomes for each of the courses and the number of class hours necessary to meet them. This is recorded in the approved COR.

- E. **Supervision and Evaluation of Students.** Supervision and evaluation of students shall be in accordance with College guidelines, policies, pertinent statutes, and regulations. The supervision and evaluation of students will conform with correspondence of local policies, practices, and requirements of the High School.
- F. **Withdrawal Prior to Completion of the Course.** A student's withdrawal prior to completion of the Course shall be in accordance with College guidelines, policies, pertinent statutes and regulations.
- G. **Right to Control and Direct Instructional Activities.** College is responsible for the courses and has the sole right to control and direct the instructional activities of all instructors, including those who are High School personnel, although this right will be exercised in consultation with the High School.
- H. **Minimum Qualifications for Instructors Teaching Courses.** Instructors who are High School personnel shall meet the minimum qualifications to provide instruction in a California community college.
- I. **Facilities.** High School will provide adequate classroom space at its facilities, or other mutually agreed upon location, to conduct the contemplated instruction and do so without charge to College or students. High School agrees to clean, maintain, and safeguard the High School's premises. High School shall comply with all applicable building, fire, and safety codes. High School rules which control or prohibit public access to facilities for safety purposes or to protect proprietary information shall be observed.
- J. **Equipment.** Unless otherwise provided for in a related ISA, High School will furnish, at their own expense, all course materials, specialized equipment, and other necessary equipment for all students. The parties understand that such equipment and materials are High School's sole property; however, College policies may be utilized as appropriate should an individual student unnecessarily damage or fail to return such equipment. High School shall determine the type, make, and model of all equipment and materials to be used during each course. High School understands that no equipment or materials fee may be charged to students except as provided for by College policies and practices.
- K. **Enrollment.** Enrollment shall be open exclusively to dual enrollment students who meet all applicable prerequisites. Applicable prerequisite courses, training, or experience will be determined by the College. Applicants must meet the standards and prerequisites of the College.

College and High School will be jointly responsible for processing student applications. College will provide the necessary admission forms and procedures and both College and High School will jointly ensure that each applicant accepted has met all the enrollment requirements, including liability and medical care coverage requirements, if any.

College will ensure that each recruited student completes the admissions procedure, the class enrollment process, and otherwise process student applications and enroll students in the Courses, as appropriate. College will assist High School as necessary. A successful enrollment requires that each student has completed an enrollment application provided by the College, the application has been delivered to and accepted by College's Admissions and Records Office, and the applicant has met all requirements, to include the standard college student liability and medical care coverage, if applicable.

- L. **Enrollment Fees.** The enrollment fees (e.g. Health Fee or Associated Student Body Fee) must be paid to College by the individual student if the class is offered on the College campus. Enrollment fees may not be waived by College unless exempted by statute or board policy. This provision may not be cancelled or modified by any related ISA. However, by mutual agreement,

enrollment fees may be withheld from any reimbursement owed by the College to the High School. Non-resident fees may not be waived unless exempted by statute or board policy.

M. **Student Fees. Prohibitions and Exemptions.**

1. High School students enrolled in courses offered through a CCAP agreement shall not be assessed or charged a fee prohibited by EC §49001, including a fee charged to a pupil, or pupil's parent or guardian, as a condition for course registration or for textbooks, supplies, materials, and equipment needed to participate in the course. EC §49010 et seq.; §76004(f)
2. High School pupils enrolled in courses offered through the CCAP Agreement and that are properly classified as having "special part- time student" status as described by EC §76004(p) shall be exempt from the following community college fee requirements EC §76004(q): Student Representation Fee, Nonresident Tuition Fee, Transcript Fees, Course Enrollment Fees, Apprenticeship Course Fees, and Child Development Center Fees.

N. **Course Outlines - Curriculum Committee and Board Approval.** The COR for all individual courses must meet course standards set out in Title 11 of the California Code of Regulations and must be approved by College's Curriculum Committee, and College's Board of Trustees.

O. **Teaching Consistent with Approved Outline and Level Of Rigor.** High School will implement procedures to ensure that High School instructors teaching different sections of the same course do so in a manner consistent with the approved outline of record for that course, and that each individual instructor shall hold all students to a comparable level of rigor.

P. **Records of Student Attendance and Achievement.** All records of student attendance and achievement shall be submitted to College periodically, or upon demand, and shall be maintained by College in adherence with college policies and procedures.

Q. **Ancillary Support Services for Students.** Both College and High School shall ensure that students enrolled in the courses are provided ancillary and support services as may be needed, including but not limited to counseling, library and tutorial services, and guidance and placement assistance.

R. **Courses Outside College Boundaries.** For locations outside the geographical boundaries of College, College will comply with the requirements of Title 5 of the California Code of Regulations, §55230-55232. College shall not enter into a CCAP partnership with a High School within the service area of another community college district, except where an agreement exists, or is established, between those community college districts authorizing that CCAP partnership.

VII. **Coordination.** The coordination will be at no cost to the High School. College will provide the services of a dual enrollment coordinator to facilitate the matriculation and unit credit process of students. College will assign a faculty member or counselor as liaison who will facilitate coordination and cooperation between College and High School regarding curriculum and pedagogy. College will provide High School personnel reasonable assistance, direction and instruction in how to fulfill their responsibilities under this CCAP Agreement, including conducting appropriate student assessments, outreach/recruitment activities and the College's application procedures. An addendum to this

agreement will contain the name and contact information on the liaison for each of the three colleges within SCCCD.

**VIII. Support Staff.** These provisions may not be voided, modified nor waived by a related ISA unless otherwise expressly provided herein:

- A. **High School to Provide Support Services.** High School will do the following as it pertains to high school records: provide personnel to perform clerical services and services associated with outreach activities, recruit students, assess and verify the enrollment of qualified students, assist with processing student applications, and other related services as may be necessary.
- B. **High School is Responsible for its Own Personnel.** High School's personnel will perform these services on duty time. High School personnel performing these services will be employees solely of High School, subject to the authority of High School, but will also be subject to the direction of College, specifically with regard to their duties pertaining to teaching the college course according to the COR. All instructors will be evaluated according to the contractual agreed evaluation schedule: twice in the first three semesters of teaching by the College dean (or designee) and a college faculty, and after that each semester of teaching by a peer college faculty member.

**IX. Instructors.** These provisions may not be voided, modified nor waived by a related ISA unless otherwise expressly provided herein:

- A. **College to Select Instructors.** College may select instructors from High School personnel nominated by the High School, or other sources. High School personnel will perform instructional duties on duty time. High School personnel selected to be instructors remain employees solely of the High School, subject to the authority of the High School, but will also be subject to the authority of College, specifically with regard to their duties as instructors of the College approved course. College will exercise this authority in consultation with the High School.
- B. **High School May Nominate Instructors.** High Schools shall ensure that all instructor nominees are experienced, competent, dedicated personnel who have the personal attributes necessary for providing instruction in the courses. High School shall ensure that all instructor/staff nominees possess any certificates of other training indicia that may be required. College will check the minimum qualifications of the nominees, and interview qualified nominees, as per College Admin Regulation 7121.
- C. **College Shall Determine Instructor Requirements.** College shall determine the number of instructors, and the subject areas of instruction. The ratio of instructors to students will be determined in consultation with the High School.
- D. **High School is Responsible for its Own Personnel.** High School's personnel will perform these services on duty time. High School personnel performing their services will be employees solely of High School, subject to the authority of High School, but will also be subject to the direction of College, specifically with regard to their duties pertaining to the Courses described in the related ISAs. College has the primary right to control and direct such activities.
- E. **Orientation Meeting.** Instructors shall attend an orientation meeting or any other meeting with faculty pertaining to the dual enrollment class or pathway if scheduled and College shall provide manuals, CORs, curriculum materials, and testing and grading procedures as necessary.

**X. Curriculum and Student Learning Outcomes.**

- A. College shall develop the student learning outcomes, curriculum, CORs, and instructional methods in accordance with any applicable recommendations and guidelines offered by College

and also in compliance with standards set out in Title 5 of the California Code of Regulations. Student Learning Outcomes, curriculum, CORs, and instructional methods are subject to advance approval/revision by College.

- B. All Courses must be approved by College's Board of Trustees or College personnel to whom this authority has been duly delegated. CORs must meet the course standards set out in Title 5 of the California Code of Regulations and must be approved by College's Curriculum Committee.
- C. All relevant course information and proposed CORs shall be developed and submitted to College for approval/revision no later than 30 days prior to the projected start date of a particular class or program session.

**XI. Instruction.** The instructional services provided by High School personnel shall include development of appropriate lectures. The lectures will conform to the approved curriculum and CORs and recommendations of experienced College instructors. Instructional presentations shall incorporate planned practical demonstrations, as may be necessary, and use audiovisual techniques or specialized equipment for vocational courses.

All instructional presentations, including practical demonstrations and demonstrations of vocational equipment, are subject to the advance approval of College.

**XII. Reporting.** The College and its partner agree to report the following information:

- A. The total number of High School pupils by school site enrolled in each CCAP partnership agreement, aggregated by gender and ethnicity.
- B. The total number of community college courses by course category and type and by school site enrolled in by CCAP partnership participants.
- C. The total number and percentage successful course completions, by course category and type and by school site, of CCAP partnership participants.
- D. The total number of FTES generated by CCAP partnership participants.

**XIII. Workers' Compensation.**

- A. High School shall be the "primary employer" for all its personnel who perform services as instructors and support staff. High School shall be solely responsible for processing, investigating, defending, and paying all workers' compensation claims by their respective High School personnel made in connection with performing services and receiving instruction under this CCAP Agreement or any related ISA. High School agrees to hold harmless, indemnify, and defend College from any liability resulting from its failure to process, investigate, defend, or pay any workers' compensation claims by High School personnel connected with providing services under this CCAP Agreement or any related ISA. High School is not responsible for non-High School personnel who may serve as instructors or students who are not affiliated with the High School. These provisions may not be voided, modified nor waived by a related ISA.
- B. College shall be the "primary employer" for all its personnel who perform services under this CCAP Agreement. College shall be solely responsible for processing, investigating, defending, and paying all workers' compensation claims by their respective personnel made in connection with performing services under this CCAP Agreement or any related ISA. College agrees to hold harmless, indemnify, and defend High School from any liability resulting from its failure to process, investigate, defend, or pay any workers' compensation claims by College personnel connected with providing services under this CCAP Agreement or any related ISA. College is not responsible for non-College personnel who may serve as instructors or students who are

not affiliated with services provided under this CCAP Agreement. These provisions may not be voided, modified nor waived by a related ISA.

**XIV. Indemnification.**

- A. High School shall defend, hold harmless, and indemnify College, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorney fees and costs, including but not limited to consequential damages, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with the provision of instruction pursuant to this CCAP Agreement or any related ISA that may arise out of or result from, in whole or in part, the negligent, wrongful, or willful acts or omissions of High School, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.
- B. College shall defend, hold harmless, and indemnify High School, their governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorney fees and costs, including but not limited to consequential damages, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with the provision of instruction pursuant to this CCAP Agreement or any related ISA that may arise out of or result from, in whole or in part, the negligent, wrongful, or willful acts or omissions of College, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.
- C. This indemnity shall survive termination of this CCAP Agreement or any related ISA, and/or final payment hereunder and is in addition to any other rights or remedies that High School or College may have under law and/or otherwise.
- D. All indemnification under this CCAP Agreement shall be apportioned on a comparative basis taking into account the relative factors of all persons contributing to such claim or loss. An indemnifying Party shall only be liable for that portion of the total indemnified claim or loss that its negligent acts or omissions bear to the negligent acts and omissions of all persons contributing to such total indemnified claim or loss.
- E. These provisions may not be voided, modified nor waived by any related ISA

**XV. Insurance Requirements.**

- A. Each party shall obtain, pay for, and maintain in effect during the life of this CCAP Agreement the following policies of insurance:
  - (1) Commercial general liability (including contractual, products, and completed operations coverages, bodily injury, and property damage liability) with single combined limits not less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to work performed under this CCAP Agreement or the general aggregate limit shall be twice the required occurrence limit;
  - (2) Sexual abuse and molestation insurance which covers bodily injury, emotional distress or mental anguish related to any claim, cause of action or liability associated with child molestation or sexual abuse, with limits no less than \$1,000,000 per wrongful act and \$2,000,000 aggregate. This coverage may be provided as an endorsement to the commercial general liability policy or under a separate policy and must be written on an "occurrence" and not on a claims made or claims made and reported basis. Coverage for such claims must not be subject to any exclusion, restriction, or sub-limit;



(3) Commercial automobile liability for "any auto" with combined single limits of liability not less than \$1,000,000 per occurrence;

(4) Professional liability (errors and omissions) with a limit of liability not less than \$1,000,000 per occurrence or claim and \$2,000,000 aggregate; and

(5) Workers' compensation and employer's liability insurance. Workers' compensation coverage must be at least as broad as that which is required by the State of California, with statutory limits. Employer's liability insurance must not be less than \$1,000,000 per accident for bodily injury or disease.

- B. Unless placed through a public liability self-insurance pool, all insurance required herein is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable by District, and must be authorized to conduct business in the state of California, or approved by the Surplus Lines Association to do business in California. The current List of Approved Surplus Line Insurers ("LASLI") is maintained by the California Department of Insurance at <http://www.insurance.ca.gov/01-consumers/120-company/07-lasli/>.
- C. Each party's commercial general liability and sexual abuse and molestation policies shall contain an endorsement naming the other party, and its governing board, officials, employees, agents, and volunteers as an additional insured insofar as this CCAP Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Each party shall furnish the other with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change, or reduction in a party's coverage, that party shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy.
- D. Nothing in this section concerning minimum insurance requirements shall reduce a party's liability or obligations under the indemnification provisions of this CCAP Agreement.
- E. Any self-insurance program or self-insured retention applicable to any of the coverages required herein must be declared to and approved separately in writing by the other party.
- F. These provisions may not be voided, modified nor waived by a related ISA.

**XVI. Discrimination and Harassment.** Each party agrees that it is in compliance with title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq. and 2000e et seq.), title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), section 504 of the federal Vocational Rehabilitation Act of 1973 (29 U.S.C. § 794), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Age Discrimination Act (42 U.S.C. § 6101), the U.S. Presidential Executive Order 11246 and subsequent amendments (if applicable), California Fair Employment and Housing Act (Gov. Code, §§12900 et seq.), the California Unruh Civil Rights Act (Civ. Code, §§ 51-53), and all applicable state and federal health and safety regulations.

**XVII. Complaints.** The parties will follow Addendum I regarding any complaints that may arise from or relate to this Agreement.

**XVIII. Disabled Students Programs & Services (DSP&S).** When a student is considering enrolling in a dual enrollment course, it is the responsibility of the high school to provide information to the student regarding their rights to receive academic adjustments, auxiliary aids, services and/or instruction in college courses. It is also the responsibility of the high school to assist the student in connecting with the DSP&S office for the college through which the dual enrollment course is being offered.

**XIX. Entire Agreement.** This CCAP Agreement and any related ISAs constitute the entire agreement

between the parties with regard to the Courses and supersedes any prior or contemporaneous understanding or agreement. No party has been induced to enter into this CCAP Agreement by, nor is any party relying on, any representation or promise outside those expressly set forth in this CCAP Agreement and any related ISA.

- XX. **Amendment.** The provisions of this CCAP Agreement may be modified only by mutual agreement of the parties. No modification shall be binding unless it is in writing and signed by the party against whom enforcement of the modification is sought.
- XXI. **Waiver.** Unless otherwise precluded by the terms of this CCAP Agreement, terms or conditions may be waived by the party entitled to the benefit of the term or condition, but no such waiver shall affect or impair the right of the waiving party to require observance, performance, or satisfaction of that term or condition as it applies on a subsequent occasion.
- XXII. **Assignment.** Neither party may assign any rights or benefits or delegate any duty under this CCAP Agreement without written consent of the other party. Any purported assignment without written consent shall be void.
- XXIII. **Parties in Interest.** Nothing in this CCAP Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this agreement on any person other than the parties to it and their respective successors and assigns, nor is anything in this agreement intended to relieve or discharge the obligation or liability of any third person to any party to this agreement, nor shall any provision give any third person any right to subrogation or action against any party to this agreement.
- XXIV. **Severability.** If any provision of this CCAP Agreement is held by an arbitrator or court of competent jurisdiction to be invalid or unenforceable, the remainder of the agreement shall continue in full force and effect and shall in no way be impaired or invalidated.
- XXV. **Notices.** Any notice under this CCAP Agreement shall be in writing, and any written notice or other document shall be deemed to have been duly given on the date of personal service on the parties or on the second business day after mailing if the document is mailed by registered or certified mail, addressed to the parties at the addresses set forth below, or at the most recent address specified by the addressee through written notice under this provision. Failure to conform to the requirement that mailings be done by registered or certified mail shall not defeat the effectiveness of notice actually received by the addressee.
- XXVI. **Authority to Enter Into Agreement.** Each party to this CCAP Agreement represents and warrants that it has the full power and authority to enter into this agreement and to carry out the transactions contemplated by it and that it has taken all action necessary to authorize the execution, delivery, and performance of this agreement.
- XXVII. **Status of the Parties.** Neither party is a partner, joint venture, co-principal, employer, or co-employer of the other or of an employee of the other party. High School shall be solely responsible for paying all salaries, wages, benefits, and other compensation which its employees or subcontractors may be entitled to receive in connection with performing services under this CCAP Agreement and any related ISA. High School shall be solely responsible for withholding and paying all applicable payroll taxes and contributions, including federal, state, and local income taxes, FICA, FUTA, and state unemployment, workers' compensation, and disability insurance in connection with performing services under this agreement and any related ISA.

High School shall be free to perform similar services for others while under contract with College. Nothing in this CCAP Agreement shall prohibit High School from taking on other jobs or performing services for other entities. The parties agree that in performing the services specified in this agreement, High School shall act as independent contractors.



**XXVIII. Retention and Audit of Records.** Each party shall maintain records pertaining to this CCAP Agreement and related ISAs as may be required by federal and state law. Each party may review and obtain a copy of the other party's pertinent records subject to federal and state privacy statutes.

**XXIX. Governing Law and Venue.** This CCAP Agreement will be governed by and construed in accordance with California law and venue of any action or proceeding in connection with this agreement shall be Fresno County, California.

**IN WITNESS WHEREOF**, the parties hereto have caused this agreement to be executed the day and year first above written.

AGREED TO AND ACCEPTED:

AGREED TO AND ACCEPTED:

STATE CENTER COMMUNITY COLLEGE  
DISTRICT

\_\_\_\_\_

\_\_\_\_\_  
By: Ms. Cheryl Sullivan  
Vice Chancellor, Finance and Administration  
1171 Fulton Street, Floor 5  
Fresno, California 93721  
(559) 243-7112

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: Superintendent

## **Addendum I**

California Education Code section 76004 subdivision (c) (1) requires the parties to establish protocols for sharing information in compliance with applicable state and federal privacy laws. This Addendum provides protocols for sharing information about complaints that may be related to, or arise from, the Agreement.

Complaints solely between [K12 DISTRICT] employees will be handled pursuant to [K12 DISTRICT's] internal procedures. Complaints solely between SCCC employees will be handled pursuant to SCCC's internal procedures. The Parties will follow the process below for: (a) complaints between [K12 DISTRICT] and SCCC employees; and (b) for complaints made by or against a [K12 DISTRICT] student arising from or related to the Agreement.

- 1) This procedure applies to complaints received by [K12 DISTRICT] or SCCC.
- 2) The party receiving the complaint will:
  - a) Notify the other party and provide the other party with the written complaint within 72 hours of receipt of the complaint.
  - b) Comply with any reporting requirements under state and federal statutes or regulations.
- 3) The parties will cooperate to comply with statutory and regulatory reporting, investigation, and privacy requirements under the Education Code, Title IX, the Family Educational Rights and Privacy Act, Title 5 of the California Code of Regulations, and any other law. The parties understand that they may be required to conduct a formal investigation within regulatory timelines.
- 4) Within three business days or as otherwise required by law, the parties will meet and confer to attempt to reach an agreement on: (a) whether an investigation is required and if so, the type of investigation; (b) whether to conduct a joint investigation or separate investigations; (c) the scope of the investigation; and (d) sharing the costs of the investigation. If the parties cannot reach an agreement on a joint investigation, each party may conduct its own investigation. If the parties conduct separate investigations, they will notify each other of the names of their investigators.
- 5) The parties will cooperate and make their employees and students available to the joint investigator and their separate investigators. For joint investigations, the parties will share all relevant information. For separation investigations, the parties may share relevant information.
- 6) Interviews of employees and students will comply with rights and protections afforded under state or federal law, as applicable, including rights under collective bargaining unit agreements, as applicable.
- 7) For joint investigations, the investigator will prepare a report and provide it to both parties. The report will set forth findings as to each allegation and the basis for the findings. The parties will share all materials from a joint investigation subject to the confidentiality requirements of this Agreement. The parties may, but are not required, to share their separate investigation reports subject to the confidentiality requirements of this Agreement.
- 8) The parties will keep all information and documents related to investigations confidential to the fullest extent permitted by law. The confidentiality requirements under this Agreement do not restrict the parties from using investigation reports, information, and materials in connection with employee discipline, student discipline, or defending against third party claims.
- 9) Activities related to an investigation shall not waive the attorney-client privilege, attorney work product protection, or any other privilege or protection to which the parties may be entitled.
- 10) All information, communications, documents, and other materials that the parties, their respective counsel, or investigators receive from or provide to each other in connection with an investigation shall constitute confidential, privileged information that is being shared and disclosed for the common goal of undertaking

a joint investigation. Such information shall not be disclosed to third parties without the other party's prior written consent, or unless required pursuant to applicable law, rule, or regulation, valid subpoena, or court order.

- 11) Except as expressly provided herein, all information obtained by a party, its counsel, or investigator from the other party, its counsel, or investigator, is provided solely for the use of the receiving party in completing an investigation. All information will remain protected from disclosure to third parties pursuant to the attorney-client privilege, attorney work product doctrine, joint defense privilege, and any other applicable privilege or immunity.
- 12) If a subpoena, written discovery demand, motion, or other legal process seeks to compel the disclosure of any reports or information prepared pursuant to an investigation, the receiving party shall promptly notify the other party and shall cooperate fully with the other party in opposing the disclosure, unless the parties agree in writing to make the disclosure.
- 13) All confidentiality paragraphs and requirements shall survive the termination of this Agreement.



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## Policy for Inspection of Public Records

### I. PURPOSE

This Policy sets forth Yosemite Valley Charter School's ("School") policies and procedures regarding requests for inspection of the School's public records under the California Public Records Act ("PRA") (Government Code section 6250 et seq.). The School recognizes the public's right to access public records and intends to provide public members with reasonable access to public records consistent with the law. If any provision of this Policy conflicts with the law, the law shall take precedence.

### II. HOW TO REQUEST RECORDS

Requests for the School's public records must be submitted to:

Principal  
Yosemite Valley Charter School  
~~1740 E Huntington Dr. #205~~  
~~Duarte, CA 91010~~  
951 East Ashlan Avenue  
Fresno, CA 93074  
~~Phone: (616) 525-1176~~  
~~Fax: (616) 465-4544~~  
Phone: 559-316-0157  
Fax: 559-335-4089  
Email: [pra@inspireschools.org](mailto:pra@inspireschools.org)  
Email: [pra@yosemitevalleycharter.org](mailto:pra@yosemitevalleycharter.org)

To ensure that requests can be responded to appropriately, the School encourages that all requests be made in writing by submitting a Public Records Request Form, attached as Appendix A. To the extent possible, the requestor should specify, in writing, the records sought with sufficient detail to enable the School to identify particular records.

### III. RIGHT TO INSPECT

To the extent required by law, the School will make available all public records open to inspection by any person during normal business hours and by appointment only. Copies of public records may be obtained by any person, subject to compliance with the procedures set forth in this Policy and consistent with the law.

#### **IV. RECORDS EXEMPT FROM DISCLOSURE**

There are numerous circumstances under which public records are exempt from disclosure. Whether an exemption applies will be determined on a case-by-case basis. The School will determine which records or a portion thereof are exempt from disclosure consistent with the PRA and other relevant state and federal laws. The notification of denial or withholding of records must be in writing and shall provide the reason for the denial or withholding of records and shall set forth the names and titles or positions of each person responsible for the denial.

#### **V. PROCEDURES FOR RESPONDING TO REQUESTS FOR INSPECTION OR COPIES OF RECORDS**

The School will follow a two-step process when responding to a PRA request. First, within 10 calendar days of receiving any request to inspect or copy a public record, the School shall acknowledge receipt of the request and inform the requestor whether the School has disclosable public records in its possession that are responsive to the request and when it will make them available. If the School determines that it will not provide some records, it shall provide the grounds for withholding them and shall set forth the names and titles or positions of each person responsible for the denial. Second, if the School determines that it has disclosable documents, it shall make the documents available within a reasonable time.

In unusual circumstances, the School may extend the 10-day limit for up to 14 days by providing written notice to the requestor setting forth the reasons for the extension and the date on which a determination is expected to be made.

If the request is ambiguous or unfocused, the School shall make a reasonable effort to elicit additional clarifying information from the requestor that will identify public records responsive to the request. To the extent reasonable under the circumstances, the School shall do all of the following in assisting the requestor:

1. Assist the member of the public to identify records and information that are responsive to the request or to the purpose of the request, if stated;
2. Describe the information technology and physical location in which the records exist; and
3. Provide suggestions for overcoming any practical basis for denying access to the records or information sought.

These requirements are deemed to have been satisfied if the School is unable to identify the requested information after making a reasonable effort to elicit additional clarifying information from the requestor that will help identify the record or records.

The School may charge a reasonable fee (not to exceed the direct costs of duplication) for preparation of copies of identifiable public records. Deposit of applicable fees is required prior to preparation and delivery of any requested records.

**Policy Approved by Board on ~~September 21, 2019~~ August 27, 2020.**

**YOSEMITE VALLEY CHARTER SCHOOL  
PUBLIC RECORDS REQUEST FORM**

Fee Schedule	
Document Production	Paper and electronic records (black): \$0.15 per page Paper and electronic records (color): \$0.25 per page Records provided on CDs: \$1.00 per disc Records provided on DVD: \$2.00 per disc
Computer Programming	Direct costs associated with production
Mailing Documents	Envelope (letter sized) \$0.05 per envelope Envelope (9x12 or 12x13) \$0.10 per envelope Postage determined based on actual cost
Requestor's Information	
Name: _____ Title: _____ Organization: _____ Address: _____ _____ Phone: _____ Fax: _____ Email: _____	
Records Requested	
I am requesting the following documents: _____ _____ _____ _____ _____	
I am also seeking _____ copies of the documents listed above.	
I understand that Yosemite Valley Charter School will respond to all public records requests in compliance with the timelines provided under state law and consistent with its policies.	
I understand that in accordance with the School's Policy for Inspection of Public Records, the School may charge a fee for copies of public records as specified above. Payment is required in advance of delivery of any requested records. If more than 15 pages are requested, the School may require a deposit before making copies.	



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## Independent Study Policy

Yosemite Valley Charter School offer independent study to meet the educational needs of pupils enrolled in the charter school. Independent study is an alternative education designed to teach knowledge and skills of the core curriculum. The Charter School shall provide appropriate existing services and resources to enable pupils to complete their independent study successfully.

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

1. Establish the Time in Which an Assignment Must Be Completed
  2. Establish the Procedure for Placement Determination
  3. Outline What Must Be Included in a Current Written Agreement
  4. Outline How Average Daily Attendance Will Be Calculated
  5. Establish Compliance with the Education Code
  6. Establish the Implementation of the Independent Study Policy
- 
1. **Time in Which an Assignment Must Be Completed:** For pupils in all grade levels offered by the School, the maximum length of time that may elapse between the time an assignment is made the date by which the pupil must complete the assigned work shall be twenty (20) school days.
  2. **Placement Determination:** A pupil may miss two (2) assignments during any period of twenty (20) school days before an evaluation is conducted to determine whether it is in the best interest of the pupil to remain in independent study. Therefore, whether any pupil fails to complete two (2) assignments during any period of twenty (20) school days, the Director of Academic Program or his or her designee shall conduct an evaluation to determine whether it is in the best interest of the pupil to remain in independent study. A writing record of the findings of any evaluation conducted pursuant to this policy shall be treated as a mandatory interim pupil record. This record shall be maintained for a period of three years from the date of the evaluation and if the pupil transfers to another California public school, the record shall be forwarded to that school.
  3. **Current Written Agreement: A current written agreement shall be on file for each independent study pupil, including but not limited to, all of the following:**
    - The manner, time, frequency, and place for submitting a pupil's assignments and for reporting his or her progress.
    - The objectives and methods of study for the pupil's work, and the methods utilized, to evaluate that work.
    - The specific resources, including materials and personnel, which will be made available to the pupil.
    - A statement of the policies adopted herein regarding the maximum length of time allowed between the assignment and the completion of a pupil's assigned work, and the

- number of missed assignments allowed prior to an evaluation of whether or not the pupil should be allowed to continue in independent study.
- The duration of the independent study agreement, including beginning and ending dates for the pupil's participation in independent study under the agreement. No independent study agreement shall be valid for any period longer than one school year.
  - A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the pupil upon completion.
  - The inclusion of a statement in each independent study agreement that independent study is an optional educational alternative in which no pupil may be required to participate. In the case of a pupil who is referred or assigned to any school, class or program pursuant to Education Code Section 48915 or 48917, the agreement also shall include the statement that instruction may be provided to the pupil through independent study only if the pupil is offered the alternative of classroom instruction.
  - Each written agreement shall be signed prior to the commencement of independent study, by the pupil, the pupil's parent, legal guardian, or care giver, if the pupil is under 18 years of age, the certificated employee who has been designated as having responsibility or the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the pupil. For purposes of this paragraph "caregiver" means a person who has met the requirements of Part 1.5 (commencing with Section 6550) of the Family Code. **An electronic signature will be acceptable only if using software or another method that allows for authentication of the signature. For instance, the program must require the use of a user's unique user name and password, there must be security precautions regarding transmission of the user's unique user name and password and each electronic signature must be accompanied by an accurate date and time stamp, along with the IP address of the device the person used to sign the document.**
- 4. Average Daily Attendance:** It is the policy of this Board that each student is, at a minimum, expected to accomplish the following in order for the student to be counted as present/attending for Average Daily Attendance (ADA) purposes:
- Students will initial "Monthly Independent Study Log" on the school days where they have completed school work Monday through Fridays that are not school holidays. Parents/guardians will sign the monthly log under the following statement: "By signing this log, I verify that my student completed school work on these days."
- 5. Compliance with the Education Code:** The Charter School shall comply with the Education Code Sections 51745 through 51749.3 and the provision of the Charter School's Act and the State Board of Education regulation adopted there under.
- 6. Implementation of Independent Study Policy:** The Directors shall establish regulations to implement these policies in accordance with the law.





## Intervention Specialist

### Job Summary:

The Student Support Intervention Specialist serves as a specialist for the school by coordinating and leading specific subject intervention. The Specialist works with the Homeschool Teacher (HST), parents, students and all other academic staff that support students. This may include staff from the Special Education team. The Specialist will hold Intervention (Tier 2 and Tier 3) meetings either in-person or virtually. Additionally, the Specialist will document and follow up with SST and 504 meetings and communicate with parents, teachers, staff regarding progress or further assessments needed. The Specialist may also assist general education teachers with the selection of appropriate curricula and the development and implementation of appropriate strategies. The Specialist will follow the regulations associated with 504's and ensure accommodations are being met. The Intervention Specialist will be compensated with a stipend of \$10,000 with a student roster of 28 and be allowed to carry up to 35 students.

### Duties and Responsibilities:

- Collaborate within the Department to create academic and social-emotional/behavioral intervention strategies, tools and curriculum and provide feedback to the team.
- Facilitate, document Intervention communications and follow up with SST/504 Meetings
- Communicate with parents, teachers, staff regarding progress, further assessments needed, etc.
- Establish, facilitate and maintain a system for providing tier 1, 2 and tier 3 virtual instruction
- Collaborate with school staff and parents to coordinate effective learning strategies/accommodations for students.
- Participate in professional growth activities.
- May travel to HST regional team meetings and present intervention and contribute in teacher meetings.
- Other duties as assigned.