



**MISSION VISTA ACADEMY**

1440 Beaumont Avenue, Suite A2 #412, Beaumont, CA 92223

Phone (951) 395-8940 \* Fax (951) 395-8941

**Regular Scheduled Board Meeting**

**Mission Vista Academy**

**July 30, 2020 – 5:00 pm**

**350 W. Brookside**

**Beaumont, CA 92223**

**Through Teleconference**

**Join Zoom Meeting**

**<https://zoom.us/j/94743435786>**

**Meeting ID: 947 4343 5786**

**Dial by your location**

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

**Meeting ID: 947 4343 5786**

**Find your local number: <https://zoom.us/u/abVi9yP7dU>**

**AGENDA**

1. Call to Order
2. Approval of the Agenda
3. Public Comments
4. Closed Session:
  - a. Conference with Legal Counsel - Anticipated Litigation (Two Cases) § 54956.9
  - b. Public Employee Performance Evaluation § 54956.7
5. Senior Director's Report
  - a. SB 98 / Enrollment Update
  - b. Cost of Extended School Year MOU
  - c. Covid – 19 Update
6. Discussion and Potential Action on the June Board Meeting Minutes
7. Discussion and Potential Action on the 2020 – 2021 EPA Budget
8. Discussion and Potential Action on the Revised 2020 – 2021 Budget
9. Discussion and Potential Action on the Board Training Calendar
10. Discussion and Potential Action on Invoices over \$100,000



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11. Discussion and Potential Action on the Compensation Policy
12. Discussion and Potential Action on the Fiscal Policies and Procedures
13. Discussion and Potential Action on the Shared Space MOU
14. Discussion and Potential Action on the Shared Employees MOU
15. Discussion and Potential Action on the Parent/Student Handbook
16. Discussion and Potential Action on Employee Handbook
17. Announcement of Next Regular Scheduled Board Meeting
18. Adjournment

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

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

# Mission Vista Academy



Board Meeting  
July 30, 2020



## SB 98 Update

- CSDC Update on SB 98
- The growth cap, which was never discussed during the usual budget deliberations, appeared unexpectedly in the final version of K-12 education budget trailer bill (SB 98). It would peg schools' average daily attendance (ADA) for 2020-21 at 2019-20 levels, thereby effectively capping funding. The controversial cap leaves many charter schools and some school districts in a difficult position of receiving zero funding for any additional students, many of which are already enrolled in their schools. The law caps growing school districts as well as charter schools, though few districts grow anywhere near as quickly as charter schools.

# Enrollment Update



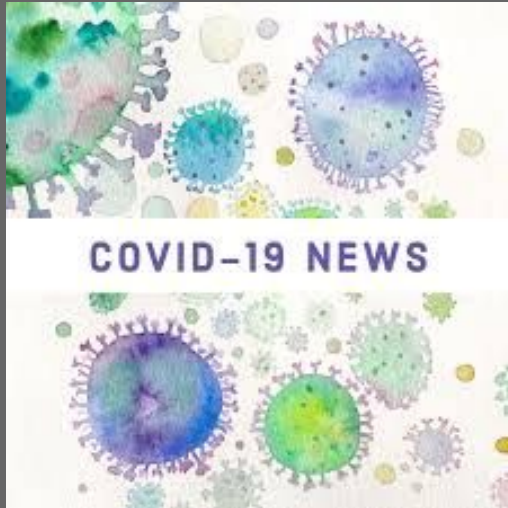
- We notified families on the waitlist that we had to freeze enrollment
- Waitlist is now closed
- The total number of students on the waitlist is 2,247

# Enrichment Update



- Our enrichment team has processed over 1800 orders since July 15th
- We are under a two week turnaround time on orders right now

# COVID Update



- We will be starting our school year with distance learning since we are on the watch list for Gov. Newson
- Parent-teacher meetings will be virtual
- School events, field trips, enrichment services, and special education services will all be virtual
- We will continue to update parents as anything changes

## Cost of Extended School Year MOU



- Extended School Year (ESY) was a successful collaboration with Cabrillo Point and Pacific Coast.
- MVA engaged in an extension of the 2019-2020 shared staff MOU with CPA and PCA to staff the Special Education Extended School Year from June 22 - July 17.
- 19 teachers from MVA, CPA, and PCA covered the ESY needs for the eligible MVA, CPA, and PCA students.
- 5 MVA teachers were needed to cover MVA student needs.
- ESY teachers earn a stipend of \$3500.





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Regular Scheduled Board Meeting - Mission Vista Academy

June 17, 2020 – 5:00 pm

350 W. Brookside, Beaumont, CA 92223

Attendance: Eric Eckstrom, Lauren Clark, Joshua Cobb, Lisa Banks, Eve Kavanaugh – Teleconference

Absent: None

Also Present: Amy Davis, Erika Vanderspek, Bryanna Brossman – Teleconference

**Call to Order:**

Eric Eckstrom called the meeting to order at 5:04 pm.

**Approval of the Agenda:**

Lisa Banks motioned to approve the agenda. Joshua Cobb seconded.

-Unanimous

**Public Comments:**

None

**Closed Session:**

**Public Employee Performance Evaluation: Senior Director § 54956.7**

**Conference with Legal Counsel - Anticipated Litigation (One Case) § 54956.9**

Eric Eckstrom motioned to enter into closed session at 5:07 pm. Eve Kavanaugh seconded.

-Unanimous

Eric Eckstrom motioned to exit closed session at 6:59 pm. Joshua Cobb seconded.

-Unanimous

The Board reported out that no action was taken in closed session, and that the board would come back to closed session after agenda item # 26.

**Discussion and Potential Action on the Retention of Counsel:**

Eve Kavanaugh motioned to approve the Retention of Counsel. Lauren Clark seconded.

-Unanimous

**Discussion and Potential Action on the Inspire Charter Services Service Agreement:**

Joshua Cobb motioned to approve the Inspire Charter Services Service Agreement. Lisa Banks seconded.

-Unanimous

**Senior Director's Report:**

The Senior Director provided a report to the board of directors.

**Discussion and Potential Action on the May Board Meeting Minutes and June Specials Board Meeting Minutes:**

Eric Eckstrom motioned to approve the May Board Meeting Minutes and June Specials Board Meeting Minutes. Eve Kavanaugh seconded.  
-Unanimous

**Discussion and Potential Action on the May Financials:**

Joshua Cobb motioned to approve the May Financials. Lisa Banks seconded.  
-Unanimous

**Discussion and Potential Action on the 2020 – 2021 Budget:**

Joshua Cobb motioned to approve the 2020 – 2021 Budget. Lisa Banks seconded.  
-Unanimous

**Discussion and Potential Action on the Opening of the Account at Citizens Business Bank:**

No action was taken.

**Discussion and Potential Action on Acceptance of the Paycheck Protection Program Funds:**

No action was taken.

**Discussion and Potential Action on the Board Resolution – To Identify the Amount of Budget Reductions Needed in the 2020-2021 and 2021-2022 and to Require That a List of Budget Reductions For 2020-2021 Be Included in the 2019-2020 First Interim Report:**

No action was taken due to the school being able to meet the minimum surplus requirements.

**Discussion and Potential Action on the COVID-19 Plans (Executive Order: N-56-20 Operations Written Report):**

Eric Eckstrom motioned to approve the COVID-19 Plans (Executive Order: N-56-20 Operations Written Report). Lisa Banks seconded.  
-Unanimous

**Discussion and Potential Action on the Certificated Support Employment Calendar:**

Lauren Clark motioned to approve the Certificated Support Employment Calendar. Eve Kavanaugh seconded.  
-Unanimous

**Discussion and Potential Action on the Certificated Support Salary Schedule:**

Eric Eckstrom motioned to approve the Certificated Support Salary Schedule. Joshua Cobb seconded.  
-Unanimous

**Discussion and Potential Action on the CharterSAFE Renewals:**

Joshua Cobb motioned to approve the CharterSAFE Renewals. Lisa Banks seconded.  
-Unanimous

**Discussion and Potential Action on the Compensation Policy:**

Eric Eckstrom motioned to approve the Compensation Policy. Joshua Cobb seconded.  
-Unanimous

**Discussion and Potential Action on the Suicide Prevention Policy:**

Eric Eckstorm motioned to approve the Suicide Prevention Policy. Joshua Cobb seconded.  
-Unanimous

**Discussion and Potential Action on the Educational Vendor Policies and Procedures:**

Eric Eckstrom motioned to approve the Educational Vendor Policies and Procedures. Joshua Cobb seconded.  
-Unanimous

**Discussion and Potential Action on the Procurify Proposal:**

Joshua Cobb motioned to approve the Procurify Proposal. Lauren Clark seconded.  
-Unanimous

**Discussion and Potential Action on the Bylaws:**

Joshua Cobb motioned to approve the Bylaws with the amendment for the terms to be 1-year terms. Eric Eckstrom seconded.  
-Unanimous

**Discussion and Potential Action on Affirming of Board Members and their New Terms:**

Eric Eckstrom motioned to approve another 1-year term. Joshua Cobb seconded.  
-Unanimous

**Discussion and Potential Action on the Election of Officers:**

No action was taken.

**Discussion and Potential Action on the Board Meeting Calendar:**

Eric Eckstrom motioned to approve the Board Meeting Calendar with moving the day to Thursday. Joshua Cobb seconded.  
-Unanimous

**Discussion and Potential Action on the Board Resolution – Stipend Expense for Travel, Internet and Phone:**

Eric Eckstrom motioned to approve the Board Resolution – Stipend Expense for Travel, Internet and Phone. Joshua Cobb seconded.  
-Unanimous

**The Board voted to come back to Agenda Item # 4:**

**Closed Session:**

**Public Employee Performance Evaluation: Senior Director § 54956.7**

**Conference with Legal Counsel - Anticipated Litigation (One Case) § 54956.9**

Eric Eckstrom motioned to enter into closed session at 8:22 pm. Joshua Cobb seconded.  
-Unanimous

Eric Eckstrom motioned to exit closed session at 8:46 pm. Lauren Clark seconded.  
-Unanimous

The Board reported out that they conducted the Public Employee Performance Evaluation.

**Discussion and Potential Action on the Senior Director Contract, Salary, and Fringe Benefits:**

Eric Eckstrom motioned to offer the Senior Director a 2% pay increase on her \$185,000 salary with an increase to \$750 for her car and phone fringe benefits. Joshua Cobb seconded.  
-Unanimous

The Board requested a Closed Session be added at the next meeting under the Public Employee Performance Evaluation.

**Announcement of Next Regular Scheduled Board Meeting:**

The Board announced the next regular scheduled Board Meeting is on July 30, 2020 at 5:00 pm.

**Adjournment:**

Lauren Clark motioned to adjourn the meeting at 8:52 pm. Lisa Banks seconded.  
-Unanimous

Prepared by:  
Bryanna Brossman

Noted by:

Board Secretary



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Special Scheduled Board Meeting - Mission Vista Academy  
June 24, 2020 – 4:30 pm  
350 W. Brookside, Beaumont, CA 92223

Attendance: Lauren Clark, Joshua Cobb, Eve Kavanaugh, Lisa Banks

Absent: Eric Eckstrom

Also Present: Amy Davis, Erika Vanderspek, Tyler Myers

**Call to Order:**

Lauren Clark called the meeting to order at 4:32 pm.

**Approval of the Agenda:**

Joshua Cobb motioned to approve the agenda. Eve Kavanaugh seconded.

-Unanimous.

**Public Comments:**

Vanessa Brookman, staff member, wanted to thank the Board for the opportunity to attend Board meetings because she likes to be informed and is interested in the school's financial matters.

**Discussion and Potential Action on the Board Resolution to Accept the Paycheck Protection Program Loan:**

Tyler Myers from Charter Impact shared the following information about the PPP loan:

- The loan amount is for just over \$3,000,000.
- SBA reviewed because this amount is not automatically under safe harbor because it is over \$2,000,000.
- The deferral of the June payment and subsequent factoring costs prevents cash flow from being as strong and creates economic uncertainty.

Joshua Cobb commented that it appears that due to the impact of COVID on brick and mortar schools, enrollment in Mission Vista is going up thus causing cost increases; Joshua Cobb asked Tyler if those cost increases are also considered in eligibility for the PPP, and Tyler confirmed the increased costs due to COVID are also a factor. Joshua Cobb pointed out the school's costs are increasing and cash flow is decreasing.

Lauren Clark asked about the plan for repayment if the PPP loan is not forgiven. Tyler Myers explained the PPP funds and the 1% interest are booked as a liability. He further explained half would be due in June 2021 and the other half would be due in June 2020. Josh asked if Mission Vista's PPP falls in the 24 week look-back period, not the 8 week, and Tyler Myers confirmed.

Joshua Cobb motioned to approve the Board Resolution to Accept the Paycheck Protection Program Loan. Lisa Banks seconded.

-Unanimous.

**Announcement of Next Regular Scheduled Board Meeting:**

July 30, 2020 at 5:00pm.

**Adjournment:**

Eve Kavanaugh motioned to adjourn the meeting at 4:46 pm. Joshua Cobb seconded.

-Unanimous.

Prepared by:  
Bryanna Brossman

Noted by:

Board Secretary

**Pacific Coast Academy**  
**Expenditures through: June 30, 2021**  
**Resource 1400 Education Protection Account**

Description	Object Codes	Amount
<b>AMOUNT AVAILABLE FOR THIS FISCAL YEAR</b>		
Local Control Funding Formula Sources	8010-8099	739,506.00
Federal Revenue	8100-8299	0.00
Other State Revenue	8300-8599	0.00
Other Local Revenue	8600-8799	0.00
TOTAL AVAILABLE		739,506.00
<b>EXPENDITURES AND OTHER FINANCING USES</b>		
Certificated Salaries	1000-1999	580,261.98
Classified Salaries	2000-2999	0.00
Employee Benefits	3000-3999	159,244.02
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		739,506.00
<b>BALANCE (Total Available minus Total Expenditures and Other Financing Uses)</b>		0.00

**MISSION VISTA ACADEMY**

**RESOLUTION REGARDING THE EDUCATION PROTECTION ACCOUNT**

WHEREAS, the voters approved Proposition 30 on November 6, 2012 and Proposition 55 on November 8, 2016;

WHEREAS, Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012 (sun setting 12/31/2017), and Proposition 55 Article XIII, Section 36(e) to the California Constitution effective November 8, 2016 (commencing 01/01/2018);

WHEREAS, the provisions of Article XIII, Section 36(e) create in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f);

WHEREAS, before June 30<sup>th</sup> of each year, the Director of Finance shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the next fiscal year;

WHEREAS, if the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Account within ten days preceding the end of the fiscal year;

WHEREAS, all monies in the Education Protection Account are hereby continuously appropriated for the support of school districts, county offices of education, charter schools and community college districts;

WHEREAS, monies deposited in the Education Protection Account shall not be used to pay any costs incurred by the Legislature, the Governor, or any agency of state government;



WHEREAS, a community college district, county office of education, school district, or charter school shall have the sole authority to determine how the monies received from the Education Protection Account are spent in the school or schools within its jurisdiction;

WHEREAS, the governing board of the district shall make the spending determinations with respect to monies received from the Education Protection Account in open session of a public meeting of the governing board;

WHEREAS, the monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost;

WHEREAS, each community college district, county office of education, school district and charter school shall annually publish on its Internet website an accounting of how much money was received from the Education Protection Account and how that money was spent;

WHEREAS, the annual independent financial and compliance audit required of community college districts, county offices of education, school districts and charter schools shall ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required by Article XIII, Section 36 of the California Constitution;

WHEREAS, expenses incurred by community college districts, county offices of education, school districts and charter schools to comply with the additional audit requirements of Article XIII, Section 36 may be paid with funding from the Education Protection Act and shall not be considered administrative costs for purposes of Article XIII, Section 36.

NOW, THEREFORE, IT IS HEREBY RESOLVED:

1. The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of the governing board of Mission Vista Academy ;

2. In compliance with Article XIII, Section 36(e), with the California Constitution, the governing board of the Mission Vista Academy has determined to spend the monies received from the Education Protection Act as attached.

DATED: \_\_\_\_\_, 2020.

\_\_\_\_\_  
Board Member

\_\_\_\_\_  
Board Member

\_\_\_\_\_  
Board Member

\_\_\_\_\_  
Board Member

\_\_\_\_\_  
Board Member



# **Mission Vista Academy**

FY20-21 Budget (Revised)



# MISSION VISTA – Highlights

- The following were the scenarios that were identified:

Scenarios	Surplus	%	RO Per Pupil
100% Rollover ; 2600/2600/2600/2800 ; 4366 Enrollment	\$ (4,519,311.02)	-10.90%	\$ 648.16
\$ 0 Rollover ; 2600/2600/2600/2800 ; 4366 Enrollment	\$ (1,746,036.50)	-4.51%	\$ -
\$ 0 Rollover; 2000/2000/2000/2600; 4366 Enrollment	\$ 570,683.46	1.57%	\$ -
\$1000 Rollover Cap; 1500/1500/1500/2600; 4366 Enrollment	\$ 299,877.75	0.82%	\$ 490.11
\$500 Rollover Cap ; 1500/1500/2000/2600 ; 4366 Enrollment	\$ 605,890.82	1.67%	\$ 295.71

- Scenario 1 & 2 are for reference
- Scenario 3, 4, and 5 are the three choices options with a surplus

# MISSION VISTA – Assumptions

	2019-20 Prior Year	2020-21 1st Approved	2020-21 #3	2020-21 #4	2020-21 #5
<b>Assumptions</b>					
<i>LCFF COLA</i>	<i>n/a</i>	<i>0.00%</i>	<i>0.00%</i>	<i>0.00%</i>	<i>0.00%</i>
<i>Non-LCFF Revenue COLA</i>	<i>n/a</i>	<i>n/a</i>	<i>n/a</i>	<i>n/a</i>	<i>n/a</i>
<i>Expense COLA</i>	<i>n/a</i>	<i>2.00%</i>	<i>2.00%</i>	<i>2.00%</i>	<i>2.00%</i>
<i>Enrollment</i>	<i>n/a</i>	<i>3,772.99</i>	<i>4,366.00</i>	<i>4,366.00</i>	<i>4,366.00</i>
<i>Average Daily Attendance</i>	<i>3,697.58</i>	<i>3,697.53</i>	<i>4,278.68</i>	<i>4,278.68</i>	<i>4,278.68</i>
<i>Student Spend (Annual Amount)</i>	<i>n/a</i>	<i>\$11.5 MM</i>	<i>8.9 MM</i>	<i>7.1 MM</i>	<i>7.6 MM</i>
<i>Roll Over per Student</i>	<i>n/a</i>	<i>\$0</i>	<i>\$0</i>	<i>\$1,000</i>	<i>\$500</i>
<i>Roll Over Amount</i>	<i>n/a</i>	<i>\$0</i>	<i>\$0</i>	<i>2.1 MM</i>	<i>1.3 MM</i>
<i>Total Student Spend</i>	<i>n/a</i>	<i>11.5 MM</i>	<i>8.9 MM</i>	<i>9.2 MM</i>	<i>8.9 MM</i>

- All three scenarios have a funding ADA base the same as the FY19-20 ADA funding ADA base.

# MISSION VISTA – Financial Impact

	2019-20 Prior Year	2020-21 1st Approved	2020-21 #3	2020-21 #4	2020-21 #5
Total Revenue	\$ 35,966,122	\$ 39,570,381	\$ 36,928,914	\$ 36,928,914	\$ 36,928,914
Total Expenses	\$ 34,147,259	\$ 38,382,070	\$ 36,358,231	\$ 36,629,037	\$ 36,323,023
Surplus (Deficit)	\$ 1,818,863	\$ 1,188,311	\$ 570,683	\$ 299,878	\$ 605,891
Fund Balance, Beginning of Year*	\$ -	\$ 1,818,863	\$ 1,818,863	\$ 1,818,863	\$ 1,818,863
Fund Balance, End of Year	\$ 1,818,863	\$ 3,007,174	\$ 2,389,547	\$ 2,118,741	\$ 2,424,754
	5.3%	7.8%	6.6%	5.8%	6.7%
Cash, End of Year	\$ 655,816	\$ 990,930	\$ 593,631	\$ 322,826	\$ 628,839

\*Beginning of year fund balance still pending

- All three scenarios created positive surplus and positive cash balances

# MISSION VISTA – Appendix

- Annual 5 Year Projection (Scenario-3)
- Monthly Cash Flow / Budget 20-21 (Scenario-3)
- Annual 5 Year Projection (Scenario-4)
- Monthly Cash Flow / Budget 20-21 (Scenario-4)
- Annual 5 Year Projection (Scenario-5)
- Monthly Cash Flow / Budget 20-21 (Scenario-5)

**Mission Vista Academy**  
**Multi-Year Forecast (Revised Scenario-3)**



Revised 7/28/20

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
	Prior Year	Budget	Forecast	Forecast	Forecast	Forecast
<b>Assumptions</b>						
LCFF COLA	n/a	0.00%	0.00%	0.00%	0.00%	0.00%
Non-LCFF Revenue COLA	n/a	n/a	0.00%	0.00%	0.00%	0.00%
Expense COLA	n/a	2.00%	2.00%	2.00%	2.00%	2.00%
Enrollment		3,772.99	4,366.00	4,366.00	4,366.00	4,366.00
Average Daily Attendance	3,697.58	3,697.53	4,278.68	4,278.68	4,278.68	4,278.68
<b>Revenues</b>						
<b>State Aid - Revenue Limit</b>						
8011 LCFF State Aid	\$ 25,792,743	\$ 27,067,044	\$ 31,887,891	\$ 31,887,891	\$ 31,887,891	\$ 31,887,891
8012 Education Protection Account	739,506	739,506	855,736	855,736	855,736	855,736
8096 In Lieu of Property Taxes	6,435,829	5,161,530	5,972,780	5,972,780	5,972,780	5,972,780
	<u>32,968,079</u>	<u>32,968,080</u>	<u>38,716,407</u>	<u>38,716,407</u>	<u>38,716,407</u>	<u>38,716,407</u>
<b>Federal Revenue</b>						
8181 Special Education - Entitlement	384,542	444,983	444,983	444,983	444,983	444,983
	<u>384,542</u>	<u>444,983</u>	<u>444,983</u>	<u>444,983</u>	<u>444,983</u>	<u>444,983</u>
<b>Other State Revenue</b>						
8311 State Special Education	1,748,927	2,674,175	2,674,175	2,674,175	2,674,175	2,674,175
8550 Mandated Cost	-	67,049	90,931	90,931	90,931	90,931
8560 State Lottery	765,387	752,834	871,158	871,158	871,158	871,158
8599 Other State Revenue	21,794	21,794	25,219	25,219	25,219	25,219
	<u>2,536,108</u>	<u>3,515,852</u>	<u>3,661,484</u>	<u>3,661,484</u>	<u>3,661,484</u>	<u>3,661,484</u>
<b>Other Local Revenue</b>						
8660 Interest Revenue	77,393	-	-	-	-	-
	<u>77,393</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Total Revenue</b>	<b>\$ 35,966,122</b>	<b>\$ 36,928,914</b>	<b>\$ 42,822,874</b>	<b>\$ 42,822,874</b>	<b>\$ 42,822,874</b>	<b>\$ 42,822,874</b>
<b>Expenses</b>						
<b>Certificated Salaries</b>						
1100 Teachers' Salaries	10,063,306	10,916,869	11,135,206	11,357,911	11,585,069	11,816,770
1175 Teachers' Extra Duty/Stipends	1,744,204	1,139,718	1,162,513	1,185,763	1,209,478	1,233,668
1200 Pupil Support Salaries	612,726	585,776	597,492	609,441	621,630	634,063
1300 Administrators' Salaries	1,146,557	1,611,700	1,643,934	1,676,813	1,710,349	1,744,556
1900 Other Certificated Salaries	85,283	492,327	502,174	512,217	522,461	532,911
	<u>13,652,075</u>	<u>14,746,390</u>	<u>15,041,318</u>	<u>15,342,144</u>	<u>15,648,987</u>	<u>15,961,967</u>
<b>Classified Salaries</b>						
2100 Instructional Salaries	200,608	117,104	119,446	121,835	124,272	126,757
2200 Support Salaries	-	1,155,886	1,179,004	1,202,584	1,226,636	1,251,168
2300 Classified Administrators' Salaries	-	380,614	388,226	395,991	403,911	411,989
2400 Clerical and Office Staff Salaries	-	409,333	417,520	425,870	434,387	443,075
2900 Other Classified Salaries	15,454	-	-	-	-	-
	<u>216,062</u>	<u>2,062,937</u>	<u>2,104,196</u>	<u>2,146,280</u>	<u>2,189,205</u>	<u>2,232,990</u>
<b>Benefits</b>						
3101 STRS	2,282,991	2,381,546	2,409,623	2,807,617	2,863,770	2,921,045
3301 OASDI	12,647	127,905	130,463	133,072	135,734	138,448
3311 Medicare	197,238	243,739	248,614	253,586	258,657	263,830
3401 Health and Welfare	1,070,657	1,385,100	1,412,802	1,441,058	1,469,879	1,499,277
3501 State Unemployment	99,209	124,950	124,950	124,950	124,950	124,950
3601 Workers' Compensation	119,311	144,562	147,454	150,403	153,411	156,479
3901 Other Benefits	-	90,695	92,509	94,359	96,246	98,171
	<u>3,782,054</u>	<u>4,498,497</u>	<u>4,566,414</u>	<u>5,005,045</u>	<u>5,102,647</u>	<u>5,202,200</u>



**Mission Vista Academy**  
**Multi-Year Forecast (Revised Scenario-3)**

Revised 7/28/20



	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
	Prior Year	Budget	Forecast	Forecast	Forecast	Forecast
<b>Books and Supplies</b>						
4302 School Supplies	2,899,800	3,375,246	3,983,856	4,063,533	4,144,804	4,227,700
4305 Software	155,659	594,155	701,291	715,316	729,623	744,215
4310 Office Expense	36,381	2,596	3,064	3,125	3,188	3,252
4311 Business Meals	2,167	2,500	2,951	3,010	3,070	3,131
4400 Noncapitalized Equipment	98,298	114,415	135,046	137,747	140,502	143,312
	<u>3,192,306</u>	<u>4,088,912</u>	<u>4,826,208</u>	<u>4,922,732</u>	<u>5,021,186</u>	<u>5,121,610</u>
<b>Subagreement Services</b>						
5102 Special Education	1,245,312	1,441,000	1,700,835	1,734,852	1,769,549	1,804,940
5106 Other Educational Consultants	4,185,164	4,871,355	4,968,782	5,068,158	5,169,521	5,272,912
5107 Instructional Services	3,791,329	-	-	-	-	-
	<u>9,221,805</u>	<u>6,312,355</u>	<u>6,669,618</u>	<u>6,803,010</u>	<u>6,939,070</u>	<u>7,077,851</u>
<b>Operations and Housekeeping</b>						
5201 Auto and Travel	3,520	4,100	4,839	4,936	5,035	5,135
5300 Dues & Memberships	1,361	1,600	1,889	1,926	1,965	2,004
5400 Insurance	133,174	340,100	401,425	409,454	417,643	425,996
5516 Miscellaneous Expense	3,076	3,600	3,672	3,745	3,820	3,897
5900 Communications	2,229	2,600	3,069	3,130	3,193	3,257
5901 Postage and Shipping	2,144	2,500	2,951	3,010	3,070	3,131
	<u>145,504</u>	<u>372,500</u>	<u>439,091</u>	<u>447,872</u>	<u>456,830</u>	<u>465,966</u>
<b>Facilities, Repairs and Other Leases</b>						
5604 Other Leases	1,166	1,300	1,534	1,565	1,596	1,628
	<u>1,166</u>	<u>81,384</u>	<u>96,059</u>	<u>97,980</u>	<u>99,940</u>	<u>101,938</u>
<b>Professional/Consulting Services</b>						
5801 IT	693	92,720	109,439	111,628	113,860	116,137
5802 Audit & Taxes	-	12,500	12,750	13,005	13,265	13,530
5803 Legal	39,384	18,100	18,462	18,831	19,208	19,592
5804 Professional Development	1,696	2,000	2,361	2,408	2,456	2,505
5805 General Consulting	8,399	9,700	11,449	11,678	11,912	12,150
5806 Special Activities/Field Trips	491,492	572,076	675,230	688,734	702,509	716,559
5807 Bank Charges	2,084	2,760	3,258	3,323	3,389	3,457
5808 Printing	973	1,265	1,493	1,523	1,553	1,584
5809 Other taxes and fees	10,376	13,800	16,288	16,614	16,946	17,285
5810 Payroll Service Fee	2,367	31,801	37,536	38,286	39,052	39,833
5811 Management Fee	1,153,883	1,883,375	889,191	906,975	925,114	943,616
5812 District Oversight Fee	989,042	989,042	1,161,492	1,161,492	1,161,492	1,161,492
5814 SPED Encroachment	170,678	249,533	249,533	249,533	249,533	249,533
	<u>2,871,065</u>	<u>3,878,671</u>	<u>3,188,481</u>	<u>3,224,030</u>	<u>3,260,290</u>	<u>3,297,275</u>
<b>Depreciation</b>						
6900 Depreciation Expense	-	-	-	-	-	-
	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Interest</b>						
7438 Interest Expense	1,065,222	316,584	314,368	193,719	322,865	387,438
	<u>1,065,222</u>	<u>316,584</u>	<u>314,368</u>	<u>193,719</u>	<u>322,865</u>	<u>387,438</u>
<b>Total Expenses</b>	<b>\$ 34,147,259</b>	<b>\$ 36,358,231</b>	<b>\$ 37,245,752</b>	<b>\$ 38,182,812</b>	<b>\$ 39,041,020</b>	<b>\$ 39,849,236</b>
<b>Surplus (Deficit)</b>	<b>\$ 1,818,863</b>	<b>\$ 570,683</b>	<b>\$ 5,577,122</b>	<b>\$ 4,640,062</b>	<b>\$ 3,781,854</b>	<b>\$ 2,973,638</b>
Fund Balance, Beginning of Year	\$ -	\$ 1,818,863	\$ 2,389,547	\$ 7,966,669	\$ 12,606,731	\$ 16,388,585
<b>Fund Balance, End of Year</b>	<b>\$ 1,818,863</b>	<b>\$ 2,389,547</b>	<b>\$ 7,966,669</b>	<b>\$ 12,606,731</b>	<b>\$ 16,388,585</b>	<b>\$ 19,362,223</b>
	5.3%	6.6%	21.4%	33.0%	42.0%	48.6%

**Mission Vista Academy**  
**Multi-Year Forecast (Revised Scenario-3)**



Revised 7/28/20

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
	Prior Year	Budget	Forecast	Forecast	Forecast	Forecast
<b>Cash Flow Adjustments</b>						
Surplus (Deficit)	1,818,863	570,683	5,577,122	4,640,062	3,781,854	2,973,638
Cash Flows From Operating Activities						
Depreciation/Amortization	-	-	-	-	-	-
Public Funding Receivables	(4,363,024)	(8,779,115)	8,443,351	476,427	-	-
Grants and Contributions Rec.	(78,041)	-	-	-	-	-
Due To/From Related Parties	(159,897)	-	-	-	-	-
Prepaid Expenses	547,011	-	-	-	-	-
Other Assets	(1,200)	-	-	-	-	-
Accounts Payable	342,801	418,478	(395,474)	(14,293)	-	-
Accrued Expenses	483,103	-	-	-	-	-
Other Liabilities	-	-	-	-	-	-
Cash Flows From Investing Activities						
Purchases of Prop. And Equip.	-	-	-	-	-	-
Notes Receivable	-	-	-	-	-	-
Cash Flows From Financing Activities						
Proceeds from Factoring	23,490,100	9,594,022	9,950,071	6,457,298	10,762,163	12,914,596
Payments on Factoring	(21,423,900)	(3,893,252)	(17,717,040)	(8,848,890)	(11,001,322)	(12,914,596)
Proceeds from Debt	-	3,032,925	-	-	-	-
Payments on Debt	-	(1,005,926)	(2,026,999)	-	-	-
<b>Total Change in Cash</b>	<b>655,816</b>	<b>(62,185)</b>	<b>3,831,032</b>	<b>2,710,605</b>	<b>3,542,695</b>	<b>2,973,638</b>
Cash, Beginning of Year	-	655,816	593,631	4,424,663	7,135,268	10,677,963
<b>Cash, End of Year</b>	<b>\$ 655,816</b>	<b>\$ 593,631</b>	<b>\$ 4,424,663</b>	<b>\$ 7,135,268</b>	<b>\$ 10,677,963</b>	<b>\$ 13,651,601</b>

**Mission Vista Academy**  
**Monthly Cash Flow/Budget FY20-21 - (Revised-Scenario 3)**  
 Revised 7/28/20



ADA = 3697.53

	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Year-End Accruals	Annual Budget	PY Forecast	Favorable / (Unfav.)
<b>ADA = 3697.58</b>																
<b>Revenues</b>																
<b>State Aid - Revenue Limit</b>																
8011 LCFF State Aid	-	1,353,372	1,353,372	2,436,069	2,436,069	2,436,069	2,436,069	2,436,069	1,217,998	730,799	730,799	730,799	8,769,562	27,067,044	25,792,743	1,274,300
8012 Education Protection Account	-	-	-	184,877	-	-	184,877	-	-	184,877	-	-	184,877	739,506	739,506	-
8019 State Aid - Prior Year	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8096 In Lieu of Property Taxes	-	430,133	430,133	430,133	430,133	430,133	430,133	430,133	358,433	358,433	358,433	358,433	716,866	5,161,530	6,435,829	(1,274,299)
	-	<b>1,783,505</b>	<b>1,783,505</b>	<b>3,051,079</b>	<b>2,866,202</b>	<b>2,866,202</b>	<b>3,051,079</b>	<b>2,866,202</b>	<b>1,576,431</b>	<b>1,274,108</b>	<b>1,089,232</b>	<b>1,089,232</b>	<b>9,671,304</b>	<b>32,968,080</b>	<b>32,968,079</b>	<b>1</b>
<b>Federal Revenue</b>																
8181 Special Education - Entitlement	-	-	-	-	-	-	-	-	-	-	-	-	444,983	444,983	384,542	60,441
	-	-	-	-	-	-	-	-	-	-	-	-	444,983	444,983	384,542	60,441
<b>Other State Revenue</b>																
8311 State Special Education	-	-	-	-	-	-	-	-	-	-	-	-	2,674,175	2,674,175	1,748,927	925,248
8550 Mandated Cost	-	-	-	-	-	67,049	-	-	-	-	-	-	-	67,049	-	67,049
8560 State Lottery	-	-	-	-	-	-	162,647	-	-	162,647	-	-	427,539	752,834	765,387	(12,553)
8599 Other State Revenue	-	-	-	-	14,166	-	-	-	-	5,449	-	-	2,179	21,794	21,794	-
	-	-	-	-	14,166	67,049	162,647	-	-	168,096	-	-	3,103,893	3,515,852	2,536,108	979,744
<b>Other Local Revenue</b>																
8660 Interest Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-	-	77,393	(77,393)
	-	-	-	-	-	-	-	-	-	-	-	-	-	-	77,393	(77,393)
<b>Total Revenue</b>	-	<b>1,783,505</b>	<b>1,783,505</b>	<b>3,051,079</b>	<b>2,880,368</b>	<b>2,933,251</b>	<b>3,213,726</b>	<b>2,866,202</b>	<b>1,576,431</b>	<b>1,442,204</b>	<b>1,089,232</b>	<b>1,089,232</b>	<b>13,220,180</b>	<b>36,928,914</b>	<b>35,966,122</b>	<b>962,793</b>
<b>Expenses</b>																
<b>Certificated Salaries</b>																
1100 Teachers' Salaries	909,739	909,739	909,739	909,739	909,739	909,739	909,739	909,739	909,739	909,739	909,739	909,739	-	10,916,869	10,063,306	(853,563)
1175 Teachers' Extra Duty/Stipends	94,977	94,977	94,977	94,977	94,977	94,977	94,977	94,977	94,977	94,977	94,977	94,977	-	1,139,718	1,744,204	604,485
1200 Pupil Support Salaries	48,815	48,815	48,815	48,815	48,815	48,815	48,815	48,815	48,815	48,815	48,815	48,815	-	585,776	612,726	26,950
1300 Administrators' Salaries	134,308	134,308	134,308	134,308	134,308	134,308	134,308	134,308	134,308	134,308	134,308	134,308	-	1,611,700	1,146,557	(465,143)
1900 Other Certificated Salaries	41,027	41,027	41,027	41,027	41,027	41,027	41,027	41,027	41,027	41,027	41,027	41,027	-	492,327	85,283	(407,044)
	1,228,866	1,228,866	1,228,866	1,228,866	1,228,866	1,228,866	1,228,866	1,228,866	1,228,866	1,228,866	1,228,866	1,228,866	-	14,746,390	13,652,075	(1,094,315)
<b>Classified Salaries</b>																
2100 Instructional Salaries	9,759	9,759	9,759	9,759	9,759	9,759	9,759	9,759	9,759	9,759	9,759	9,759	-	117,104	200,608	83,504
2200 Support Salaries	96,324	96,324	96,324	96,324	96,324	96,324	96,324	96,324	96,324	96,324	96,324	96,324	-	1,155,886	-	(1,155,886)
2300 Classified Administrators'	31,718	31,718	31,718	31,718	31,718	31,718	31,718	31,718	31,718	31,718	31,718	31,718	-	380,614	-	(380,614)
2900 Other Classified Salaries	-	-	-	-	-	-	-	-	-	-	-	-	-	-	15,454	15,454
	171,911	171,911	171,911	171,911	171,911	171,911	171,911	171,911	171,911	171,911	171,911	171,911	-	2,062,937	216,062	(1,846,875)
<b>Benefits</b>																
3101 STRS	198,462	198,462	198,462	198,462	198,462	198,462	198,462	198,462	198,462	198,462	198,462	198,462	-	2,381,546	2,282,991	(98,555)
3301 OASDI	10,659	10,659	10,659	10,659	10,659	10,659	10,659	10,659	10,659	10,659	10,659	10,659	-	127,905	12,647	(115,258)
3311 Medicare	20,312	20,312	20,312	20,312	20,312	20,312	20,312	20,312	20,312	20,312	20,312	20,312	-	243,739	197,238	(46,501)
3401 Health and Welfare	115,425	115,425	115,425	115,425	115,425	115,425	115,425	115,425	115,425	115,425	115,425	115,425	-	1,385,100	1,070,657	(314,443)
3501 State Unemployment	6,248	6,248	6,248	6,248	6,248	6,248	31,238	24,990	12,495	6,248	6,248	6,248	-	124,950	99,209	(25,741)
3601 Workers' Compensation	12,047	12,047	12,047	12,047	12,047	12,047	12,047	12,047	12,047	12,047	12,047	12,047	-	144,562	119,311	(25,251)
3901 Other Benefits	7,558	7,558	7,558	7,558	7,558	7,558	7,558	7,558	7,558	7,558	7,558	7,558	-	90,695	-	(90,695)
	370,710	370,710	370,710	370,710	370,710	370,710	395,700	389,452	376,957	370,710	370,710	370,710	-	4,498,497	3,782,054	(716,444)
<b>Books and Supplies</b>																
4302 School Supplies	199,841	339,737	451,490	265,078	271,269	213,774	271,496	231,283	268,420	315,009	260,355	287,495	-	3,375,246	2,899,800	(475,446)
4305 Software	49,513	49,513	49,513	49,513	49,513	49,513	49,513	49,513	49,513	49,513	49,513	49,513	-	594,155	155,659	(438,496)
4310 Office Expense	216	216	216	216	216	216	216	216	216	216	216	216	-	2,596	36,381	33,785
4311 Business Meals	208	208	208	208	208	208	208	208	208	208	208	208	-	2,500	2,167	(333)
4400 Noncapitalized Equipment	6,774	11,516	15,305	8,986	9,196	7,247	9,203	7,840	9,099	10,678	8,826	9,746	-	114,415	98,298	(16,117)
	256,552	401,191	516,733	324,002	330,402	270,958	330,637	289,061	327,457	375,625	319,118	347,178	-	4,088,912	3,192,306	(896,606)
<b>Subagreement Services</b>																
5102 Special Education	120,083	120,083	120,083	120,083	120,083	120,083	120,083	120,083	120,083	120,083	120,083	120,083	-	1,441,000	1,245,312	(195,688)
5106 Other Educational Consultants	288,422	490,328	651,618	382,577	391,511	308,531	391,839	333,801	387,400	454,639	375,759	414,929	-	4,871,355	4,185,164	(686,192)
5107 Instructional Services	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,791,329	3,791,329
	408,505	610,411	771,701	502,660	511,595	428,615	511,922	453,885	507,483	574,723	495,842	535,013	-	6,312,355	9,221,805	2,909,450
<b>Operations and Housekeeping</b>																
5201 Auto and Travel	342	342	342	342	342	342	342	342	342	342	342	342	-	4,100	3,520	(580)
5300 Dues & Memberships	133	133	133	133	133	133	133	133	133	133	133	133	-	1,600	1,361	(239)
5400 Insurance	28,342	28,342	28,342	28,342	28,342	28,342	28,342	28,342	28,342	28,342	28,342	28,342	-	340,100	133,174	(206,926)
5516 Miscellaneous Expense	300	300	300	300	300	300	300	300	300	300	300	300	-	3,600	3,076	(524)
5900 Communications	217	217	217	217	217	217	217	217	217	217	217	217	-	2,600	2,229	(371)
5901 Postage and Shipping	208	208	208	208	208	208	208	208	208	208	208	208	-	2,500	2,144	(356)
	31,042	31,042	31,042	31,042	31,042	31,042	31,042	31,042	31,042	31,042	31,042	31,042	-	372,500	145,504	(226,996)

# Mission Vista Academy

## Monthly Cash Flow/Budget FY20-21 - (Revised-Scenario 3)

Revised 7/28/20

ADA = 3697.53



	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Year-End Accruals	Annual Budget	PY Forecast	Favorable / (Unfav.)
<b>Facilities, Repairs and Other Leases</b>																
5604 Other Leases	108	108	108	108	108	108	108	108	108	108	108	108	-	1,300	1,166	(134)
	6,782	6,782	6,782	6,782	6,782	6,782	6,782	6,782	6,782	6,782	6,782	6,782	-	81,384	1,166	(80,218)
<b>Professional/Consulting Services</b>																
5801 IT	7,727	7,727	7,727	7,727	7,727	7,727	7,727	7,727	7,727	7,727	7,727	7,727	-	92,720	693	(92,027)
5802 Audit & Taxes	-	-	-	4,167	4,167	4,167	-	-	-	-	-	-	-	12,500	-	(12,500)
5803 Legal	1,508	1,508	1,508	1,508	1,508	1,508	1,508	1,508	1,508	1,508	1,508	1,508	-	18,100	39,384	21,284
5804 Professional Development	167	167	167	167	167	167	167	167	167	167	167	167	-	2,000	1,696	(304)
5805 General Consulting	808	808	808	808	808	808	808	808	808	808	808	808	-	9,700	8,399	(1,301)
5806 Special Activities/Field Trips	33,871	57,582	76,524	44,929	45,978	36,233	46,016	39,201	45,495	53,391	44,128	48,728	-	572,076	491,492	(80,584)
5807 Bank Charges	200	200	200	240	240	240	240	240	240	240	240	240	-	2,760	2,084	(676)
5808 Printing	92	92	92	110	110	110	110	110	110	110	110	110	-	1,265	973	(292)
5809 Other taxes and fees	1,000	1,000	1,000	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	-	13,800	10,376	(3,424)
5810 Payroll Service Fee	2,650	2,650	2,650	2,650	2,650	2,650	2,650	2,650	2,650	2,650	2,650	2,650	-	31,801	2,367	(29,435)
5811 Management Fee	156,948	156,948	156,948	156,948	156,948	156,948	156,948	156,948	156,948	156,948	156,948	156,948	-	1,883,375	1,153,883	(729,492)
5812 District Oversight Fee	-	53,505	53,505	91,532	85,986	85,986	91,532	85,986	47,293	38,223	32,677	32,677	290,139	989,042	989,042	(0)
5814 SPED Encroachment	-	-	-	-	-	-	-	-	-	-	-	-	249,533	249,533	170,678	(78,855)
	204,971	282,187	301,129	311,986	307,488	297,744	308,907	296,545	264,146	262,973	248,163	252,763	-	3,878,671	2,871,065	(1,007,606)
<b>Interest</b>																
7438 Interest Expense	2,527	57,339	2,527	2,527	2,527	2,527	2,527	173,430	2,319	2,214	64,112	2,005	-	316,584	1,065,222	748,638
	2,527	57,339	2,527	2,527	2,527	2,527	2,527	173,430	2,319	2,214	64,112	2,005	-	316,584	1,065,222	748,638
<b>Total Expenses</b>	<b>2,681,867</b>	<b>3,160,439</b>	<b>3,401,400</b>	<b>2,950,486</b>	<b>2,961,323</b>	<b>2,809,155</b>	<b>2,988,294</b>	<b>3,040,973</b>	<b>2,916,963</b>	<b>3,024,845</b>	<b>2,936,546</b>	<b>2,946,269</b>	<b>539,672</b>	<b>36,358,231</b>	<b>34,147,259</b>	<b>(2,210,972)</b>
<b>Monthly Surplus (Deficit)</b>	<b>(2,681,867)</b>	<b>(1,376,934)</b>	<b>(1,617,896)</b>	<b>100,593</b>	<b>(80,955)</b>	<b>124,097</b>	<b>225,432</b>	<b>(174,770)</b>	<b>(1,340,532)</b>	<b>(1,582,641)</b>	<b>(1,847,315)</b>	<b>(1,857,038)</b>	<b>12,680,508</b>	<b>570,683</b>	<b>1,818,863</b>	<b>(1,248,180)</b>
														1.57%		
<b>Cash Flow Adjustments</b>																
Monthly Surplus (Deficit)	(2,681,867)	(1,376,934)	(1,617,896)	100,593	(80,955)	124,097	225,432	(174,770)	(1,340,532)	(1,582,641)	(1,847,315)	(1,857,038)	12,680,508	570,683		
Cash flows from operating activities																
Depreciation/Amortization	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Public Funding Receivables	279,469	663,889	2,732,320	-	-	765,387	-	-	-	-	-	-	(13,220,180)	(8,779,115)		
Due To/From Related Parties	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Accounts Payable	(121,193)	-	-	-	-	-	-	-	-	-	-	-	539,672	418,478		
Accrued Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Cash flows from financing activities																
Proceeds from Factoring	-	1,827,052	-	-	-	-	5,700,215	-	-	-	2,066,755	-	-	9,594,022		
Payments on Factoring	-	(1,033,100)	(1,033,100)	-	-	(1,827,052)	-	-	-	-	-	-	-	(3,893,252)		
Proceeds from Debt	3,032,925	-	-	-	-	-	-	-	-	-	-	-	-	3,032,925		
Payments on Debt	-	-	-	-	-	-	(167,305)	(167,445)	(167,584)	(167,724)	(167,864)	(168,004)	-	(1,005,926)		
<b>Total Change in Cash</b>	<b>509,334</b>	<b>80,907</b>	<b>81,324</b>	<b>100,593</b>	<b>(80,955)</b>	<b>(937,569)</b>	<b>58,127</b>	<b>5,358,000</b>	<b>(1,508,116)</b>	<b>(1,750,365)</b>	<b>51,576</b>	<b>(2,025,041)</b>				
<b>Cash, Beginning of Month</b>	<b>655,816</b>	<b>1,165,150</b>	<b>1,246,057</b>	<b>1,327,381</b>	<b>1,427,975</b>	<b>1,347,020</b>	<b>409,451</b>	<b>467,578</b>	<b>5,825,578</b>	<b>4,317,461</b>	<b>2,567,096</b>	<b>2,618,673</b>				
<b>Cash, End of Month</b>	<b>1,165,150</b>	<b>1,246,057</b>	<b>1,327,381</b>	<b>1,427,975</b>	<b>1,347,020</b>	<b>409,451</b>	<b>467,578</b>	<b>5,825,578</b>	<b>4,317,461</b>	<b>2,567,096</b>	<b>2,618,673</b>	<b>593,631</b>				

Cert.	Instr.
49.0%	80.3%
3,319,219	117,921

Pupil:Teacher Ratio
23.51 :1

**Mission Vista Academy**  
**Multi-Year Forecast (Revised Scenario-4)**



Revised 7/28/20

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
	Prior Year	Budget	Forecast	Forecast	Forecast	Forecast
<b>Assumptions</b>						
LCFF COLA	n/a	0.00%	0.00%	0.00%	0.00%	0.00%
Non-LCFF Revenue COLA	n/a	n/a	0.00%	0.00%	0.00%	0.00%
Expense COLA	n/a	2.00%	2.00%	2.00%	2.00%	2.00%
Enrollment		3,772.99	4,366.00	4,366.00	4,366.00	4,366.00
Average Daily Attendance	3,697.58	3,697.53	4,278.68	4,278.68	4,278.68	4,278.68
<b>Revenues</b>						
<b>State Aid - Revenue Limit</b>						
8011 LCFF State Aid	\$ 25,792,743	\$ 27,067,044	\$ 31,887,891	\$ 31,887,891	\$ 31,887,891	\$ 31,887,891
8012 Education Protection Account	739,506	739,506	855,736	855,736	855,736	855,736
8096 In Lieu of Property Taxes	6,435,829	5,161,530	5,972,780	5,972,780	5,972,780	5,972,780
	<u>32,968,079</u>	<u>32,968,080</u>	<u>38,716,407</u>	<u>38,716,407</u>	<u>38,716,407</u>	<u>38,716,407</u>
<b>Federal Revenue</b>						
8181 Special Education - Entitlement	384,542	444,983	444,983	444,983	444,983	444,983
	<u>384,542</u>	<u>444,983</u>	<u>444,983</u>	<u>444,983</u>	<u>444,983</u>	<u>444,983</u>
<b>Other State Revenue</b>						
8311 State Special Education	1,748,927	2,674,175	2,674,175	2,674,175	2,674,175	2,674,175
8550 Mandated Cost	-	67,049	90,931	90,931	90,931	90,931
8560 State Lottery	765,387	752,834	871,158	871,158	871,158	871,158
8599 Other State Revenue	21,794	21,794	25,219	25,219	25,219	25,219
	<u>2,536,108</u>	<u>3,515,852</u>	<u>3,661,484</u>	<u>3,661,484</u>	<u>3,661,484</u>	<u>3,661,484</u>
<b>Other Local Revenue</b>						
8660 Interest Revenue	77,393	-	-	-	-	-
	<u>77,393</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Total Revenue</b>	<b>\$ 35,966,122</b>	<b>\$ 36,928,914</b>	<b>\$ 42,822,874</b>	<b>\$ 42,822,874</b>	<b>\$ 42,822,874</b>	<b>\$ 42,822,874</b>
<b>Expenses</b>						
<b>Certificated Salaries</b>						
1100 Teachers' Salaries	10,063,306	10,916,869	11,135,206	11,357,911	11,585,069	11,816,770
1175 Teachers' Extra Duty/Stipends	1,744,204	1,139,718	1,162,513	1,185,763	1,209,478	1,233,668
1200 Pupil Support Salaries	612,726	585,776	597,492	609,441	621,630	634,063
1300 Administrators' Salaries	1,146,557	1,611,700	1,643,934	1,676,813	1,710,349	1,744,556
1900 Other Certificated Salaries	85,283	492,327	502,174	512,217	522,461	532,911
	<u>13,652,075</u>	<u>14,746,390</u>	<u>15,041,318</u>	<u>15,342,144</u>	<u>15,648,987</u>	<u>15,961,967</u>
<b>Classified Salaries</b>						
2100 Instructional Salaries	200,608	117,104	119,446	121,835	124,272	126,757
2200 Support Salaries	-	1,155,886	1,179,004	1,202,584	1,226,636	1,251,168
2300 Classified Administrators' Salaries	-	380,614	388,226	395,991	403,911	411,989
2400 Clerical and Office Staff Salaries	-	409,333	417,520	425,870	434,387	443,075
2900 Other Classified Salaries	15,454	-	-	-	-	-
	<u>216,062</u>	<u>2,062,937</u>	<u>2,104,196</u>	<u>2,146,280</u>	<u>2,189,205</u>	<u>2,232,990</u>
<b>Benefits</b>						
3101 STRS	2,282,991	2,381,546	2,409,623	2,807,617	2,863,770	2,921,045
3301 OASDI	12,647	127,905	130,463	133,072	135,734	138,448
3311 Medicare	197,238	243,739	248,614	253,586	258,657	263,830
3401 Health and Welfare	1,070,657	1,385,100	1,412,802	1,441,058	1,469,879	1,499,277
3501 State Unemployment	99,209	124,950	124,950	124,950	124,950	124,950
3601 Workers' Compensation	119,311	144,562	147,454	150,403	153,411	156,479
3901 Other Benefits	-	90,695	92,509	94,359	96,246	98,171
	<u>3,782,054</u>	<u>4,498,497</u>	<u>4,566,414</u>	<u>5,005,045</u>	<u>5,102,647</u>	<u>5,202,200</u>

**Mission Vista Academy**  
**Multi-Year Forecast (Revised Scenario-4)**

Revised 7/28/20



	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
	Prior Year	Budget	Forecast	Forecast	Forecast	Forecast
<b>Books and Supplies</b>						
4302 School Supplies	2,899,800	3,477,566	4,104,626	4,186,719	4,270,453	4,355,862
4305 Software	155,659	594,155	701,291	715,316	729,623	744,215
4310 Office Expense	36,381	2,596	3,064	3,125	3,188	3,252
4311 Business Meals	2,167	2,500	2,951	3,010	3,070	3,131
4400 Noncapitalized Equipment	98,298	117,884	139,140	141,923	144,761	147,656
	<u>3,192,306</u>	<u>4,194,701</u>	<u>4,951,072</u>	<u>5,050,093</u>	<u>5,151,095</u>	<u>5,254,117</u>
<b>Subagreement Services</b>						
5102 Special Education	1,245,312	1,441,000	1,700,835	1,734,852	1,769,549	1,804,940
5106 Other Educational Consultants	4,185,164	5,019,030	5,119,410	5,221,799	5,326,235	5,432,759
5107 Instructional Services	3,791,329	-	-	-	-	-
	<u>9,221,805</u>	<u>6,460,030</u>	<u>6,820,246</u>	<u>6,956,651</u>	<u>7,095,784</u>	<u>7,237,699</u>
<b>Operations and Housekeeping</b>						
5201 Auto and Travel	3,520	4,100	4,839	4,936	5,035	5,135
5300 Dues & Memberships	1,361	1,600	1,889	1,926	1,965	2,004
5400 Insurance	133,174	340,100	401,425	409,454	417,643	425,996
5516 Miscellaneous Expense	3,076	3,600	3,672	3,745	3,820	3,897
5900 Communications	2,229	2,600	3,069	3,130	3,193	3,257
5901 Postage and Shipping	2,144	2,500	2,951	3,010	3,070	3,131
	<u>145,504</u>	<u>372,500</u>	<u>439,091</u>	<u>447,872</u>	<u>456,830</u>	<u>465,966</u>
<b>Facilities, Repairs and Other Leases</b>						
5604 Other Leases	1,166	1,300	1,534	1,565	1,596	1,628
	<u>1,166</u>	<u>81,384</u>	<u>96,059</u>	<u>97,980</u>	<u>99,940</u>	<u>101,938</u>
<b>Professional/Consulting Services</b>						
5801 IT	693	92,720	109,439	111,628	113,860	116,137
5802 Audit & Taxes	-	12,500	12,750	13,005	13,265	13,530
5803 Legal	39,384	18,100	18,462	18,831	19,208	19,592
5804 Professional Development	1,696	2,000	2,361	2,408	2,456	2,505
5805 General Consulting	8,399	9,700	11,449	11,678	11,912	12,150
5806 Special Activities/Field Trips	491,492	589,418	695,699	709,613	723,806	738,282
5807 Bank Charges	2,084	2,760	3,258	3,323	3,389	3,457
5808 Printing	973	1,265	1,493	1,523	1,553	1,584
5809 Other taxes and fees	10,376	13,800	16,288	16,614	16,946	17,285
5810 Payroll Service Fee	2,367	31,801	37,536	38,286	39,052	39,833
5811 Management Fee	1,153,883	1,883,375	889,191	906,975	925,114	943,616
5812 District Oversight Fee	989,042	989,042	1,161,492	1,161,492	1,161,492	1,161,492
5814 SPED Encroachment	170,678	249,533	249,533	249,533	249,533	249,533
	<u>2,871,065</u>	<u>3,896,014</u>	<u>3,208,950</u>	<u>3,244,909</u>	<u>3,281,586</u>	<u>3,318,998</u>
<b>Depreciation</b>						
6900 Depreciation Expense	-	-	-	-	-	-
	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Interest</b>						
7438 Interest Expense	1,065,222	316,584	314,368	193,719	322,865	387,438
	<u>1,065,222</u>	<u>316,584</u>	<u>314,368</u>	<u>193,719</u>	<u>322,865</u>	<u>387,438</u>
<b>Total Expenses</b>	<b>\$ 34,147,259</b>	<b>\$ 36,629,037</b>	<b>\$ 37,541,713</b>	<b>\$ 38,484,693</b>	<b>\$ 39,348,938</b>	<b>\$ 40,163,313</b>
<b>Surplus (Deficit)</b>	<b>\$ 1,818,863</b>	<b>\$ 299,878</b>	<b>\$ 5,281,161</b>	<b>\$ 4,338,181</b>	<b>\$ 3,473,936</b>	<b>\$ 2,659,561</b>
Fund Balance, Beginning of Year	\$ -	\$ 1,818,863	\$ 2,118,741	\$ 7,399,902	\$ 11,738,083	\$ 15,212,018
<b>Fund Balance, End of Year</b>	<b>\$ 1,818,863</b>	<b>\$ 2,118,741</b>	<b>\$ 7,399,902</b>	<b>\$ 11,738,083</b>	<b>\$ 15,212,018</b>	<b>\$ 17,871,579</b>
	5.3%	5.8%	19.7%	30.5%	38.7%	44.5%

**Mission Vista Academy**  
**Multi-Year Forecast (Revised Scenario-4)**



Revised 7/28/20

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
	Prior Year	Budget	Forecast	Forecast	Forecast	Forecast
<b>Cash Flow Adjustments</b>						
Surplus (Deficit)	1,818,863	299,878	5,281,161	4,338,181	3,473,936	2,659,561
Cash Flows From Operating Activities						
Depreciation/Amortization	-	-	-	-	-	-
Public Funding Receivables	(4,363,024)	(8,779,115)	8,443,351	476,427	-	-
Grants and Contributions Rec.	(78,041)	-	-	-	-	-
Due To/From Related Parties	(159,897)	-	-	-	-	-
Prepaid Expenses	547,011	-	-	-	-	-
Other Assets	(1,200)	-	-	-	-	-
Accounts Payable	342,801	418,478	(395,474)	(14,293)	-	-
Accrued Expenses	483,103	-	-	-	-	-
Other Liabilities	-	-	-	-	-	-
Cash Flows From Investing Activities						
Purchases of Prop. And Equip.	-	-	-	-	-	-
Notes Receivable	-	-	-	-	-	-
Cash Flows From Financing Activities						
Proceeds from Factoring	23,490,100	9,594,022	9,950,071	6,457,298	10,762,163	12,914,596
Payments on Factoring	(21,423,900)	(3,893,252)	(17,717,040)	(8,848,890)	(11,001,322)	(12,914,596)
Proceeds from Debt	-	3,032,925	-	-	-	-
Payments on Debt	-	(1,005,926)	(2,026,999)	-	-	-
<b>Total Change in Cash</b>	<b>655,816</b>	<b>(332,990)</b>	<b>3,535,070</b>	<b>2,408,724</b>	<b>3,234,776</b>	<b>2,659,561</b>
Cash, Beginning of Year	-	655,816	322,826	3,857,896	6,266,620	9,501,396
<b>Cash, End of Year</b>	<b>\$ 655,816</b>	<b>\$ 322,826</b>	<b>\$ 3,857,896</b>	<b>\$ 6,266,620</b>	<b>\$ 9,501,396</b>	<b>\$ 12,160,957</b>





# Mission Vista Academy

## Monthly Cash Flow/Budget FY20-21 - (Revised Scenario-4)

Revised 7/28/20

ADA = 3697.53



	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Year-End Accruals	Annual Budget	PY Forecast	Favorable / (Unfav.)
<b>Facilities, Repairs and Other Leases</b>																
5604 Other Leases	108	108	108	108	108	108	108	108	108	108	108	108	-	1,300	1,166	(134)
	6,782	6,782	6,782	6,782	6,782	6,782	6,782	6,782	6,782	6,782	6,782	6,782	-	81,384	1,166	(80,218)
<b>Professional/Consulting Services</b>																
5801 IT	7,727	7,727	7,727	7,727	7,727	7,727	7,727	7,727	7,727	7,727	7,727	7,727	-	92,720	693	(92,027)
5802 Audit & Taxes	-	-	-	4,167	4,167	4,167	-	-	-	-	-	-	-	12,500	-	(12,500)
5803 Legal	1,508	1,508	1,508	1,508	1,508	1,508	1,508	1,508	1,508	1,508	1,508	1,508	-	18,100	39,384	21,284
5804 Professional Development	167	167	167	167	167	167	167	167	167	167	167	167	-	2,000	1,696	(304)
5805 General Consulting	808	808	808	808	808	808	808	808	808	808	808	808	-	9,700	8,399	(1,301)
5806 Special Activities/Field Trips	34,898	59,328	78,844	46,291	47,372	37,331	47,411	40,389	46,874	55,010	45,466	50,205	-	589,418	491,492	(97,926)
5807 Bank Charges	200	200	200	240	240	240	240	240	240	240	240	240	-	2,760	2,084	(676)
5808 Printing	92	92	92	110	110	110	110	110	110	110	110	110	-	1,265	973	(292)
5809 Other taxes and fees	1,000	1,000	1,000	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	-	13,800	10,376	(3,424)
5810 Payroll Service Fee	2,650	2,650	2,650	2,650	2,650	2,650	2,650	2,650	2,650	2,650	2,650	2,650	-	31,801	2,367	(29,435)
5811 Management Fee	156,948	156,948	156,948	156,948	156,948	156,948	156,948	156,948	156,948	156,948	156,948	156,948	-	1,883,375	1,153,883	(729,492)
5812 District Oversight Fee	-	53,505	53,505	91,532	85,986	85,986	91,532	85,986	47,293	38,223	32,677	32,677	290,139	989,042	989,042	(0)
5814 SPED Encroachment	-	-	-	-	-	-	-	-	-	-	-	-	249,533	249,533	170,678	(78,855)
	205,998	283,933	303,448	313,348	308,882	298,842	310,302	297,733	265,525	264,591	249,501	254,240	-	3,896,014	2,871,065	(1,024,948)
<b>Interest</b>																
7438 Interest Expense	2,527	57,339	2,527	2,527	2,527	2,527	2,527	173,430	2,319	2,214	64,112	2,005	-	316,584	1,065,222	748,638
	2,527	57,339	2,527	2,527	2,527	2,527	2,527	173,430	2,319	2,214	64,112	2,005	-	316,584	1,065,222	748,638
<b>Total Expenses</b>	<b>2,697,901</b>	<b>3,187,697</b>	<b>3,437,625</b>	<b>2,971,754</b>	<b>2,983,088</b>	<b>2,826,307</b>	<b>3,010,077</b>	<b>3,059,529</b>	<b>2,938,499</b>	<b>3,050,119</b>	<b>2,957,435</b>	<b>2,969,336</b>	<b>539,672</b>	<b>36,629,037</b>	<b>34,147,259</b>	<b>(2,481,778)</b>
<b>Monthly Surplus (Deficit)</b>	<b>(2,697,901)</b>	<b>(1,404,192)</b>	<b>(1,654,120)</b>	<b>79,325</b>	<b>(102,719)</b>	<b>106,945</b>	<b>203,649</b>	<b>(193,327)</b>	<b>(1,362,068)</b>	<b>(1,607,915)</b>	<b>(1,868,204)</b>	<b>(1,880,104)</b>	<b>12,680,508</b>	<b>299,878</b>	<b>1,818,863</b>	<b>(1,518,985)</b>
														0.82%		
<b>Cash Flow Adjustments</b>																
Monthly Surplus (Deficit)	(2,697,901)	(1,404,192)	(1,654,120)	79,325	(102,719)	106,945	203,649	(193,327)	(1,362,068)	(1,607,915)	(1,868,204)	(1,880,104)	12,680,508	299,878		
Cash flows from operating activities																
Depreciation/Amortization	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Public Funding Receivables	279,469	663,889	2,732,320	-	-	765,387	-	-	-	-	-	-	(13,220,180)	(8,779,115)		
Due To/From Related Parties	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Accounts Payable	(121,193)	-	-	-	-	-	-	-	-	-	-	-	539,672	418,478		
Accrued Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Cash flows from financing activities																
Proceeds from Factoring	-	1,827,052	-	-	-	-	5,700,215	-	-	-	2,066,755	-	-	9,594,022		
Payments on Factoring	-	(1,033,100)	(1,033,100)	-	(1,827,052)	-	-	-	-	-	-	-	-	(3,893,252)		
Proceeds from Debt	3,032,925	-	-	-	-	-	-	-	-	-	-	-	-	3,032,925		
Payments on Debt	-	-	-	-	-	-	(167,305)	(167,445)	(167,584)	(167,724)	(167,864)	(168,004)	-	(1,005,926)		
<b>Total Change in Cash</b>	<b>493,300</b>	<b>53,649</b>	<b>45,100</b>	<b>79,325</b>	<b>(102,719)</b>	<b>(954,720)</b>	<b>36,344</b>	<b>5,339,443</b>	<b>(1,529,652)</b>	<b>(1,775,639)</b>	<b>30,688</b>	<b>(2,048,108)</b>				
<b>Cash, Beginning of Month</b>	<b>655,816</b>	<b>1,149,116</b>	<b>1,202,765</b>	<b>1,247,865</b>	<b>1,327,191</b>	<b>1,224,471</b>	<b>269,751</b>	<b>306,095</b>	<b>5,645,538</b>	<b>4,115,885</b>	<b>2,340,246</b>	<b>2,370,934</b>				
<b>Cash, End of Month</b>	<b>1,149,116</b>	<b>1,202,765</b>	<b>1,247,865</b>	<b>1,327,191</b>	<b>1,224,471</b>	<b>269,751</b>	<b>306,095</b>	<b>5,645,538</b>	<b>4,115,885</b>	<b>2,340,246</b>	<b>2,370,934</b>	<b>322,826</b>				

Cert.	Instr.
49.0%	81.1%
3,319,219	388,727

Pupil:Teacher Ratio
23.51 :1

**Mission Vista Academy**  
**Multi-Year Forecast (Revised Scenario-5)**



Revised 7/28/20

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
	Prior Year	Budget	Forecast	Forecast	Forecast	Forecast
<b>Assumptions</b>						
LCFF COLA	n/a	0.00%	0.00%	0.00%	0.00%	0.00%
Non-LCFF Revenue COLA	n/a	n/a	0.00%	0.00%	0.00%	0.00%
Expense COLA	n/a	2.00%	2.00%	2.00%	2.00%	2.00%
Enrollment		3,772.99	4,366.00	4,366.00	4,366.00	4,366.00
Average Daily Attendance	3,697.58	3,697.53	4,278.68	4,278.68	4,278.68	4,278.68
<b>Revenues</b>						
<b>State Aid - Revenue Limit</b>						
8011 LCFF State Aid	\$ 25,792,743	\$ 27,067,044	\$ 31,887,891	\$ 31,887,891	\$ 31,887,891	\$ 31,887,891
8012 Education Protection Account	739,506	739,506	855,736	855,736	855,736	855,736
8096 In Lieu of Property Taxes	6,435,829	5,161,530	5,972,780	5,972,780	5,972,780	5,972,780
	<u>32,968,079</u>	<u>32,968,080</u>	<u>38,716,407</u>	<u>38,716,407</u>	<u>38,716,407</u>	<u>38,716,407</u>
<b>Federal Revenue</b>						
8181 Special Education - Entitlement	384,542	444,983	444,983	444,983	444,983	444,983
	<u>384,542</u>	<u>444,983</u>	<u>444,983</u>	<u>444,983</u>	<u>444,983</u>	<u>444,983</u>
<b>Other State Revenue</b>						
8311 State Special Education	1,748,927	2,674,175	2,674,175	2,674,175	2,674,175	2,674,175
8550 Mandated Cost	-	67,049	90,931	90,931	90,931	90,931
8560 State Lottery	765,387	752,834	871,158	871,158	871,158	871,158
8599 Other State Revenue	21,794	21,794	25,219	25,219	25,219	25,219
	<u>2,536,108</u>	<u>3,515,852</u>	<u>3,661,484</u>	<u>3,661,484</u>	<u>3,661,484</u>	<u>3,661,484</u>
<b>Other Local Revenue</b>						
8660 Interest Revenue	77,393	-	-	-	-	-
	<u>77,393</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Total Revenue</b>	<b>\$ 35,966,122</b>	<b>\$ 36,928,914</b>	<b>\$ 42,822,874</b>	<b>\$ 42,822,874</b>	<b>\$ 42,822,874</b>	<b>\$ 42,822,874</b>
<b>Expenses</b>						
<b>Certificated Salaries</b>						
1100 Teachers' Salaries	10,063,306	10,916,869	11,135,206	11,357,911	11,585,069	11,816,770
1175 Teachers' Extra Duty/Stipends	1,744,204	1,139,718	1,162,513	1,185,763	1,209,478	1,233,668
1200 Pupil Support Salaries	612,726	585,776	597,492	609,441	621,630	634,063
1300 Administrators' Salaries	1,146,557	1,611,700	1,643,934	1,676,813	1,710,349	1,744,556
1900 Other Certificated Salaries	85,283	492,327	502,174	512,217	522,461	532,911
	<u>13,652,075</u>	<u>14,746,390</u>	<u>15,041,318</u>	<u>15,342,144</u>	<u>15,648,987</u>	<u>15,961,967</u>
<b>Classified Salaries</b>						
2100 Instructional Salaries	200,608	117,104	119,446	121,835	124,272	126,757
2200 Support Salaries	-	1,155,886	1,179,004	1,202,584	1,226,636	1,251,168
2300 Classified Administrators' Salaries	-	380,614	388,226	395,991	403,911	411,989
2400 Clerical and Office Staff Salaries	-	409,333	417,520	425,870	434,387	443,075
2900 Other Classified Salaries	15,454	-	-	-	-	-
	<u>216,062</u>	<u>2,062,937</u>	<u>2,104,196</u>	<u>2,146,280</u>	<u>2,189,205</u>	<u>2,232,990</u>
<b>Benefits</b>						
3101 STRS	2,282,991	2,381,546	2,409,623	2,807,617	2,863,770	2,921,045
3301 OASDI	12,647	127,905	130,463	133,072	135,734	138,448
3311 Medicare	197,238	243,739	248,614	253,586	258,657	263,830
3401 Health and Welfare	1,070,657	1,385,100	1,412,802	1,441,058	1,469,879	1,499,277
3501 State Unemployment	99,209	124,950	124,950	124,950	124,950	124,950
3601 Workers' Compensation	119,311	144,562	147,454	150,403	153,411	156,479
3901 Other Benefits	-	90,695	92,509	94,359	96,246	98,171
	<u>3,782,054</u>	<u>4,498,497</u>	<u>4,566,414</u>	<u>5,005,045</u>	<u>5,102,647</u>	<u>5,202,200</u>

**Mission Vista Academy**  
**Multi-Year Forecast (Revised Scenario-5)**

Revised 7/28/20



	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
	Prior Year	Budget	Forecast	Forecast	Forecast	Forecast
<b>Books and Supplies</b>						
4302 School Supplies	2,899,800	3,361,943	3,968,155	4,047,518	4,128,468	4,211,038
4305 Software	155,659	594,155	701,291	715,316	729,623	744,215
4310 Office Expense	36,381	2,596	3,064	3,125	3,188	3,252
4311 Business Meals	2,167	2,500	2,951	3,010	3,070	3,131
4400 Noncapitalized Equipment	98,298	113,964	134,514	137,204	139,948	142,747
	<u>3,192,306</u>	<u>4,075,158</u>	<u>4,809,974</u>	<u>4,906,174</u>	<u>5,004,297</u>	<u>5,104,383</u>
<b>Subagreement Services</b>						
5102 Special Education	1,245,312	1,441,000	1,700,835	1,734,852	1,769,549	1,804,940
5106 Other Educational Consultants	4,185,164	4,852,156	4,949,199	5,048,183	5,149,147	5,252,130
5107 Instructional Services	3,791,329	-	-	-	-	-
	<u>9,221,805</u>	<u>6,293,156</u>	<u>6,650,034</u>	<u>6,783,035</u>	<u>6,918,696</u>	<u>7,057,070</u>
<b>Operations and Housekeeping</b>						
5201 Auto and Travel	3,520	4,100	4,839	4,936	5,035	5,135
5300 Dues & Memberships	1,361	1,600	1,889	1,926	1,965	2,004
5400 Insurance	133,174	340,100	401,425	409,454	417,643	425,996
5516 Miscellaneous Expense	3,076	3,600	3,672	3,745	3,820	3,897
5900 Communications	2,229	2,600	3,069	3,130	3,193	3,257
5901 Postage and Shipping	2,144	2,500	2,951	3,010	3,070	3,131
	<u>145,504</u>	<u>372,500</u>	<u>439,091</u>	<u>447,872</u>	<u>456,830</u>	<u>465,966</u>
<b>Facilities, Repairs and Other Leases</b>						
5604 Other Leases	1,166	1,300	1,534	1,565	1,596	1,628
	<u>1,166</u>	<u>81,384</u>	<u>96,059</u>	<u>97,980</u>	<u>99,940</u>	<u>101,938</u>
<b>Professional/Consulting Services</b>						
5801 IT	693	92,720	109,439	111,628	113,860	116,137
5802 Audit & Taxes	-	12,500	12,750	13,005	13,265	13,530
5803 Legal	39,384	18,100	18,462	18,831	19,208	19,592
5804 Professional Development	1,696	2,000	2,361	2,408	2,456	2,505
5805 General Consulting	8,399	9,700	11,449	11,678	11,912	12,150
5806 Special Activities/Field Trips	491,492	569,821	672,569	686,020	699,740	713,735
5807 Bank Charges	2,084	2,760	3,258	3,323	3,389	3,457
5808 Printing	973	1,265	1,493	1,523	1,553	1,584
5809 Other taxes and fees	10,376	13,800	16,288	16,614	16,946	17,285
5810 Payroll Service Fee	2,367	31,801	37,536	38,286	39,052	39,833
5811 Management Fee	1,153,883	1,883,375	889,191	906,975	925,114	943,616
5812 District Oversight Fee	989,042	989,042	1,161,492	1,161,492	1,161,492	1,161,492
5814 SPED Encroachment	170,678	249,533	249,533	249,533	249,533	249,533
	<u>2,871,065</u>	<u>3,876,417</u>	<u>3,185,819</u>	<u>3,221,315</u>	<u>3,257,521</u>	<u>3,294,451</u>
<b>Depreciation</b>						
6900 Depreciation Expense	-	-	-	-	-	-
	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Interest</b>						
7438 Interest Expense	1,065,222	316,584	314,368	193,719	322,865	387,438
	<u>1,065,222</u>	<u>316,584</u>	<u>314,368</u>	<u>193,719</u>	<u>322,865</u>	<u>387,438</u>
<b>Total Expenses</b>	<b>\$ 34,147,259</b>	<b>\$ 36,323,023</b>	<b>\$ 37,207,274</b>	<b>\$ 38,143,564</b>	<b>\$ 39,000,988</b>	<b>\$ 39,808,403</b>
<b>Surplus (Deficit)</b>	<b>\$ 1,818,863</b>	<b>\$ 605,891</b>	<b>\$ 5,615,600</b>	<b>\$ 4,679,310</b>	<b>\$ 3,821,886</b>	<b>\$ 3,014,471</b>
Fund Balance, Beginning of Year	\$ -	\$ 1,818,863	\$ 2,424,754	\$ 8,040,354	\$ 12,719,664	\$ 16,541,550
<b>Fund Balance, End of Year</b>	<b>\$ 1,818,863</b>	<b>\$ 2,424,754</b>	<b>\$ 8,040,354</b>	<b>\$ 12,719,664</b>	<b>\$ 16,541,550</b>	<b>\$ 19,556,021</b>
	5.3%	6.7%	21.6%	33.3%	42.4%	49.1%

**Mission Vista Academy**  
**Multi-Year Forecast (Revised Scenario-5)**



Revised 7/28/20

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
	Prior Year	Budget	Forecast	Forecast	Forecast	Forecast
<b>Cash Flow Adjustments</b>						
Surplus (Deficit)	1,818,863	605,891	5,615,600	4,679,310	3,821,886	3,014,471
Cash Flows From Operating Activities						
Depreciation/Amortization	-	-	-	-	-	-
Public Funding Receivables	(4,363,024)	(8,779,115)	8,443,351	476,427	-	-
Grants and Contributions Rec.	(78,041)	-	-	-	-	-
Due To/From Related Parties	(159,897)	-	-	-	-	-
Prepaid Expenses	547,011	-	-	-	-	-
Other Assets	(1,200)	-	-	-	-	-
Accounts Payable	342,801	418,478	(395,474)	(14,293)	-	-
Accrued Expenses	483,103	-	-	-	-	-
Other Liabilities	-	-	-	-	-	-
Cash Flows From Investing Activities						
Purchases of Prop. And Equip.	-	-	-	-	-	-
Notes Receivable	-	-	-	-	-	-
Cash Flows From Financing Activities						
Proceeds from Factoring	23,490,100	9,594,022	9,950,071	6,457,298	10,762,163	12,914,596
Payments on Factoring	(21,423,900)	(3,893,252)	(17,717,040)	(8,848,890)	(11,001,322)	(12,914,596)
Proceeds from Debt	-	3,032,925	-	-	-	-
Payments on Debt	-	(1,005,926)	(2,026,999)	-	-	-
<b>Total Change in Cash</b>	<b>655,816</b>	<b>(26,977)</b>	<b>3,869,510</b>	<b>2,749,852</b>	<b>3,582,727</b>	<b>3,014,471</b>
Cash, Beginning of Year	-	655,816	628,839	4,498,348	7,248,201	10,830,928
<b>Cash, End of Year</b>	<b>\$ 655,816</b>	<b>\$ 628,839</b>	<b>\$ 4,498,348</b>	<b>\$ 7,248,201</b>	<b>\$ 10,830,928</b>	<b>\$ 13,845,399</b>



# Mission Vista Academy

## Monthly Cash Flow/Budget FY20-21 - (Revised-Scenario 5)

Revised 7/28/20

ADA = 3697.53



	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Year-End Accruals	Annual Budget	PY Forecast	Favorable / (Unfav.)
<b>Facilities, Repairs and Other Leases</b>																
5604 Other Leases	108	108	108	108	108	108	108	108	108	108	108	108	-	1,300	1,166	(134)
	6,782	6,782	6,782	6,782	6,782	6,782	6,782	6,782	6,782	6,782	6,782	6,782	-	81,384	1,166	(80,218)
<b>Professional/Consulting Services</b>																
5801 IT	7,727	7,727	7,727	7,727	7,727	7,727	7,727	7,727	7,727	7,727	7,727	7,727	-	92,720	693	(92,027)
5802 Audit & Taxes	-	-	-	4,167	4,167	4,167	-	-	-	-	-	-	-	12,500	-	(12,500)
5803 Legal	1,508	1,508	1,508	1,508	1,508	1,508	1,508	1,508	1,508	1,508	1,508	1,508	-	18,100	39,384	21,284
5804 Professional Development	167	167	167	167	167	167	167	167	167	167	167	167	-	2,000	1,696	(304)
5805 General Consulting	808	808	808	808	808	808	808	808	808	808	808	808	-	9,700	8,399	(1,301)
5806 Special Activities/Field Trips	33,738	57,356	76,222	44,751	45,797	36,090	45,835	39,046	45,316	53,181	43,954	48,536	-	569,821	491,492	(78,329)
5807 Bank Charges	200	200	200	240	240	240	240	240	240	240	240	240	-	2,760	2,084	(676)
5808 Printing	92	92	92	110	110	110	110	110	110	110	110	110	-	1,265	973	(292)
5809 Other taxes and fees	1,000	1,000	1,000	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	-	13,800	10,376	(3,424)
5810 Payroll Service Fee	2,650	2,650	2,650	2,650	2,650	2,650	2,650	2,650	2,650	2,650	2,650	2,650	-	31,801	2,367	(29,435)
5811 Management Fee	156,948	156,948	156,948	156,948	156,948	156,948	156,948	156,948	156,948	156,948	156,948	156,948	-	1,883,375	1,153,883	(729,492)
5812 District Oversight Fee	-	53,505	53,505	91,532	85,986	85,986	91,532	85,986	47,293	38,223	32,677	32,677	290,139	989,042	989,042	(0)
5814 SPED Encroachment	-	-	-	-	-	-	-	-	-	-	-	-	249,533	249,533	170,678	(78,855)
	204,837	281,960	300,827	311,808	307,307	297,601	308,725	296,390	263,967	262,762	247,989	252,571	-	3,876,417	2,871,065	(1,005,351)
<b>Interest</b>																
7438 Interest Expense	2,527	57,339	2,527	2,527	2,527	2,527	2,527	173,430	2,319	2,214	64,112	2,005	-	316,584	1,065,222	748,638
	2,527	57,339	2,527	2,527	2,527	2,527	2,527	173,430	2,319	2,214	64,112	2,005	-	316,584	1,065,222	748,638
<b>Total Expenses</b>	<b>2,679,782</b>	<b>3,156,895</b>	<b>3,396,691</b>	<b>2,947,720</b>	<b>2,958,493</b>	<b>2,806,925</b>	<b>2,985,462</b>	<b>3,038,560</b>	<b>2,914,163</b>	<b>3,021,559</b>	<b>2,933,830</b>	<b>2,943,270</b>	<b>539,672</b>	<b>36,323,023</b>	<b>34,147,259</b>	<b>(2,175,765)</b>
<b>Monthly Surplus (Deficit)</b>	<b>(2,679,782)</b>	<b>(1,373,390)</b>	<b>(1,613,186)</b>	<b>103,358</b>	<b>(78,125)</b>	<b>126,326</b>	<b>228,264</b>	<b>(172,358)</b>	<b>(1,337,732)</b>	<b>(1,579,355)</b>	<b>(1,844,599)</b>	<b>(1,854,039)</b>	<b>12,680,508</b>	<b>605,891</b>	<b>1,818,863</b>	<b>(1,212,972)</b>
														1.67%		
<b>Cash Flow Adjustments</b>																
Monthly Surplus (Deficit)	(2,679,782)	(1,373,390)	(1,613,186)	103,358	(78,125)	126,326	228,264	(172,358)	(1,337,732)	(1,579,355)	(1,844,599)	(1,854,039)	12,680,508	605,891		
Cash flows from operating activities																
Depreciation/Amortization	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Public Funding Receivables	279,469	663,889	2,732,320	-	-	765,387	-	-	-	-	-	-	(13,220,180)	(8,779,115)		
Due To/From Related Parties	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Accounts Payable	(121,193)	-	-	-	-	-	-	-	-	-	-	-	539,672	418,478		
Accrued Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Cash flows from financing activities																
Proceeds from Factoring	-	1,827,052	-	-	-	-	5,700,215	-	-	-	2,066,755	-	-	9,594,022		
Payments on Factoring	-	(1,033,100)	(1,033,100)	-	-	(1,827,052)	-	-	-	-	-	-	-	(3,893,252)		
Proceeds from Debt	3,032,925	-	-	-	-	-	-	-	-	-	-	-	-	3,032,925		
Payments on Debt	-	-	-	-	-	-	(167,305)	(167,445)	(167,584)	(167,724)	(167,864)	(168,004)	-	(1,005,926)		
<b>Total Change in Cash</b>	<b>511,418</b>	<b>84,451</b>	<b>86,034</b>	<b>103,358</b>	<b>(78,125)</b>	<b>(935,339)</b>	<b>60,959</b>	<b>5,360,412</b>	<b>(1,505,316)</b>	<b>(1,747,079)</b>	<b>54,292</b>	<b>(2,022,043)</b>				
<b>Cash, Beginning of Month</b>	<b>655,816</b>	<b>1,167,235</b>	<b>1,251,685</b>	<b>1,337,719</b>	<b>1,441,078</b>	<b>1,362,953</b>	<b>427,614</b>	<b>488,572</b>	<b>5,848,985</b>	<b>4,343,668</b>	<b>2,596,589</b>	<b>2,650,881</b>				
<b>Cash, End of Month</b>	<b>1,167,235</b>	<b>1,251,685</b>	<b>1,337,719</b>	<b>1,441,078</b>	<b>1,362,953</b>	<b>427,614</b>	<b>488,572</b>	<b>5,848,985</b>	<b>4,343,668</b>	<b>2,596,589</b>	<b>2,650,881</b>	<b>628,839</b>				

<b>Cert.</b>	<b>Instr.</b>
49.0%	80.2%
3,319,219	82,714

<b>Pupil:Teacher Ratio</b>
23.51 :1

# Inspire Charter Services

# INVOICE

1740 E. Huntington Drive #205  
Duarte, CA 91010  
Phone (626)317-0112 Fax (626)470-9713

**DATE:** August 1, 2020  
**INVOICE #** INSPMV-114  
**FOR:** *Monthly Operational Fee*

**Bill To:**

Mission Vista Academy  
1440 Beaumont Ave Ste A2#412  
Beaumont, CA 92223

DESCRIPTION	AMOUNT
Operational Fee - 08/2020	\$ 103,093.22
Operational Fee - 07/2020 adjustment	\$ (469.17)
<b>TOTAL</b>	\$ 102,624.05

Make all checks payable to Inspire Charter Services  
If you have any questions concerning this invoice, please contact Accounts Payable at  
[accountspayable@inspireschools.org](mailto:accountspayable@inspireschools.org)

**THANK YOU FOR YOUR BUSINESS!**

# Inspire Charter Services

# INVOICE

1740 E. Huntington Drive #205  
Duarte, CA 91010  
Phone (626)317-0112 Fax (626)470-9713

**DATE:** July 1, 2020  
**INVOICE #** INSPMV-113  
**FOR:** *Monthly Operational  
& Instructional Fee*

**Bill To:**

Mission Vista Academy  
1440 Beaumont Ave Ste A2#412  
Beaumont, CA 92223

DESCRIPTION	AMOUNT
Instructional Fee - 07/2020	\$ -
Operational Fee - 07/2020	\$ 103,562.39
<b>TOTAL</b>	\$ 103,562.39

Make all checks payable to Inspire Charter Services  
If you have any questions concerning this invoice, please contact Accounts Payable at  
[accountspayable@inspireschools.org](mailto:accountspayable@inspireschools.org)



DESCRIPTION	AMOUNT
-------------	--------

THANK YOU FOR YOUR BUSINESS!

# INVOICE

Amy Davis  
 Mission Vista Academy  
 1740 E. Huntington Drive, Suite 205  
 Duarte, CA 91010

Invoice No: 31443  
 Due Date: 07/01/2020  
 Customer ID: 19007  
 Terms: Upon Receipt

Description	Amount																
25% Deposit 2020-2021 - Package Premium	\$74,195.00																
25% Deposit 2020-2021 - Workers' Compensation	\$27,766.00																
<table border="1" style="width: 100%; margin-top: 20px;"> <thead> <tr> <th>Invoice #</th> <th>Date</th> <th>Description</th> <th>Balance</th> </tr> </thead> <tbody> <tr> <td>31444</td> <td>08/01/2020</td> <td>August Premium 2020-2021 - Package Premium</td> <td>\$33,987.00</td> </tr> <tr> <td>31443</td> <td>07/01/2020</td> <td>25% Deposit 2020-2021 - Package Premium</td> <td>\$101,961.00</td> </tr> <tr> <td colspan="3" style="text-align: right;"><b>Total Outstanding Premium</b></td> <td><b>\$135,948.00</b></td> </tr> </tbody> </table>		Invoice #	Date	Description	Balance	31444	08/01/2020	August Premium 2020-2021 - Package Premium	\$33,987.00	31443	07/01/2020	25% Deposit 2020-2021 - Package Premium	\$101,961.00	<b>Total Outstanding Premium</b>			<b>\$135,948.00</b>
Invoice #	Date	Description	Balance														
31444	08/01/2020	August Premium 2020-2021 - Package Premium	\$33,987.00														
31443	07/01/2020	25% Deposit 2020-2021 - Package Premium	\$101,961.00														
<b>Total Outstanding Premium</b>			<b>\$135,948.00</b>														

**Invoice Total: 101,961.00**  
**Pymt Rec'd: 0.00**  
**Balance Due: 101,961.00**

Please note that insurance premiums are due the 1st day of the premium month.  
 Payment for this invoice must be received by CharterSAFE on or before 07/01/2020.



## 2020-2021 Compensation Policy

### Dedication to Non-discrimination

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

### Important Information

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

## Compensation Philosophy

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

We offer...

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

We recognize and reward...

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

For teachers...

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

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

## **CERTIFICATED OMPENSATION**

### Certificated Definition:

For the purpose of this policy, certificated is defined as any position that requires a certificate and/or credential as defined by the California Teaching Commission (CTC).

### Teacher Definition:

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

### Salary Placement Guidelines:

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

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

### Creditable Years of Experience:

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

The Senior Director or his or her designee may adjust a rehired teacher's placement on the pay scale as appropriate based on the employee's accumulated experience following the teacher's separation from the

School, which may result in a higher or lower placement on the scale than the teacher would have otherwise been placed had the teacher been continuously employed.

#### Credential/Certification:

- Teachers holding a valid and active credential (i.e., preliminary, clear, lifetime) California teaching certificate at the time of hiring/rehiring will generally be compensated in accordance with the applicable teacher salary table (B Basis, C Basis or Special Education) for certificated teachers.
- The School may hire teachers with a bachelor's degree who do not hold a clear teaching credential. Staff holding an alternative certification (intern, emergency, or preliminary credential) are rated on the same salary teacher table as certificated teachers.
- A teacher is eligible to advance to the proper Pay Scale level once they meet the requirement for that specific Pay Scale Level and Group based on their creditable years of service and post-BA Bachelor degree units, if applicable. **Course work is creditable for row placement and advancement if it is a course taken for credit at an accredited institution, reasonably related to the employee's assignment or future assignment, and posted as semester, quarter, or trimester units on an official transcript in the institution's graduate course number series**
- For any given school year, teachers must submit any successfully completed post-BA units no later than October 31 in order for the units to be applied to the teacher's salary in that school year. Any proof of successfully completed post-BA units submitted to the School after October 31 will not result in an adjustment to compensation until the following school year.
- Any increase in pay resulting from an advancement on the Pay Scale based on the successful completion of post-BA units will not take effect until after the School's receipt of sufficient documentation supporting the advancement. Pay increases for post-BA units will not be paid retroactively. For illustration purposes, if a teacher is awarded a degree on January 15 and provides proof of the degree on May 1, any advancement on the Pay Scale and increase in pay will be effective beginning the next school year. The teacher will not be paid at the higher rate of compensation retroactively (i.e., for the periods between January 15 and July 1).
- If a teacher is awarded a degree on August 15 and provides proof of the degree on October 15, any advancement on the Pay Scale and increase in pay will be effective beginning the first pay period following October 15. The teacher will not be paid at the higher rate of compensation during the periods between August 15 and October 15.

#### Advanced Degree/Certificate Stipends:

- Teachers who hold a Doctoral degree are entitled to additional compensation of \$3,000 stipend in addition to their current annual salary on the Salary Table.
- The stipend is not included in your annual salary and may be processed separately from regular earnings.
- National Board Certificate (NBC) holders are entitled to a \$3,000 stipend in addition to current annual salary on the Salary.
- Proof of National Board Certificate (NBC) and Doctoral Degrees must be submitted by October 31 in order for stipend to be paid for that year. Any submission after October 31 will result in stipend for the following year.
- The stipends will be paid as set forth in the Stipend Chart below.

#### Signing Bonus:

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

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

#### Supplemental Duty Stipends:

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

#### Medical Opt-Out Stipend:

- Employees may elect not to enroll in any of the medical plans offered by the Charter School. The employee must certify that they have medical coverage for themselves and eligible dependents elsewhere that is comparable to one of the plans offered by the Charter School. They will receive an employer contribution of \$250 per month.

## Stipend Chart

DESCRIPTION	AMOUNT	ELIGIBILITY	ELIGIBILITY START	PERIOD PAID
Lead Community Coordinator	\$12,000.00	Assigned Position: Paid to a certificated teacher who facilitates regular events for the Community Connections program	Eligibility starts at the beginning of the school year.	Paid biweekly over 12 months; July - June. Will be prorated based on period of service during the school year.
Student Support Coordinator	\$15,000.00	Assigned Position: Paid to certificated teachers who facilitate SST meetings	Eligibility starts at the beginning of the school year and once the supervising begins.	Paid biweekly over 12 months; July - June. Will be prorated based on period of service during the school year.
504 Coordinator	\$15,000.00	Assigned Position: Paid to certificated teachers who facilitate 504 meetings	Eligibility starts at the beginning of the school year and once the supervising begins.	Paid biweekly over 12 months; July - June. Will be prorated based on period of service during the school year.
Intervention Support Coordinator	\$15,000.00	Assigned Position: Paid to certificated teachers who facilitate direct instruction classes for students who are identified for tier 1, 2, and 3 intervention.	Eligibility starts at the beginning of the school year and once the supervising begins.	Paid biweekly over 12 months; July - June. Will be prorated based on period of service during the school year.
New Teacher Trainer/PD Coordinator	\$8,500.00	Assigned Position: Paid to a designated HST who applied and received the position to train new teachers	Eligibility starts at the beginning of the school year and once the coaching begins.	Paid biweekly over 12 months; July - June. Will be prorated based on period of service during the school year.
SPED Lead Teacher	\$1,000.00	Assigned Position: Must be in a leadership role and an authority in compliance, training and support in the field of special education.	Eligibility starts at the beginning of the school year.	Paid biweekly over 10 months of the student calendar. Will be prorated based on period of service during the school year.
Extended School Year (ESY)	\$3,500.00	Paid to special education teachers who provide services during ESY	Eligibility is earned after service has been completed from start date to end date.	Paid in 2 installments during each of the 2 pay periods of ESY.
Extra Student Stipend	\$100/month/student over required roster limit	If the Senior Director assigns additional students to the employee's full time load, the employee will receive \$100/month per student	Becomes eligible once their rosters surpass required roster limits.	Paid biweekly over the course of the student days of attendance. Will be prorated based on period of service during the school year.
National Board Certification (NBC)	\$3,000.00	Provided to teachers who have been awarded the National Board Certification	For current employees who obtain the certification before October 31 of the current school year.	Paid in 2 installments in December and in March. The total stipend amount will only be paid to current employees.
Doctoral Degree Stipend	\$3,000.00	Provided to teachers who hold a doctorate degree	For current employees who obtain the certification before October 31 of the current school year.	Paid in 2 installments in December and in March. The total stipend amount will only be paid to current employees.
Medical Benefit Opt Out	\$3,000.00	Provided to teachers who opt out of Medical benefit coverage	Eligibility starts at the beginning of the school year.	\$125 paid biweekly over 12 months; July - June. Will be prorated based on period of service during the school year.
CHYA Stipend	\$2,500.00	Assigned Position: Paid to a certificated teacher to provide office hours and instruction/support with CHYA curriculum	Eligibility is earned after service has been completed from start date to end date.	Paid as a lump sum after completion of the work.
Phone/ Internet/Travel Stipend	\$600.00	Provided to all employees for work expense, including phone, internet, and travel costs	For all current employees. Eligibility starts at the beginning of the school year.	\$25 paid biweekly over 12 months; July-June. Will be prorated based on period of service during the school year.
Highly Qualified Teacher Extra Course Stipend	\$4,000.00	Provided to single subject credentialed teachers who teach additional coursework beyond a full load in ChoicePlus Academy or Edgenuity programs	Eligibility starts at the beginning of the school year and once the teaching begins.	Paid biweekly over 10 months of the student calendar. Will be prorated based on period of service during the school year.

## Voluntary Transfer to Lower Role Placement or Teaching position

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



Mission Vista Academy  
July 1 2020 - HST Teacher Table

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

Additional Pay Scale Levels

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

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

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

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

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

**Mission Vista Academy  
July 1, 2020 HQT Salary Table**

PAY SCALE GROUP	PAY SCALE LEVEL										
	1	2	3	4	5	6	7	8	9	10	
Points*											
A (Minimum)	\$58,240*	\$58,240**	\$58,250	\$58,250	\$58,250	\$58,250	\$58,250	\$58,250	\$58,250	\$58,250	\$58,250
B ( + 14 points)	\$58,240**	\$58,240**	\$58,250	\$58,250	\$58,250	\$58,250	\$58,250	\$58,250	\$58,250	\$58,250	\$63,750
C ( + 28 points)	\$58,250	\$58,250	\$58,250	\$58,250	\$58,250	\$58,250	\$58,250	\$58,250	\$63,110	\$66,250	\$68,750
D ( + 42 points)	\$58,250	\$58,250	\$58,250	\$58,250	\$58,250	\$58,250	\$58,250	\$62,350	\$65,500	\$68,750	\$71,250
E ( + 56 points)	\$58,250	\$58,250	\$58,250	\$58,250	\$58,250	\$58,250	\$61,550	\$65,625	\$67,850	\$71,250	\$73,750
F ( + 70 points)	\$58,250	\$58,250	\$58,250	\$58,250	\$58,250	\$60,650	\$63,700	\$66,900	\$70,225	\$73,750	\$76,250
G ( + 84 points)	\$58,250	\$58,250	\$58,250	\$58,250	\$59,750	\$62,725	\$65,850	\$69,125	\$72,600	\$76,250	\$78,750
H ( + 98 points)	\$58,250	\$58,250	\$58,250	\$58,750	\$61,650	\$64,750	\$68,000	\$71,400	\$75,000	\$78,750	\$82,500

**Additional Pay Scale Levels**

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

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

\*Annualized salary includes 191 work days. The 191 work days is a minimum number of work days, and team members may need to work additional days beyond the work calendar.

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

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

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

Mission Vista Academy  
July 1, 2020 - SPED Teacher Salary Table

PAY SCALE GROUP	PAY SCALE LEVEL									
	1	2	3	4	5	6	7	8	9	10
Points*										
A (Minimum)	\$58,240	\$58,240	\$59,950	\$59,950	\$59,950	\$59,950	\$59,950	\$59,950	\$59,950	\$59,950
B ( + 14 points)	\$58,240	\$58,860	\$59,950	\$59,950	\$59,950	\$59,950	\$59,950	\$59,950	\$59,950	\$65,945
C ( + 28 points)	\$59,950	\$59,950	\$59,950	\$59,950	\$59,950	\$59,950	\$59,950	\$59,950	\$65,247	\$68,670
D ( + 42 points)	\$59,950	\$59,950	\$59,950	\$59,950	\$59,950	\$59,950	\$64,419	\$67,853	\$71,395	
E ( + 56 points)	\$59,950	\$59,950	\$59,950	\$59,950	\$59,950	\$59,950	\$63,547	\$70,414	\$74,120	
F ( + 70 points)	\$59,950	\$59,950	\$59,950	\$59,950	\$59,950	\$62,566	\$65,891	\$73,003	\$76,845	
G ( + 84 points)	\$59,950	\$59,950	\$59,950	\$59,950	\$61,585	\$64,828	\$68,234	\$71,804	\$75,592	\$79,570
H ( + 98 points)	\$59,950	\$59,950	\$59,950	\$60,495	\$63,656	\$67,035	\$70,578	\$74,284	\$78,208	\$82,295

Additional Pay Scale Levels

	11	12	13	14
(continued)				
H ( + 98 points)	\$85,020	\$87,745	\$90,470	\$93,195
	H15	H20	H25	H30
	\$95,920	\$98,645	\$101,370	\$103,550

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

\*Annualized salary includes 191 work days. The 191 work days is a minimum number of work days, and team members may need to work additional days beyond the work calendar.

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

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

Mission Vista Academy  
July 1, 2020 Counselor Salary Table

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

Additional Pay Scale Levels

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

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

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

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

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

**Mission Vista Academy  
 Certificated Support  
 July 1, 2020  
 Salary Schedule**

**SCHOOL PSYCHOLOGIST AND PROGRAM SPECIALIST**

STEP	1-2	3-4	5-6	7-8	9-10	11-13+
Salary	81,088	84,088	88,293	92,709	97,342	102,209

**SPEECH/LANGUAGE PATHOLOGIST**

STEP	1-2	3-4	5-6	7-8	9-10	11-13+
Salary	74,146	78,049	82,157	86,481	91,033	95,585

**NURSE**

STEP	1-2	3-4	5-6	7-8	9-10	11-13+
Salary	70,512	74,038	77,340	81,227	85,288	89,552

**OCCUPATIONAL THERAPIST**

STEP	1-2	3-4	5-6	7-8	9-10	11-13+
Salary	70,688	74,387	78,302	82,423	86,761	91,327

NBC or Doctorate Differential is \$3000

\* Based on 201 work days. The 201 work days is a minimum number of work days, and team members may need to work additional days beyond the work calendar.

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

**Regional Coordinator Salary Schedule**

Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
\$80,000	\$82,000	\$84,000	\$86,000	\$88,000	\$90,000

RCs must hold a minimum of 16 students.

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

Annualized salary includes 201 work days, and team members may need to work additional days beyond the work calendar.

Annual salary advancements are not guaranteed and are subject to the charter's operational needs and/or budget approved the Charter Board.

**Admin Salary Schedule**

	Director Level 1	Director Level 2	Director Level 3	Assistant Director	HSSC
1	\$93,000	115,000	140,000	110,000	85,000
2	\$95,000	117,000	142,500	111,000	87,000
3	\$98,000	119,000	145,000	112,000	89,000
4	\$100,000	121,000	147,500	113,000	91,000
5	\$102,000	123,000	150,000	114,000	93,000
6	\$105,000	125,000	152,500	115,000	95,000
7	\$107,000	127,000	155,000	116,000	97,000
8	\$109,000	129,000	157,500	117,000	
9	\$111,000	131,000	160,000	118,000	
10	\$113,000	133,000	162,500	119,000	
11	\$115,000	135,000	165,000	120,000	
12	117,000	137,000	167,500	123,000	
13	119,000	139,000	170,000	125,000	
14	120,000	140,000	175,000	130,000	

Additional Supplement Bonus (“Supplement”):

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

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

## **Part-time Teachers:**

For all part-time teachers.

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

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

## **CLASSIFIED COMPENSATION**

### **Experience and Placement**

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



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

**Classified Pay Scale - 191**

	A	B	C	D	E	F	G	H	I	J	K	L
Office Tech 1	\$15.024	\$15.385	\$15.745	\$16.226	\$16.707	\$17.308	\$17.788	\$18.269	\$19.471	\$20.637	\$21.274	\$21.550
Office Tech 2	\$18.029	\$18.510	\$19.111	\$19.591	\$20.072	\$20.673	\$21.274	\$21.875	\$22.467	\$23.077	\$23.798	\$24.519

1. New classified team members will be placed on this salary schedule based on:
  - a. Experience in their field of expertise
  - b. Education level, Degrees or Certificates
  - c. Comparable Industry Standard Compensation
2. Annual salary advancements for longevity are not guaranteed and are subject to the school's operational needs and/or budget approved by the school Board.



### Classified Pay Scale - 225

	A	B	C	D	E	F	G	H	I	J	K	L
Office Tech 1	\$15.024	\$15.385	\$15.745	\$16.226	\$16.707	\$17.308	\$17.788	\$18.269	\$19.471	\$20.637	\$21.274	\$21.550
Office Tech 2	\$18.029	\$18.510	\$19.111	\$19.591	\$20.072	\$20.673	\$21.274	\$21.875	\$22.467	\$23.077	\$23.798	\$24.519
Office Tech 3	\$19.231	\$19.832	\$20.433	\$21.034	\$21.635	\$22.296	\$22.957	\$23.678	\$24.399	\$25.120	\$25.750	\$26.250
Office Tech 4	\$24.038	\$24.760	\$25.481	\$26.322	\$27.043	\$27.885	\$28.726	\$29.567	\$30.409	\$31.250	\$31.850	\$32.500

1. New classified team members will be placed on this salary schedule based on:
  - a. Experience in their field of expertise
  - b. Education level, Degrees or Certificates
  - c. Comparable Industry Standard Compensation
2. Annual salary advancements for longevity are not guaranteed and are subject to the school's operational needs and/or budget approved by the school Board.

### Role/Salary Placements

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

### Advancements on Pay Scale

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

### Lateral Transfer

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

### Partial Assignments

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

### Reassignments

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

- When an employee is reassigned for any reason to a position in a lower salary placement, the employee's salary will be lowered during the next payroll cycle, or when determined by the Senior Director to avoid disruption so long as it is not earlier than the next payroll period.

### **Rehires**

- A former employee who returns to a position similar to the role held prior to separation will be placed on the salary scale as follows:
  - The converted grade and step of individuals who separated employment will be identified for appropriate entry placement on the salary scale.
  - All applicable work experience earned outside of Mission Vista Academics, subsequent to separation, may be identified and used for credit as equivalent experience in accordance with the creditable years of service as described herein.

### **Experience – Nonexempt Employees**

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

### **Additional Supplement Bonus ("Supplement"):**

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

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

## **PAYROLL ADVANCE POLICY**

### **POLICY BRIEF AND PURPOSE**

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

### **SCOPE**

This policy applies to all employees, with the exception of the Senior Director and officers of Mission Vista Academy. In addition, temporary employees with contracts that are less than one year will not be eligible for Payroll Advances.

## **POLICY ELEMENTS**

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

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

## **CONDITIONS FOR REQUESTING A PAYROLL ADVANCE**

Employees can ask for a pay advance if they:

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

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

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

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

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

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

## **PAYROLL ADVANCE TERMS**

Subject to approval, the maximum advance pay may be up to \$5,000. If employees find themselves in need of more frequent or larger pay advances than they are allowed, they should

discuss the situation with their Senior Director. The Senior Director may decide to make exceptions on a case-by-case basis.

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

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

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

We will not charge any administrative fees or interest.

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

## **PAYROLL ADVANCE AGREEMENTS**

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

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

This procedure must be followed:

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

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

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

#### **NOTICE TO BOARD**

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

**MISSION VISTA ACADEMY**  
**Fiscal Policies and Procedures**

*Revised 7/30/2020*





# MISSION VISTA ACADEMY

## Fiscal Policies and Procedures

### OVERVIEW AND GENERAL BUSINESS POLICIES

The Board of Directors (“Board”) of Mission Vista Academy (the “School”) has reviewed and adopted the following fiscal policies and procedures to ensure the most effective use of the funds of the School to support the mission and to ensure that the funds are budgeted, accounted for, expended, and maintained appropriately.

1. The Board approves financial policies and procedures, delegate’s administration of the policies and procedures to the Senior Director and receives reports on operations and activities on a regular basis.
2. The Senior Director has responsibility for all operations and activities related to financial management. However, in the absence of the Senior Director, the Assistant Senior Director shall perform the Senior Director’s responsibilities described herein during the period of absence.
3. Financial duties and responsibilities must be appropriately segregated so that no one employee has sole control authorizing transactions, recording financial transactions and custody of assets.
4. The School will maintain in effect the following principles in its ongoing fiscal management practices to ensure that:
  - a. expenditures are authorized by and in accord with the Board-adopted budget,
  - b. the School’s funds are managed and held in a manner that provides a high degree of protection of the School’s assets, and
  - c. all transactions are recorded and documented in an appropriate manner.

### **Budget Development, Oversight Calendar and Responsibilities**

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

#### *Approximately January - April*

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

#### *Approximately May – June*

## **MISSION VISTA ACADEMY**

### **Fiscal Policies and Procedures**

Charter Impact and the Senior Director review revenue projections subsequent to the Governor's annual "May Revise" budget figures, and fine-tune the upcoming fiscal year budget to accommodate any changes. This budget will include monthly cash flow projections. The Board reviews and formally adopts a budget for upcoming fiscal year before July 1. A copy of the final budget is provided to the charter-granting agency and the County Superintendent of Schools.

#### *Approximately July – August*

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

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

#### *Approximately September – December*

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

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

The Board reviews a copy of the audit. The Senior Director addresses any audit exceptions or adverse findings pursuant to any procedures set forth in the School's charter. Once the Board approves the audit report, it is submitted to the charter-granting agency, the California State Controller, the County Superintendent of Schools, and the California Department of Education.

#### **Banking Arrangements**

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

#### **Authorized Signers**

## **MISSION VISTA ACADEMY**

### **Fiscal Policies and Procedures**

The Board authorizes the following School officials (each an “Authorized Signer”) to execute duly-approved contracts, purchases, and expenditures, and to endorse checks, drafts, and orders for the payment, withdrawal, or transfer of money in the name of and on behalf of the School: Board officers, Senior Director, and Assistant Senior Director.

#### **Record Keeping**

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

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

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

#### **Property Inventory**

The Senior Director shall establish and maintain an inventory of non-consumable goods and equipment worth over \$1,000 as determined by the Senior Director. This inventory must include the original purchase price and date, a brief description, serial numbers, and other information appropriate for documenting the School’s assets.

All non-consumable educational products and School property, including School technology, must be returned upon disenrollment or upon request by the Senior Director or Homeschool Teacher. Any unneeded property owned by the School may be sold or auctioned by the Senior Director or designee provided the Senior Director engages in due diligence to obtain a reasonable value for the School. The sale or auction of property owned by the School with a fair market value in excess of \$1,000 as determined by the Senior Director must be approved, in advance, by the Board. The School may also dispose of unneeded instructional materials in its possession that are usable for educational purposes by donation to a school district or other public agency, county free library, nonprofit charitable organization, or to children or adults in California. The Senior Director or designee(s) will immediately notify Charter Impact of all known cases of theft, loss, damage or destruction of assets worth over \$1,000 as determined by the Senior Director.

#### **Attendance Accounting**

The Senior Director will establish and maintain an appropriate attendance accounting system to record the number of days students are actually in attendance and engaged in the activities

## **MISSION VISTA ACADEMY**

### **Fiscal Policies and Procedures**

required of them by the School. The annual audit will review actual attendance accounting records and practices to ensure compliance. The attendance accounting practices will be in conformance with the Charter Schools Act and other applicable laws regarding Charter School Average Daily Attendance. Therefore:

1. ADA will be computed by dividing the actual number of days of student attendance by the number of calendar days of instruction by the School. The School may claim apportionment credit for independent study only to the extent of the time value of student work products, as personally judged in each instance by a certificated teacher.
2. The School's instructional calendar will include at least 175 days of instruction to avoid the fiscal penalty for providing fewer than 175 days of instruction. The calendar must also document that the School offers an amount of annual minutes of instruction or equivalent as required pursuant to applicable law.
3. Independent study must be pre-arranged by the student's adult guardian and the School and the adult guardian will be required to complete and submit documentation of engagement in instructional activity to the School on forms prepared by the School. As applicable, such independent study must be in full compliance with law governing independent study.

#### **Annual Financial Audit**

The Board is responsible for contracting with the School's independent auditors and providing oversight of the independent auditors in reviewing:

1. The School's system of internal controls, policies, and risk management;
2. The integrity of the School's financial statements; and
3. The School's compliance with legal and regulatory requirements and ethical standards.

The Board will review the scope and results of the audit and will receive notice of any consequential irregularities and management letter comments that the auditor noted during the audit. Additionally, the Board will develop a corrective action plan to address all relevant weaknesses noted by the auditor and review all financial information of the School.

The Audit must be completed, reviewed by the Board, and submitted to the charter-granting agency, the County Superintendent of Schools, the California State Controller, and the California Department of Education on or before December 15 of each year.

#### **Required Budget and Other Fiscal Reports**

## **MISSION VISTA ACADEMY**

### **Fiscal Policies and Procedures**

The Senior Director, working in conjunction with Charter Impact, will produce and submit to the charter granting agency any and all required fiscal reports as may be required by state or federal law, or mandated by the terms of the School's charter.

#### **Property and Liability Insurance**

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

#### **Board Without Compensation**

Board members incur ongoing expenses for equipment, internet services and software, as well as travel expenses, to prepare for and participate in meetings of the Board. Board members shall serve without compensation, but may be entitled to a stipend or reimbursement of actual and necessary expenses for an approved amount established by the Board. Expenses for equipment, internet services and software, as well as travel expenses necessary to attending Board meetings and meetings of Board committees need not be approved in advance by the Board. All other expenses shall be approved in advance by the Board. Board members shall use the School's official reimbursement or expense form and attach appropriate backup documentation (e.g. itemized receipt or invoice). In no event may reimbursements exceed actual expenses. If a Board member fails to submit appropriate backup documentation, the Board member may be personally responsible for the charge.

#### **Fundraising, Grant Solicitation, and Donation Recognition**

The Board must be informed of the award or receipt of any donated, grant, or categorical program funds, as well as any conditions, restrictions, or compliance requirements associated with the funds.

#### **Conflicts of Interest**

The School complies with all applicable laws regarding conflicts of interest and related party transactions, including, but not limited to, the California Corporations Code, the Political Reform Act, and Government Code section 1090.

## **MISSION VISTA ACADEMY**

### **Fiscal Policies and Procedures**

The School recognizes that it is important for Board members and key employees to understand the conflict of interest laws and rules that apply to the School, in order to identify and avoid conflicts of interest. The School Board and key staff shall receive annual mandatory training, to be conducted by a third party, on the applicable conflict of interest laws. Such training may be provided at the time the Board receives the mandatory Ralph M. Brown Act training required by the School's Charter, and may also cover specific topics including an overview of significant, applicable laws regarding the use of public funds, procedures for hiring, contractual arrangements, purchasing, bidding, and expenditure approvals that help to prevent conflicts of interest.

It is the policy of this School that all School officials, including Board members, officers, and employees, must not place themselves in any position where their private, personal interests may conflict with their official duties, or where they may directly or indirectly receive personal financial gain through direct or indirect personal influence. School decision-makers may not be personally nor financially interested in any contract made by them in their official capacity.

### **PROCUREMENT**

#### **Segregation of Duties and System**

Internal controls include the segregation of duties to establish necessary checks and balances so that one person is not handling a transaction from beginning to end. To ensure segregation of recording and approvals, the Business Office may not sign purchase orders.

The following functions will be segregated:

1. Initiating, authorizing or approving transactions.
2. Executing transactions.
3. Recording the transaction.
4. Reconciling the transaction.

The School maintains an approval system for all non-payroll expenditures. When a vendor requires a purchase order, the School will maintain a system for those purchase orders.

All transactions will be posted in an electronic general ledger maintained by Charter Impact.

#### **Procurement Objectives**

The Board is committed to safeguarding the School's funds and promoting transparency and accountability when it comes to the use of its funds. The purpose of this Procurement Policy is to ensure the School receives high quality and cost effective equipment, materials, supplies, and services in an efficient manner from reputable vendors. Although cost is an important factor, the

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School is not required to select the vendor with the lowest price. The School will not engage in any contracting or purchasing activities intended to circumvent the procedures described herein.

Consideration will be made of in-house capabilities to accomplish services before contracting for them. When approving contracts for the purchase of goods or services, the School must:

1. Determine if the expenditure is budgeted
2. Determine if funds are currently available for expenditures (i.e. cash flow)
3. Determine if the expenditure is allowable under the appropriate revenue source that will be used
4. Determine if the expenditure is appropriate and consistent with the School's goals, vision, approved charter, School policies and procedures, and any related laws or applicable regulations
5. Determine if the price is reasonable and prudent.

#### **Exceptions**

These procurement procedures apply to contracts for services, as well as School purchases. However, these procurement procedures do **not** apply to the following:

1. Employment contracts
2. Contracts for services provided directly to students, including, but not limited to, contracts for special education and disability-related services.
3. Contracts or purchases approved or mandated by the School's charter authorizer.
4. Publication and/or copyright materials purchased directly from the publisher or copyright holder.
5. Repairs and/or parts associated with repairs to equipment obtained from an "Authorized Dealer" (i.e., a dealer certified by the manufacturer to sell and/or perform maintenance on their equipment).
6. Catering, photography, audio/visual, or other services from a facility rented for a meeting or conference if the facility has a policy requiring use of their in-house services or services from a pre-determined list of vendors.
7. Contracts or purchases in an "emergency" situation. "Emergency" is defined as work stoppage, threat of financial loss, or other situations that impair the health, welfare, and safety of students, staff, or School property. These contracts/purchases must be accompanied by a memo noting the urgency of the contract/purchase, justification, and a cost and price analysis of the amount of the transaction, and must be approved by the Senior Director.
8. The purchase, sale, lease, or transfer of real property on behalf of the School.
9. A loan, line of credit, and other debt incurred on behalf of the School.

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10. Any contract or purchase in which other state or federal bidding or procurement laws apply, for example contracts for E-rate services. In such instances, the School shall adhere to all applicable state and federal bidding and procurement requirements.

#### **Approval Thresholds**

Except as otherwise provided in these policies, the Senior Director has authority to approve contracts for the purchase of School goods or services up to \$100,000 without Board approval, provided funds are authorized and available within the School's Board-adopted budget. Contracts for the purchase of goods or services in excess of \$100,000 must be submitted for Board approval.

Once a contract is appropriately approved by the Senior Director or Board, contracts may be executed by an Authorized Signer or other person specifically designated by the Board after the Board has duly approved the contract.

Notwithstanding the foregoing, any purchase, sale, lease, or transfer of real property on behalf of the School, regardless of the amount, must be approved by the Board, and will be evidenced by a written agreement identifying all the material terms and conditions of the transaction that is approved by the Board and signed by an Authorized Signer.

#### **Purchase and Contract Amounts**

*Purchase Amount:* For purposes of the approval threshold (i.e. whether a contract must be Board approved), the "total" for a one-time purchase includes all taxes, shipping charges, and fees. Sometimes, multiple one-time purchases are made from the same vendor over time. It is within the discretion of the Senior Director whether to aggregate such purchases, taking into account the objectives of this procurement policy.

*Fixed Price Contract Amount:* For purposes of the approval threshold, the "total" for a fixed price is the total amount to be paid under the contract (e.g., for a three-year contract for \$40,000/year, the total amount to be paid is \$120,000 so Board approval is required).

*Non-Fixed Price Contract Amount:* For contracts where the total amount to be paid cannot be determined upfront (e.g., contracts for certain ongoing services), the "total" for purposes of the approval threshold depends on, in the judgment of the Senior Director, how much the School reasonably expects to pay under the contract each fiscal year. For any such contract, if School ends up paying more than \$100,000 in a fiscal year, the contract shall be brought to the Board for ratification.

#### **Bidding**

Bids or estimates will be obtained by the School where required by law or otherwise deemed by the Senior Director to be appropriate and in the best interests of the School.



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## **Fiscal Policies and Procedures**

### **Documentation; Compliance**

Any individual making an authorized purchase on behalf of the School must provide the School with appropriate documentation of the purchase, including any documentation required to be retained under this policy. Individuals other than the Senior Director are not authorized to make purchases without pre-approval.

School staff and/or the back office will keep and maintain a contract file evidencing the bids or quotes obtained (if any) pursuant to the procurement process herein. Written contracts will be maintained.

If a contract service provider is a sole proprietor or a partnership (including LP and LLP), the Senior Director or designee will obtain a W-9 from the contract service provider prior to payment of invoices.

Contract service providers will be paid in accordance with approved contracts. The Senior Director will be responsible for ensuring the terms of the contracts are fulfilled.

### **Payment Authorization**

All original invoices will be sent to the Business Office for review and approval. The Business Office comprises of school staff on the Vendor, Enrichment, and Accounting Team who work together under the direction of the Senior Director to complete the processes delegated to the Business Office herein.

1. The Business Office will carefully review each invoice, attach all supporting documentation, and verify that the specified services and/or goods were received.
2. Invoice approval will be indicated by signature of the Senior Director or Business Office on an invoice, email, or other electronic documentation process. The invoice and supporting documentation will be sent to Charter Impact on at least a weekly basis
3. Charter Impact will process approved invoices with sufficient supporting documentation.
4. The Senior Director may authorize the Business Office or Charter Impact to pay invoices for recurring expenses (i.e. rent, utilities, software subscriptions, phone and internet, etc.) without the Senior Director's formal approval for each invoice (signature, email, or other process) when dollar amounts fall within a predetermined range.
  - a. A list of the vendors and the dollar range for each vendor must be provided to Charter Impact in writing and updated on an annual basis.

## **CREDIT CARDS, ACCOUNTS PAYABLE, AND BANK RECONCILIATIONS**

### **School Credit Cards**

## **MISSION VISTA ACADEMY**

### **Fiscal Policies and Procedures**

The Board recognizes the efficiency and convenience afforded the day-to-day operation of the School, for payments and recordkeeping for certain expenses, through the use of School credit cards. However, the Board recognizes the need to establish control measures for the use of these cards. The Board agrees that it has a responsibility to ensure that credit card expenses incurred by the School must clearly be linked to the business of the School. This policy addresses and establishes the proper use and assignment of School credit cards. Credit and debit cards should not be used to bypass established purchasing procedures, including advanced approval processes.

#### **Definitions**

Cardholder/User: The person for which the School credit card has been issued.

School credit card: The physical or virtual card and number associated with the card issued to the cardholder.

Administrator: The Business Office staff member assigned to establish or terminate Cardholder rights, reassign card limits, or change budget access.

#### **School Credit Card Users**

A list of those individuals issued a School credit card will be maintained by the Senior Director and the Business Office.

A Cardholder/User employee who is no longer employed by the School must return his or her School credit card upon termination or resignation to the Senior Director or Business Office.

Credit cards will be disabled immediately upon the termination or resignation of a Cardholder/User by the card Administrator. Accounting for credit cards and settlement of credit card billings must be part of the employee separation checklists.

#### **User Responsibilities**

Credit Cardholders/Users must take proper care of their School credit card(s) and take all reasonable precautions against damage, loss or theft by adherence to the following provisions:

1. All Cardholders/Users must keep secure and confidential all active School credit card numbers and information.
2. Cardholders/Users should not store sensitive active School credit card data, including full account number, type, expiration and track data, in any method, on personal computers or networks.
3. Cardholders/Users must not transmit in an insecure manner, such as by email, unsecured fax or via mail, School credit card information.

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4. Cardholders/Users must restrict access to active credit card data and processing to the Administrator or other authorized individuals.
5. Cardholders/Users must maintain active card information in a secure environment accessed only by the issued Cardholder/User.
6. Cardholders/Users must not be allowed to authorize payment of their own travel expenses. All travel expenses for any Cardholder/ User other than the Senior Director must be pre-approved by the Senior Director or designee, and the Senior Director's travel expenses shall be approved by a Board member.
7. Cardholders/Users are responsible for retaining detailed receipts and/or supplier documentation for all purchases made with their School credit card, without which the Cardholder/User is responsible for the purchase.
8. Cardholders/Users must submit detailed documentation, such as itemized detailed receipts and/or supplier documentation for services, supporting all purchases made on their School credit card, including travel and/or other actual and necessary expenses which have been incurred in connection with School-related business for which the School credit card has been used.
9. Failure to take proper care of School credit card(s) or failure to report damage, loss or theft may subject the Cardholder/User to financial liability and discipline.
10. If the Business Office identifies any inadvertent personal charges or unauthorized uses of the card, the card statement and all backup documentation will be forwarded to the Senior Director for review, or if such charges or uses are those of the Senior Director, to the Board Chairperson.
11. Purchases made using a credit or debit card are subject to the same approval thresholds and other procurement requirements as all other purchases.

#### **Credit Card Purchasing**

School credit cards may only be used for legitimate School business expenses and in accordance with relevant Board policies.

1. Credit cards must only be used for transactions for which payment of check disbursement is not accepted or is impractical, such as transactions that would cause undue hardship to the School or the Cardholder/User.
2. School credit card usage includes the following types of expenses:
  - a. School services, including catering or advertising.

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### **Fiscal Policies and Procedures**

- b. School supplies, including office supplies, educational supplies, and operation and maintenance supplies.
- c. Travel, including transportation services, airfare, car rental expenses, or payments to a travel agency.
- d. Payments to educational and charitable organizations, including Schools, colleges, vocational Schools and membership organizations.
- e. Educational conferences and seminars.
- f. Other expenses necessary for the education of students or for the continuous operations of the School as determined by the Senior Director.

#### **Credit Card Reconciliation**

1. A Cardholder/User will review the card statement to ensure it includes only their own approved charges.
2. The Business Office will verify that appropriate backup documentation has been provided for all charges on the card statement.
3. Any charges not made by the Cardholder/User will be identified and discussed with the Senior Director.
4. The Senior Director or designee will review charges and supporting documentation for each Cardholder/User's monthly statement before approving any payment.
5. For the Senior Director, the Board will review charges and supporting documentation.
6. All cardholders should report the loss or theft of their School credit or debit card immediately to the credit card company and the Administrator, even if the loss or theft occurs on a weekend or holiday. The Administrator will discuss any loss or theft with the Senior Director.

#### **Exclusions**

School credit cards must not be used for alcohol, cash advances, ATM, , money orders, jewelry or clothing, medical expenses, or payment of fines, auto tickets or penalties, bereavement or congratulatory related items like cards or flowers, unless prior written approval is received from the Senior Director, or in the case of the Senior Director, the Board Chairperson.

In no event shall a School credit card be used for a Cardholder/User's personal expenses.

#### **Employees' Personal Credit Cards**

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### **Fiscal Policies and Procedures**

Employees who use personal credit or debit cards to make unauthorized purchases will not be reimbursed. Authorized purchases for legitimate School business-related purchases will be reimbursed by a bank check upon receipt of appropriate documentation of the purchase in alignment with the School's policies for procurement, expenditures, and employee reimbursements.

#### **Accounts Payable Checks**

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

#### **Bank Reconciliations**

Bank reconciliations will be prepared and performed by Charter Impact for all of the School's bank account transactions on a monthly basis.

1. Charter Impact will maintain view-only online access to School bank accounts and download the monthly bank activity/statement directly from the bank.
2. Once the statement is received, Charter Impact will examine all paid checks for date, name, cancellation, and endorsement.
3. Any discrepancies regarding the paid checks or any checks over 90 days will be researched and if applicable deleted from the accounting system.
4. Charter Impact will compare the reconciled bank balance to the cash in the bank account and to the general ledger, immediately reporting any discrepancies to the Senior Director or designee.
5. The Senior Director or designee has the final review responsibilities to assure all procedures have been followed.

# MISSION VISTA ACADEMY

## Fiscal Policies and Procedures

### CASH RECEIPT MANAGEMENT

#### Cash Receipts Policies and Procedures

All departments receiving cash are designated as cash collection points. "Cash" may consist of currency, checks, money orders, credit card transactions, fed wires and electronic fund transfers.

#### Cash and Checks

All departments responsible for cash collection must maintain a clear separation of duties. An individual should not have responsibility for more than one of the cash handling components: receipt, deposit or reconciliation.

1. A secure area for processing and safeguarding funds received must be maintained and access restricted to authorized personnel.
2. Always issue a receipt in return for cash received from students, parents, or others. Be sure to include at a minimum: date cash received, amount received, purpose and initials/signature verification.
3. All cash collections require two signatures – the individual collecting and handling the money, and the individual recording the money.
  - a. Once verified, all cash will be immediately put into a lock box.
  - b. Under no circumstances will employees or students make disbursements from the un-deposited receipts. All cash or other receipts must be deposited with the bank, in total.
  - c. The lock box will be emptied at least two times per week, corresponding to days when deposits are made, unless deposit amounts total greater than \$6,000.
4. All checks should be made payable to Mission Vista Academy. Checks will be restrictively endorsed immediately upon receipt with "For Deposit Only" and placed in the lock box until they are ready to be deposited. Post-dated checks should not be accepted and will be returned to the check writer.
5. The Depositor (Executive Administrative Assistant) is responsible for making the deposit to the appropriate bank account.
  - a. Deposits totaling greater than \$6,000 must be deposited the next business day by the designated School employee. Un-deposited totals less than \$6,000 may be retained in the School's lock box until the next scheduled deposit made at least two times per week.
  - b. A deposit slip will be completed by the Business Office. The deposit slip will be duplicated and documentation for all receipts (copy of check, letter, etc.) will be attached to the duplicate deposit slip.

# **MISSION VISTA ACADEMY**

## **Fiscal Policies and Procedures**

### **Wire Transfers**

Only the Senior Director or designee is permitted to initiate an outgoing wire transfer. All outgoing wire transfers shall be performed in-person at the bank or using the bank's secure website, and should include the Senior Director or designee as the secondary approver. Outgoing wire transfers shall not be issued unless the secondary approver is in-person at the bank and approves the transfer or logs on to the bank's secure website and approves the transfer electronically.

### **Returned Checks**

The School should attempt to deposit returned checks a second time; if the check does not clear on the second attempt, the payment should be returned to the vendor and the general ledger account to which it was applied adjusted.

No check should be withheld from the deposit unless it is legally imperfect (i.e., no maker signature), in which case the Business Office should immediately contact the payer and discuss the best method to remedy the imperfect check. The School should never provide cash to any individual or organization in exchange for their personal checks.

### **Fundraising**

Each fundraising activity must be approved by the Senior Director or designee. In order to be approved, the individual planning the fundraiser must submit a proposal in advance of the event so that all fundraising efforts may be coordinated.

The Senior Director or designee must appoint a School official (the "Supervising Official") for all fundraisers where cash or checks will be collected.

1. The Supervising Official will be responsible for collecting and holding all cash and checks for the purpose of the fundraising activity.
2. The Supervising Official will record each transaction in a receipt book at the time the transaction is made, with a copy of the receipt provided to the donor.
  - a. The cash, checks, receipt book, and deposit summary must be given to the School's Business Office by the end of the next School business day after the fundraising event.
  - b. Both the Supervising Official and the Business Office will count the deposit and verify the amount of the funds in writing.
  - c. The Business Office will put the funds in a secure, locked location and follow the established cash handling procedures, detailed above.

## **PAYROLL**

# **MISSION VISTA ACADEMY**

## **Fiscal Policies and Procedures**

### **Payroll Services and Setup**

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

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

### **Stipends**

The Senior Director or designee will notify Charter Impact of all authorizations for approved stipends per the School's Compensation Policy.

### **Payroll Processing**

Payroll is processed within 10 days after the period in which it is earned for hourly employees. Hourly employees must submit signed time records within the School's time keeping system on a daily basis to verify appropriate hours worked, resolve absences, and monitor the number of hours worked. Hourly employees submit their time records to their immediate supervisor or the Senior Director for approval.

The designated School employee is responsible for providing Charter Impact with a Summary Report of timesheets processing.

Charter Impact will prepare the Payroll Master report based on the initial payroll summary report and provide it to the Senior Director or designee for review and approval.

Senior Director or designee is responsible for reviewing the Payroll Master and submitting it to Charter Impact for final processing and payment.

1. Payroll checks are direct-deposited or mailed via USPS first-class mail.

### **Payroll Taxes and Record Keeping**

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



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

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

1. The designated School employee will immediately notify the Senior Director or designee if an employee exceeds the accrued sick leave or vacation pay, or has any other unpaid absences.
2. The designated School employee will regularly reconcile sick leave and vacation pay accruals and use for all employees. The designated School employee will confirm the availability of accrued sick leave or vacation pay when approving and/or processing requests for paid time off.

#### **Expense Reports & Reimbursements**

Employees will be reimbursed, by a bank check, for legitimate and reasonable School--related purchases and expenses necessarily incurred in discharge of the employee's duties and in alignment with the School's procurement policies and policies for expenditures and employee reimbursements.

In order to be eligible for reimbursement employees must follow the procedures noted below:

1. Fill out, print, and sign the official School reimbursement or expense form within two (2) months of the expense.
2. Attach backup documentation ( i.e. itemized receipts, maps for mileage) to the form and make a copy of both the form and documentation for your personal records
3. Submit the signed form with all documentation ( i.e. receipts, maps to support mileage) to the employee's supervisor, Senior Director, or Assistant Senior Director and copy the Business Office on the email -- [accounting@missionvistaacademy.org](mailto:accounting@missionvistaacademy.org)
4. Employees will be reimbursed within fifteen (15) business days of the approval of the reimbursement or expense request.

Senior Director expense reports must be approved by the Assistant Senior Director or Assistant Director and must always be submitted to Charter Impact for processing and payment.

#### **Guidelines for Reimbursement**

##### **Purchases**

## **MISSION VISTA ACADEMY**

### **Fiscal Policies and Procedures**

Employee must receive pre-approval from their supervising Director, Assistant Senior Director, or Senior Director prior to any purchase of food, supplies, and/or equipment.

#### **Mileage**

Mileage will be reimbursed at the government-mandated rate for the distance traveled per the following guidelines:

1. Mileage will only be reimbursed if the one-way mileage exceeds 25 miles for the following Enrichment Positions: Enrichment Specialist
2. Mileage will only be reimbursed if the one-way mileage exceeds 25 miles for the following Special Educational positions: Psychologists, School Nurses, Speech Pathologists, and Occupational Therapists.
3. Mileage for all other employees will only be reimbursed if the one-way mileage exceeds 100 miles.

Employees must provide a copy of a map(s) along with their reimbursement request to document the one-way mileage.

#### **Travel**

The Senior Director or designee must pre-approve all out of town travel.

1. Hotels - Employees will be reimbursed for overnight stays at hotels/motels when the event is more than 150 miles from either the employee's residence or the School site, or at the pre-approval of the Senior Director or designee.
  - a. Hotel rates should be negotiated at the lowest level possible, including the corporate, nonprofit or government rate if offered, and the lowest rate available at the time.
2. Meals - Employees will be reimbursed for any breakfast, lunch, or dinner that is not included as part of the related event. Meal reimbursements cannot exceed the established federal per diem rate and will require receipts for documentation purposes.
  - a. Employees cannot be reimbursed for alcoholic beverages.
  - b. Employees will not be reimbursed for any hotel expenses of a personal nature (i.e., in-room movies or mini bar expenses).

#### **Gratuity**

Employees are allowed to tip up to 18% of the subtotal cost, rounded up to the nearest dollar, when gratuity is customary for an approved expense (such as meals or taxi fares). Any incremental excess is the responsibility of the employee.

**MISSION VISTA ACADEMY**  
**Fiscal Policies and Procedures**

**FINANCE AND FINANCIAL REPORTING**

**Financial Reporting**

Charter Impact maintains supporting records in sufficient detail to prepare the School's financial reports throughout the year, including:

1. Annually
  - a. Financial statements for audit
  - b. Annual budget
  - c. Unaudited Actuals
  - d. 990 Income Tax Returns
2. Monthly
  - a. Trial balance
  - b. Statement of Financial Position
  - c. Budget vs. Actual Report
  - d. Monthly Forecast (cash-flow projection)
  - e. Monthly Check Register
  - f. Accounts Payable Aging
3. Periodically
  - a. IRS Forms 941 and payroll tax returns
  - b. Comparable State taxing authority returns
  - c. First and Second Interim Reports
  - d. Other reports as requested

**Third Party Loans**

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

Once approved, a promissory note will be prepared and signed by an Authorized Signer before funds are borrowed.

**Fund Balance Reserve**

A fund balance reserve will be maintained in compliance with 5 CCR § 15450, the school's charter, and any agreements with the charter authorizer. Charter Impact will provide the Senior Director with a Statement of Financial Position on a monthly basis. It is the responsibility of the Senior Director and the Board to understand the School's financial situation. It is the responsibility of the Senior Director to prioritize payments as needed.

**MEMORANDUM OF UNDERSTANDING  
STORAGE AND USE OF EDUCATIONAL ITEMS IN SHARED STORAGE CENTER**

This Memorandum of Understanding for Storage and Use of Educational Items in Shared Center (“*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: Cabrillo Point Academy, Mission Vista Academy, and Pacific Coast Academy.

**WHEREAS**, Cabrillo Point Academy operates a public charter school named Cabrillo Point Academy, Mission Vista Academy operates a public charter school named Mission Vista Academy, Pacific Coast Academy operates a public charter school named Pacific Coast Academy (each a “*School*” or collectively the “*Schools*”);

**WHEREAS**, Schools are nonclassroom-based public charter schools using a similar 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**, Schools collaborate on certain services including procurement, storage, and monitoring of educational and curriculum items purchased through the online Enrichment Ordering System (“*EOS*”) on behalf of Schools to support each student’s court of study;

**WHEREAS**, Schools wish to accommodate students who transfer from one School to another while seeking continuity in their tailored educational program; and

**WHEREAS**, the Schools and their students would benefit from pooling their educational and curriculum items purchased through the EOS (“*Educational Items*”) in a shared storage center (“*Shared Center*”) so Schools can potentially reduce costs and provide students with continued access to resources as well as to a wider array of Educational Items.

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

**1. Common Storage of Educational Items at Shared Center:** The Parties agree that, whenever feasible, Educational Items purchased through the Enrichment Ordering System shall be stored in the Shared Center after no longer in use by the School student for whom the item was procured. The School that purchased an Educational Item is the owner and is responsible for recovering items from students and transferring the item to the Shared Center after scheduled use. The term “*Educational Items*” does not include consumable items (e.g., pencils, notebooks, etc.) that are no longer usable after a student’s initial use.

**2. Accessing Educational Items in Shared Center:** Students can make requests for Educational Items through the Enrichment Ordering System, subject to the approval of the School. The Enrichment Ordering System displays Educational Items currently stored and available in the Shared Center for borrowing, as well as Educational Items that may be purchased from an approved vendor. Each School is responsible for approving student requests through the Enrichment Ordering System. The Parties shall work together to determine whether items suitable for storage in the Shared Center, including sharing the responsibility to store and make available for distribution the Educational Items deposited by each Party and to return or dispose of Educational Items that are no longer usable or of educational value. The Parties acknowledge they shall seek to first return Educational Items to their respective Schools before discarding them.

**3. Monitoring Shared Center:** The Parties shall endeavor to deposit Educational Items acquired for the benefit of students who no longer need such items, or who have transferred to another school which is a Party to this Agreement as set forth in Section 5(c). The Parties acknowledge that they will track and monitor the Educational Items a student possesses, the School the student attends, and the School who owns the Educational Items. The Parties shall annually review the contents of the Shared Center and Enrichment Ordering System records regarding distribution and use of Shared Center materials. If a School does not contribute a substantially similar value of Educational Items to the Shared Center, the Parties shall meet to determine a remedy which may include, but shall not be limited to the School depositing additional educational resources to the Shared Center or transferring ownership to deposited items based on the value of such items, or paying a reasonable amount for the items utilized by its students to other Schools.

**4. Lost or Damaged Educational Items:** If a School's student loses, fails to return, or damages an Educational Item loaned from the Shared Center to another School so it cannot be used by another student, the borrowing School is responsible for the costs to replace the Educational Item or pay the lending school for the value of the lost item. Parties shall not be responsible to repair or replace Educational Items for damage caused by reasonable wear and tear or reduced in value due to depreciation.

**5. Students Transferring Between Schools:** If a student transfers between two Schools, the School the student is transferring from ("Former School") is responsible for ensuring the student returns the Educational Items for purposes of depositing the items in the Shared Center. If the student makes a request to the Former School and new school ("New School") to keep the Educational Items for his/her enrollment with the New School, the schools must pursue one of the following options:

a. If either the Former School and New School deny the student's request, the Former School shall ensure the student returns the Educational Items;

b. The New School and Former School may approve assigning the student's Educational Items in the Enrichment Ordering System as loaned to the New School. The New School must ensure the student's continued use of the Educational Items is aligned with the student's course of study and educational plan. If the New School approves the student's request because student's continued use of the Educational Items is aligned with student's course of study and educational plan, the Schools shall work together to assign the student's Educational Items in the Enrichment Ordering System as loaned to the New School. Both New and Former Schools must consent to this option. The School who owns the Educational Items retains ownership; or

c. New School purchases the Educational Items assigned to the student at a depreciated value taking into consideration the useful life remaining for the Educational Items. Assuming the School who owns the Educational Items agrees to the purchase, the Schools shall use an agreed-upon general schedule for depreciation to calculate the costs of Educational Items.

**6. Withdrawing Educational Items:** A Party may withdraw Educational Items from the Shared Center at its own cost, but such withdrawal may require a remedy as set forth in Section 3.

**7. Term, Termination, and Withdrawing Educational Items:**

a. **Term.** This MOU shall commence as of the Effective Date and will terminate on June 30, 2021. Following the initial term, this MOU will renew every year thereafter, for a successive one year term, unless either Party gives written notice of non-renewal by no later than March 1 of each year before the current term's end date. Termination by any Party(ies) shall not terminate the MOU as to any other Party.

b. ***Access to Educational Items after Termination.*** After the MOU is terminated with respect to a Party (“Terminated Party”), this Party is responsible for the costs associated with: (i) collecting Educational Items from the Shared Center that the Terminated Party purchased and deposited with the Shared Center; (ii) collecting Educational Items from its students owned by another Party and returning them to the Shared Center. The Terminated Party agrees that if termination occurs during the school year, the Terminated Party shall ask families to return Educational Items owned by the other Parties at the end of the school year or earlier, if no longer needed by the student using the items, to prevent the harmful disruption to their education progress, unless otherwise as may be required by law. The Terminated Party acknowledges the other Parties may not be able to return Terminated Party’s Educational Items on loan to their students to the Shared Center until the end of the school year.

**8. Amendments.** This MOU may be amended as follows:

a. ***Changes in the Law.*** In the event that any new enactment, repeal, or change of any federal, state, or local law, regulation, interpretation of law or regulation by an authorizer or regulator, or court or administrative decision or order materially affects the performance of any of the Parties in conformity with this MOU, the Parties shall promptly commence negotiations in good faith regarding a mutually agreeable approach (including without limitation, an amendment to the MOU) to address the changes. If, despite such good faith negotiations, the Parties are unable to agree upon an acceptable approach, the MOU shall terminate for all Parties without further obligation or liability among the Parties, upon any Party’s sixty (60) days’ written notice to the other Parties, or in such lesser time as is reasonable under the circumstances.

b. ***Mutual Agreement.*** The Parties may amend this MOU with mutual written consent of all Parties.

**9. Confidentiality.** Each Party acknowledges that during the term of this MOU, it may have access to certain Confidential Information of the other Party(ies), as defined below. Each Party shall maintain and enforce reasonable administrative, technical, and physical safeguards to reasonably protect the confidentiality of the other Parties’ Confidential Information.

a. ***“Confidential Information”*** means non-public information marked either “confidential” or “proprietary,” or that otherwise should be understood by a reasonable person to be confidential in nature. Confidential Information may include but is not limited to trade secrets, policies, procedures, student education records, intellectual property, business or strategic plans, contractual arrangements or negotiations, financial information and employee information. Confidential Information does not include any information which (i) is rightfully known to the recipient prior to its disclosure; (ii) is released to any other person or entity (including governmental agencies) without restriction; (iii) is independently developed by the recipient without use of or reliance on Confidential Information; (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 School under the California Public Records Act, or other similar form of process), the Party to which the request for disclosure is made shall (other than in connection with routine supervisory examinations by regulatory authorities with jurisdiction and without breaching any legal or regulatory requirement) provide the 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.

**10. 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, each Party shall be designated as having a legitimate educational interest in accessing the other Parties’ student education records, as that term is defined by and for purposes of FERPA, thereby allowing each Party to access personally identifiable information from student education records from the other Parties as part of performance under this MOU. 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. Each School shall not use or disclose pupil records, including PII, received from or on behalf of another School except as necessary with respect to the performance under this MOU, as required by law, or as otherwise authorized in writing by the applicable School. School shall protect the student education records it receives from or on behalf of another School no less rigorously than it protects its own student education records. In the event of an unauthorized disclosure of PII, a School shall notify the affected School(s) as soon as practicable, and shall, upon the affected School(s)’s request, notify affected parents, legal guardians and eligible pupils using reasonably available technological means such as electronic mail.

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

**12. 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.

**13. Dispute Resolution.** The Parties shall attempt to negotiate in good faith to resolve any dispute arising from or relating to this MOU before resorting to litigation.

**14. 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.

**15. Entire Agreement.** This MOU constitutes the entire agreement between the Parties with respect to the subject matter contained herein and supersedes all agreements, representations and understandings of the Parties with respect to such subject matter made or entered into prior to the date of this MOU.

**16. 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.

**17. Severability.** If any provision of this MOU is invalid or contravenes California law, such

provision shall be 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.

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

**19. 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.

**20. 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.

**21. 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 Party #1:* Cabrillo Point Academy  
ATTN: Senior Director  
13915 Danielson St. #103  
Poway, CA 92064  
Email [jennifer.lorge@cabrillopointacademy.org](mailto:jennifer.lorge@cabrillopointacademy.org)

*To Party #2:* Mission Vista Academy  
ATTN: Senior Director  
1440 Beaumont Avenue, Suite A2 #412  
Beaumont, CA 92223  
Email [amy.davis@missionvistaacademy.org](mailto:amy.davis@missionvistaacademy.org)

*To Party #3:* **Pacific Coast Academy**  
ATTN: Executive Director  
13915 Danielson St. #103  
Poway, CA 92064  
Email: [krystin.demofonte@pacificcoastacademy.org](mailto:krystin.demofonte@pacificcoastacademy.org)

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

Cabrillo Point Academy, a California nonprofit  
public benefit corporation

Mission Vista Academy, a California nonprofit public  
benefit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_



Pacific Coast Academy, a California nonprofit  
public benefit corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

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

**MEMORANDUM OF UNDERSTANDING  
FOR SHARED ADMINISTRATIVE SERVICES**

This Memorandum of Understanding for Shared Administrative Services (“**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: Mission Vista Academy, Pacific Coast Academy, and Cabrillo Point Academy.

**WHEREAS**, Mission Vista Academy operates a public charter school named Mission Vista Academy, Pacific Coast Academy operates a public school named Pacific Coast Academy, and Cabrillo Point Academy operates a public charter school named Cabrillo Point Academy (each a “**School**” or collectively the “**Schools**”);

**WHEREAS**, Schools are nonclassroom-based public charter schools using a similar 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**, the Schools’ respective education programs are structured to allow administrative staff to effectively support the Schools from remote locations;

**WHEREAS**, the Schools desire to coordinate with each other share certain administrative services and staff (“**Shared Personnel**”) because this will further the Schools’ shared goal to successfully implement their education programs in an efficient and cost effective manner;

**WHEREAS**, the Parties desire to hire Shared Personnel at the outset of the year where each School’s costs of such personnel align with the allocation of services each School will receive and the Parties affirm this results in an equitable allocation of fees for all Schools for the upcoming school year; and

**WHEREAS**, it is the intent of the Parties to enter into this MOU pursuant to which Schools will coordinate with each other to share administrative staff and functions according to the following terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual promises set forth in this MOU, the sufficiency of which is acknowledged, the Parties desire to, and hereby agree as follows:

**1. Shared Administrative Services.** During the term of this MOU, the Parties shall coordinate with each other for the Shared Personnel to perform the administrative services described in Attachment A (the “**Services**”) under the terms and conditions set forth herein. The Parties shall share the costs of employing the Shared Employees performing the Services (including total gross wages, retirement benefit system contributions, and employment taxes) (“**Shared Employee Cost**”) as set forth in Attachment A.

**2. Lessor and Lessee Schools.** The Parties acknowledge each School may both (i) employ an individual who will provide administrative Services to another School; and (ii) receive administrative 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 administrative Services and obligation to pay fees under this MOU shall be determined based upon their proportionate share using the formula 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.

**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 School shall pay the fees, calculated based on their Allocation, as set forth in Attachment A. The total cost shall be fixed as of July 1 for each year of this MOU and may thereafter be subject to change pursuant to the terms set forth in Attachment A. Any such changes, notating the effective date, shall be memorialized by the Parties in Attachment A, which may be updated as a matter of contract administration without the need for a formal amendment to this MOU.

**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. 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.

e. 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.

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

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

h. 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).

i. 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.

## **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.
- v. **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.
- vii. **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. Amendments.** This MOU may be amended as follows:

a. ***Changes in the Law.*** In the event that any new enactment, repeal, or change of any federal, state, or local law, regulation, interpretation of law or regulation by an authorizer or regulator, or court or administrative decision or order materially affects the performance of any of the Parties in conformity with this MOU, the Parties shall promptly commence negotiations in good faith regarding a mutually agreeable approach (including without limitation, an amendment to the MOU) to address the changes. If, despite such good faith negotiations, the Parties are unable to agree upon an acceptable approach, the MOU shall terminate for all Parties without further obligation or liability among the Parties, upon any Party's sixty (60) days' written notice to the other Parties, or in such lesser time as is reasonable under the circumstances.

b. ***Mutual Agreement.*** The Parties may amend this MOU with mutual written consent of all Parties.

**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, 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.** 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 the negligence or willful misconduct that Party, including its employees, officers directors and agents. Notwithstanding anything to the contrary, Lessor agrees to defend, indemnify and hold harmless Lessees, their employees, officers, directors, and agents, from and against any and all liability 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 laws for which Lessees may be liable as a joint employer with respect to any compensation due and owing to Shared Personnel for the performance of Services pursuant to this MOU.

**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 San Diego County 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 in the signature block.

**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. 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.

**23. 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.

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

**25. 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.

**26. 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.

Cabrillo Point Academy, a California nonprofit  
public benefit corporation

Pacific Coast Academy, a California nonprofit public  
benefit corporation

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

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

Address: \_\_\_\_\_  
\_\_\_\_\_  
Email: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
Email: \_\_\_\_\_

Mission Vista Academy, a California nonprofit  
public benefit corporation

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

Address: \_\_\_\_\_  
\_\_\_\_\_  
Email: \_\_\_\_\_

## **ATTACHMENT A**

### **SERVICES**

#### **Technology**

- Works collaboratively to act as a Technology Department; Offers help desk/tech support, devops, SPED technology support, set up and maintenance of all IT systems;
- Support includes managing intra-organizational communications (e.g., e-mail) and developing websites, web content, and web functionality for the Schools;
- Manages equipment inventory, procures, prepares and troubleshoots laptops, tablets, and other educational equipment, and coordinates with vendors for repair and support;
- Manages aspects of the School's network, including setup, connectivity, maintenance, troubleshooting, firewall, and updates; and
- Shared Personnel shall serve as liaison with third party vendors, monitor bandwidth usage, and filtering rules for websites; and Sets up mobile phones and computers for Schools.

#### **Enrichment**

- Process all enrichment product and service order requests;
- Reviews student information to ensure that Master Agreements are on file for each student before purchases are made;
- Carefully reviews orders to ensure that all purchases are approved by pertinent School officials (e.g., Homeschool Teachers) and that items fall within school enrichment purchasing guidelines;
- Works with School leadership and Enrichment Administrators/Director for additional approvals, as needed;
- Develops purchasing processes and procedures between Schools and vendors; Submits purchase orders and payments to vendors;
- Provides all receipt documentation for transactions and the enrichment ordering system;
- Provides information and support to Homeschool Teachers, parents, and vendors via telephone and email;
- Provides enrichment training and support to Homeschool Teachers, including weekly office hours, resources found in the Homeschool Teacher Handbook, and in-person/virtual training, as needed;
- Collects returned enrichment products back from families and Homeschool Teachers and marks them as returned on student accounts;
- Delivers returned items to shared storage center locations; Monitors withdrawal survey and provides lists of inventory to Homeschool teachers to collect back from families upon students' withdrawal;
- Sends written notice to families of overdue items; Sends second notices of overdue items to families when items continue to be unreturned, per School restitution policies; and
- When items remain outstanding, employees provide information to the Records Department, so that notes can be placed in student cumulative files, as needed.

### **Vendor Support**

- Process all vendor and SPED provider invoices; Compares invoices to what was approved by the Homeschool Teacher;
- Compares SPED invoices to what was approved and ensures students are offered the correct amount of services;
- Responds to vendor payment inquiries and helps vendors learn how to create invoices; Audits list of approved vendors;
- Maintains vendor compliance (documents and information);
- Manages vendor agreements (sending for signature and ensuring agreements are executed); and
- Helps vendors through the onboarding process.

### **Accounting/ Accounts Payable**

- Reviews and approves all invoices for the School's business expenses and ensures proper documentation is in place;
- Works with school leadership for secondary approval when required; Assist with vendor payment inquiries and may also assist the Vendor Department with Enrichment and SPED invoicing as needed;
- Verifies School purchases and generates purchase orders for all departments;
- Creates and maintains school accounts, including the provisioning of the School's Online Subscription Package (OSP) licenses for student use;
- Manages payments for school field trips and event activities, including testing;
- Oversees and audits student planning amounts and makes adjustments as needed.
- Manages all student order cancellations and/or adjustments;
- Reviews withdrawn student accounts and adjusts/removes remaining planning amounts as well as notifies vendors of the cessation of services and/or redirects shipments for product purchases for withdrawn students; and
- Shared employees will assist with all day-to-day Accounting team responsibilities.

### **Reporting and Database Administration**

- Monitors and maintains student and staff data for reporting to various local, state, and federal agencies including but not limited to CALPADS, CBEDS, FCMAT, Federal Civil Rights, CA Dept of Public Health throughout the year.
- Coordinates with all other departments to ensure the complete, accurate, timely collection, and reporting of mandatory information is maintained;
- Helps ensure compliance with all local, state, and federal rules and regulations concerning record collection and reporting;
- Works closely with the SPED department for coordinated CALPADS reporting;
- Supports and provides SIS extract reports needed by other departments and ad hoc projects;
- Provides training to staff, prepares and maintains reports for the purposes of complying with state mandated reporting requirements;
- Manages and monitors database user access and student and staff records for the purposes of assuring accuracy and identifying and resolving data errors as necessary;
- Assigns user access to SIS data areas based on position and job classification;

- Collaborates regularly with Human Resources and Reporting and Database staff to ensure all staff data is entered and maintained current in the SIS;
- Processes enrollment and withdrawal of students with IEPs by requesting electronic student records; and
- Aligns information within the student information system, CALPADS, and Special Education Information System (SEIS).

#### **Enrollment**

- Responds and initiates telephone calls and email messages regarding prospective enrollment and provides information concerning the programs offered, policies, and procedures;
- Performs technical and specialized functions in the processing of enrollment paperwork according to the enrollment guidelines for placement and accommodations;
- Tracks and records receipt of necessary enrollment documents and enrollment; and
- Assists School's enrollment processes in compliance with law and charters.

#### **Student Accountability**

- Reviews work record compliance (independent study requirements), attendance recording, enrollment documentation;
- Maintains data in School Pathways for students;
- Conducts internal audits of aforementioned data; and
- Provides documentation for independent study annual audit.

#### **Human Resources**

- Plans, organizes, and carries out human resource services and functions (e.g., job postings, interview support, employee review, payroll, etc.)
- Conducts recruitment, selection, and assignment;
- Monitors credential regulation compliance;
- Provides training and mentoring in the instructional program and school improvement processes to ensure quality teaching and learning;
- Assists employees with completion of documents and processes related to Human Resources;
- Maintains confidentiality of sensitive information and personnel records;
- The department monitors evaluation of personnel; and
- Coordinates actions and responses in cases of grievances, arbitration, discipline, and dismissal.

#### **Single-Subject Highly Qualified Teachers**

- Teachers are leased under this MOU pursuant to Education Code section 51749.5(a)(3);
- The department monitors evaluation of personnel;
- Coordinates actions and responses in cases of grievances, arbitration, discipline, and dismissal;

- Single-subject highly qualified teachers (HQTs) are content area specialists who provide students high-quality academic support;
- Provide the following: daily office hours, and individual appointments for student support, teachers provide live instruction two times per week for each course (totaling 10-12 hours) and hold daily office hours, identification of student weaknesses to target instruction in areas of need, one-week turnaround on grading assignments;
- Review test prep assignments and open exams when students are ready, maintain Edgenuity and Schoology platforms with up to date course assignments, grades, etc.; and
- Develop engaging and rigorous learning activities, collaborate weekly with teaching teams to discuss assessment, lesson planning, struggling students, etc., develop Common Assessments to identify common areas of need to support student success in standards and standardized assessments, and creation of Pacing and Curriculum Guides.

### **Student Services (504/SST)**

- Coordinates and monitors compliance SSTs and Section 504's and Title II of the ADA, as well as state civil rights requirements regarding discrimination and harassment based on disability;
- Oversees prevention efforts to avoid Section 504 and ADA violations from occurring;
- Investigates complaints alleging violations of Section 504/ADA, discrimination based on disability, and disability harassment; and
- Directs staff activities and complies with established financial, legal, and/or administrative requirements.

### **Interventions**

- Evaluates existing intervention curriculum, recommends initiation or modification of instructional practices and programs, and develops long and short-range plans to enhance student performance; and
- Monitors a variety of programs and processes (e.g., Assessment, Intervention, Professional Learning, English Language Learners (ELL)) to direct staff activities and comply with established financial, legal and/or administrative requirements.

### **Administration**

- Compiles and analyzes reports including pass rate reports, course reports, grade reports, credit reports, etc.;
- Manages high school catalog;
- Supports review of graduation plans;
- Collaborates with curriculum providers and supports family and HST curriculum choice.
- Manages UCOP, NHS, and College Board accounts for benefit of Schools and students;
- Develops CTE program options;
- Supports compliance and work sample requirements;
- Serves as liaison with CALPADs and SIS teams;
- Answers general questions in regards to high school courses, curriculum, policies and procedures;
- Develops training sessions focused on high school topics;

- Directs and manages the development of goals, plans, and implementation of accountability systems;
- This support includes management and development of tools designed to measure compliance, educational goals, and objectives; and  
Provides leadership in the reporting and publication of key performance indicators, provides school and student level data regarding academic progress, leads data analysis efforts, and provides professional development training on improving instruction, facilitating accreditation, and making data-informed decisions for students.

### Counseling

- The counseling team provides pre-, present, and post high school educational planning for students and families, as well as serves as a resource for HSTs and other staff;
- Counselors monitor graduation plans, ensuring requirements are met;
- Supports standardized testing (SAT, ACT, etc.), financial aid applications, and college planning;
- Supports concurrent enrollment by developing guides for college community colleges and reviewing/signing forms to allow students to take courses in accordance with School's charter petitions and applicable law;
- Works with enrollment, SAAs, records, and CALPADs to ensure student information is accurate;
- Monitors eligibility for awards such as the Seal of Biliteracy; and
- Monitors and supports graduation options.

### Records

- Process requests for transcripts, student grade records, course descriptions, and other information in accordance with applicable privacy laws (e.g., FERPA);
- Orders, validates and distributes transcripts according to requests; and
- Responds to inquiries by telephone or letter regarding academic standing, and/or transcript issues.

Each School's Shared Personnel provided below with designations for each service.

## SHARED PERSONNEL LIST

Shared Staff PCA			Shared Staff MVA			Shared Staff CPA		
1	SO4 Coordinator - Lead	Student Services (SO4/SST)	2	AP - Audit Specialist	Accounting	1	Director of Accounting	Accounting
3	Accounting Specialist	Accounting	1	AP Administrator	Accounting	1	AP Administrator	Accounting
1	AP Administrator	Accounting	1	CalPads Administrator	Reporting and Database Administration	2	AP - Audit Specialist	Accounting
1	CalPads Administrator	Reporting and Database Administration	1	Counselor	Counseling	2	School Accountability Assistant	SAA
1	Counselor	Counseling	1	DevOps 1	Technology	1	Director of IT	Technology
1	DevOps 1	Technology	1	Director of Curriculum	Administration	2	IT Support Specialist 3	Technology
1	Director of ChoicePlus Academy	Administration	1	Director of Enrichment Services	Enrichment	1	IT Administrator	Technology
1	Director of School Accountability	Administration	1	Director of High School	Administration	12	Highly Qualified Teacher	Highly Qualified Teachers
1	Enrichment Administrator	Enrichment	1	Director of School Accountability	Administration	1	Director of Intervention	Intervention
1	Enrichment Returns Specialist	Enrichment	1	Enrichment Administrator	Enrichment	2	Intervention Coordinator	Intervention
7	Enrichment Specialist	Enrichment	8	Enrichment Specialist	Enrichment	1	Student Support Coordinator	Student Services
3	Enrollment Specialist	Enrollment	2	Enrollment Specialist	Enrollment	1	Student Support Specialist	Student Services
1	Human Resources Specialist	Human Resources	1	Human Resources Specialist	Human Resources	2	Counselor	Counseling
8	Highly Qualified Teacher	Highly Qualified Teachers	1	Guidance Technician	Counseling	1	Guidance Tech	Counseling
4	Intervention Coordinator	Intervention	5	Highly Qualified Teacher	Highly Qualified Teachers	1	Director of Edgenuity	Administration
1	IT Admin. Asst. 1	Technology	1	Intervention Coordinator	Intervention	1	Testing Specialist	Administration
1	IT Administrator	Technology	1	IT Administrator	Technology	1	Director of HR	Human Resources
1	IT Support Specialist 2	Technology	1	IT Support Specialist 2	Technology	7	Enrichment Specialist	Enrichment
1	Records Specialist	Records	1	Program Specialist - GE	Student Services	1	Enrichment Administrator	Enrichment
3	School Accountability Assistant	SAA	1	Project Manager	Accounting	1	Vendor Administrator	Vendor
1	Speech Pathologist - GE	Intervention	1	Records Specialist	Records	5	Vendor Specialist	Vendor
1	Student Support Coordinator	Intervention	1	School Accountability Assistant	SAA	3	Enrollment Specialist	Enrollment
1	Vendor Administrator	Vendor	1	Student Information Coord.	Reporting and Database Administration	1	Student Information Coord	Reporting and Database Administration
1	Vendor Director	Vendor	1	SPED SEIS Coordinator	Reporting and Database Administration	1	Records Specialist	Records
7	Vendor Specialist	Vendor	1	Speech Pathologist -GE	Intervention			
1	Student Support Specialist	Student Services (SO4/SST)	1	Student Support Coordinator	Student Services			
1	Student Information Coordinator	Reporting and Database Administration	1	Student Support Specialist	Student Services			
			6	Vendor Specialist	Vendor			
			1	Vendors Administrator	Vendor			

### ALLOCATION OF SHARED PERSONNEL

Each School's Allocation is based on enrollment:

Party	ADA	Allocation
Cabrillo Point Academy	4500	.348 (35%)
Mission Vista Academy	3900	.302 (30%)
Pacific Coast Academy	4500	.348 (35%)

Each School is responsible for paying a percentage of the total Shared Personnel Costs based on the Allocation above.



The Schools determined the most equitable method to allocate fees for Services is ensuring each School contributes employees whose costs correlate to the Allocation percentage. The Schools acknowledge and agree there might be minor fluctuations in costs throughout the year, but approve of the cost allocation below because of the significant costs needed to determine any variations. The Allocation, annual cost, and schedule below shall be revisited annually. If all Parties mutually agree, the Parties may use invoices to address material fluctuations so each School contributes fees for Shared Personnel Costs pursuant to the Allocation.

Upon a Party's request, a Party shall provide documentation demonstrating the school is paying pursuant to the schedule below. As of **July 1, 2020**, the Shared Personnel Costs for FY20-21 are as follows based on the Allocation:

<b>Department</b>	<b>Cost PCA</b>	<b>Cost MVA</b>	<b>Cost CPA</b>
Tech	\$287,385.00	\$232,398.00	\$408,511.00
Enrichment	\$528,604.00	\$585,802.00	\$452,633.00
Vendors	\$595,901.00	\$369,485.00	\$343,026.00
Accounting	\$245,009.00	\$269,922.00	\$324,759.00
Reporting and Database Administration	\$143,966.00	\$207,801.00	\$57,258.00
Enrollment	\$150,674.00	\$97,232.00	\$151,655.00
SAA	\$145,669.00	\$97,123.00	\$167,680.00
Human Resources	\$77,841.00	\$78,722.00	\$162,466.00
HQT	\$657,098.00	\$404,489.00	\$958,666.00
Student Services (504/SST)	\$193,625.00	\$238,734.00	\$134,618.00
Interventions	\$460,524.00	\$264,540.00	\$304,529.00
Admin	\$310,806.00	\$430,857.00	\$208,269.00
Counseling Dept	\$91,892.00	\$168,093.00	\$221,038.00
Records	\$49,675.00	\$46,392.00	\$49,647.00
	<b>\$3,938,669.00</b>	<b>\$3,491,590.00</b>	<b>\$3,944,755.00</b>



# MISSION VISTA

— ACADEMY —

## EMPLOYEE HANDBOOK

~~2019-2020~~ 2020-2021

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## **SECTION 1 – WELCOME**

Welcome to Mission Vista Academy!

We are happy to have you join us at Mission Vista Academy (MVA 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 MVA, its personnel policies and procedures, and your benefits as a MVA 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 MVA guideline, practice, manual or rule may alter the “at-will” status of your relationship with MVA.

In order to retain necessary flexibility in the administration of its policies, procedures and benefits, MVA reserves the right to change, deviate from, eliminate, or revise the handbook, except for the at-will provisions, at any time, without notice, whenever MVA 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 MVA.

## **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 MVA.

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 MVA document confers any contractual right, either express or implied, to remain in MVA's 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 MVA or you may resign for any reason at any time.

No supervisor or other representative of MVA 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**

MVA 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 MVA 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, MVA 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 MVA strive to achieve the School-wide Learning Objectives (SLOs). Each year, MVA will assess student progress towards attainment of the SLOs and review and revise the SLOs, as necessary. MVA 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**

MVA is an equal opportunity employer. In accordance with applicable law, MVA 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, MVA 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. MVA 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, MVA 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 MVA.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, MVA 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 MVA. 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. MVA 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 MVA 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.

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

### Reporting

MVA 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, MVA 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. MVA 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. MVA is serious about enforcing its policy against harassment; however, MVA cannot resolve a harassment problem that it does not know about. Therefore, employees are responsible for bringing any such problems to MVA's 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.

MVA 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.

MVA's 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 MVA's 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, MVA will provide regular progress updates, as appropriate, to those directly involved. MVA 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.

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

Any conduct which MVA 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 MVA believes appropriate under the circumstances. Due to privacy protections, MVA 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. MVA 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 MVA 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

MVA 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 MVA 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, MVA 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 MVA 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 MVA's right to terminate at-will.

## OPEN COMMUNICATION POLICY

We want to hear from you. MVA 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. MVA 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. MVA 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

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

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

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

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

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

## PUBLIC RELATIONS

The success of a school depends upon the quality of the relationship among the school, its employees, students, parents and the general public. The public impression of MVA and its interest in our school will be formed in part, by MVA 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, MVA, and our school's services.

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

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

MVA 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 MVA policy, specifically the policies contained in MVA's Employee Handbook.

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

MVA 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 MVA 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 MVA's 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 MVA 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 MVA that do not primarily instruct students, nor require state certification, such maintenance, assistants and other operational employees. Full-time Classified employees are A-Basis (12 Months), B-Basis (11 Months), D-Basis (11 months) or C-Basis (10 Months) employees.

### **WORK SCHEDULES**

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

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

MVA 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

MVA’s workweek is from Sunday at 12:00 A.M. through the following Saturday at 11:59 P.M. MVA’s 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 MVA’s 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 MVA 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.

MVA 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 MVA's 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

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

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

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

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

### Meal Periods

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

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

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

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

### Rest Periods

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

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

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

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

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

If an employee voluntarily chooses to miss a meal or rest period or take a late, short, or interrupted meal period (e.g., I chose to take my lunch later in the day or I chose to refuse an “authorized” meal period at the time provided by MVA), 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 withdrawals 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 MVA 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

MVA 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, MVA 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, MVA 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

MVA 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 MVA 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 MVA's 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 MVA’s 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 MVA’s assistance, he or she is required to notify MVA 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 MVA.

## 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 MVA. 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 MVA 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 MVA's charter, and standards for teaching performance developed by the Principal, the MVA's Board of Directors, and/or other MVA staff.

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

MVA's 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 MVA's 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 MVA. Accordingly, either the employee or MVA 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, MVA 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.

#### Emergency Family and Medical Leave Expansion Act (“E-FMLA”)

In addition to other qualifying Family Care and Medical Leave identified herein, 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.

**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.

The previously described details relating to Family and Medical Leave Act apply to E-FMLA leave to the extent it is not inconsistent with E-FMLA. E-FMLA and FMLA run concurrently.

## 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

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

## JURY DUTY LEAVE

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

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

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

## TIME OFF TO VOTE

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

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

## SCHOOL ACTIVITIES LEAVE

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

The leave is subject to all of the following conditions:

- The time off for school activity participation cannot exceed eight (8) hours in any calendar month, or a total of forty (40) hours each year;
- Unless it is an emergency, employees planning to take time off for school visitations must provide as much advance notice as possible to their supervisor;
- If the School employs both parents, the first employee to request such leave will receive the time off. The other parent will receive the time off only if the leave is approved by his or her supervisor;



- Employees must use existing PTO in order to receive compensation for this time off;
- Employees who do not have paid time off available will take the time off without pay.
- Documentation of participation may be requested and will be sufficient if it is provided in writing by the school or the licensed child care/day care facility.

## SCHOOL APPEARANCE/SUSPENSION LEAVE

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

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

## CRIME VICTIM LEAVE

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

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

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

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

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

## DOMESTIC VIOLENCE LEAVE/SEXUAL ASSAULT LEAVE

If you are a victim of domestic violence, 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.

MVA 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 MVA for help or changes in the workplace to ensure safety at work.

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

## MILITARY LEAVE

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

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

## ADULT LITERACY LEAVE

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

## ORGAN DONOR / BONE MARROW DONOR LEAVE

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

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

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

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

## DRUG & ALCOHOL REHABILITATION LEAVE

MVA 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 MVA's right to discipline an employee, up to and including termination of employment, for violation of MVA's 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**

MVA 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 MVA 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). Once an employee's PTO balance reaches twenty (20) days (i.e., 160 hours), the employee stops receiving any additional PTO until PTO is used and the employee's balance falls below the 20-day cap. PTO days will not accumulate during any unpaid leave of absence.

The following terms also apply to PTO:

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

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

## SICK LEAVE

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

### Eligible Employees

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

### Permitted Use

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

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

### Allotment

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

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

### Limits on Use

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

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

### Notification

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

### Termination

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

### No Discrimination or Retaliation

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

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

In addition to the School’s PSL identified above, 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 individual 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 E-Sick Leave

Subject to the conditions and applicable limits, an employee may take E-FMLA or E-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 E-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.

## 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 MVA. 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 MVA. 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 MVA's 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 MVA group rates plus an administration fee. MVA or our carrier provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under MVA's 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.

MVA 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 MVA policy and applicable law.

MVA 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 MVA’s 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 MVA and have been provided for use in conducting MVA business. All communications and information transmitted by, received from, created, or stored in MVA’s Communication Systems are records and property of MVA. The Communication Systems are to be used for School purposes only. Employees may, however, use MVA 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 MVA business, and does not violate any MVA 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

MVA 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, MVA may exercise its right to monitor its Communications Systems for any reason and without the permission of any employee. Employee use of MVA’s 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 MVA’s Communication Systems is not assured. Use of passwords or other security measures does not in any way diminish MVA’s 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 MVA upon request for any reason that MVA, 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 MVA 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 MVA letterhead.

#### Offensive and Inappropriate Material

MVA's policy against discrimination and harassment, sexual or otherwise, applies fully to MVA's 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 MVA's computers. Employees encountering or receiving this kind of material should immediately report the incident to their Principal.

MVA may (but is not required) to use software to identify inappropriate or sexually explicit Internet sites. Such sites may be blocked from access by MVA 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 MVA's blocking software.

#### Solicitations

MVA's 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 MVA 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 MVA's "Confidential Information" policy, contained herein, for a general description of what MVA 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

MVA's 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 MVA 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 MVA, employees posting information must include a disclaimer in that information stating, "Views expressed by the author do not necessarily represent those of MVA."

### 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 MVA's 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 MVA's network.

Files obtained from sources outside MVA 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 MVA's computer network. Employees should never download files from the Internet, accept email attachments from outsiders, or use disks from non-MVA sources, without first scanning the material with MVA approved virus checking software. If you suspect that a virus has been introduced into MVA 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

MVA reserves the right to modify this policy at any time, with or without notice. MVA 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

MVA 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. MVA 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 MVA, 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 MVA. Unless given permission by your Principal, you are not authorized to speak on behalf of MVA or to represent that you do so. If you are developing a site or writing a blog that will mention MVA, 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 MVA. 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 MVA 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 MVA 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 MVA 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 MVA 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 MVA's social media policy will result in disciplinary action, up to, and including, immediate termination.

## EQUIPMENT POLICY

MVA 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 MVA 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, MVA 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 MVA.

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 MVA 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 MVA.

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. MVA must approve any postings prior to posting.

MVA 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 MVA 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 MVA 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 MVA board members, employees, individual consultants hired or retained by MVA, and School Services Providers hired or retained by MVA.

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

- (a) Family Members of MVA 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 MVA 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 MVA 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 MVA, and in the case of an organization shall mean be the responsible individual at such organization that provides school services to MVA.

### Procedures

When a Family Member of a current MVA 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 MVA’s best interests would be served otherwise.

When a Family Member of a current MVA board member, employee, individual consultant, or School Services Provider applies for a transfer to a new employment position within MVA, 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 MVA, 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, MVA 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 MVA. If a mutual agreement is unattainable, the Board will determine, in MVA’s 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 MVA's 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.

## BUILDING SECURITY/SCHOOL KEYS

All employees who are issued keys to any building or office are responsible for their safekeeping.

You will be assigned all appropriate building keys needed to conduct your daily job responsibilities. You are responsible for all keys. Duplication of any School key is not allowed and strictly prohibited. It is against School policy to loan or distribute your assigned keys to another employee or non-employee of the School. If your school keys are lost, misplaced, destroyed, or stolen, you must report it immediately to the Principal.

The last employee, or a designated employee, who leaves the office and /or the school site at the end of the business day assumes the responsibility to ensure that all doors are securely locked, the alarm system is armed, thermostats are set on appropriate evening and/or weekend setting, and all appliances and lights are turned off with exception of the lights normally left on for security purposes. Employees are not allowed on school property before or after hours without prior authorization.

## INTERNAL INVESTIGATIONS & SEARCHES

From time to time MVA may conduct internal investigations pertaining to security, auditing, or work-related matters. Employees are required to cooperate fully with and assist in these investigations if required to do so.

In MVA's discretion, employees' work areas (i.e. desks, file cabinets, lockers, etc.) may be subject to a search without notice. Employees are required to cooperate. Because even a routine search for MVA property might result in the discovery of an employee's personal possessions, all employees are encouraged to refrain from bringing into the workplace any item of personal property that they do not wish to reveal to MVA. MVA will generally try to obtain an employee's consent before conducting a search of work areas, but it may not always be able to do so. Employees have no expectation of privacy in their work areas.

## VIOLENCE IN THE WORKPLACE

MVA 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 MVA or which occur on MVA 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 MVA premises, regardless of the relationship between MVA and the parties involved

- All threats or acts of violence occurring off MVA premises involving someone who is acting in the capacity of a representative of MVA

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 MVA property
- Making harassing or threatening phone calls
- Harassing surveillance or stalking (following or watching someone)
- Unauthorized possession or inappropriate use of firearms or weapons

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

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

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



## SECTION 11 – STANDARDS OF CONDUCT

### PERSONAL STANDARDS

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

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

### TEACHER-STUDENT INTERACTIONS

#### Boundaries Defined

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

#### Acceptable and Unacceptable Behavior

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

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

#### Unacceptable Behaviors

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

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

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

#### Acceptable and Recommended Behaviors

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

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

### Reporting

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

### Investigating

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

### Consequences

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

## CUSTOMER & PUBLIC RELATIONS

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

## PROHIBITED CONDUCT

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

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

- Breaching confidentiality
- Making derogatory racial, ethnic, religious, or sexual remarks or gestures; any violation of the Harassment and/or Equal Employment Opportunity policy; or using profane or abusive language at any time on School premises or during working hours
- Violation of any safety, health, security, or School rule
- Negligence or other conduct leading to the endangerment of harm of a child or children
- Working overtime without authorization or refusing to work assigned overtime
- Unsatisfactory job performance
- Willfully or maliciously making false statements regarding any co-worker or submitting a complaint known to be false.

## CONFIDENTIAL INFORMATION

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

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

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

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

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

## CONFLICTS OF INTEREST

All employees must avoid situations that result in actual or even potential conflicts of interest. Personal, social, and economic relationships with competitors, suppliers, customers, parents, or

co-employees that may impair an employee's ability to exercise good judgment on behalf of the School or which give the appearance of such impairment create an actual or potential conflict of interest. For example, romantic or personal relationships between a supervisor and subordinate employee can lead to supervisory problems, claims of harassment, and morale problems.

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

MVA expects employees to devote their best efforts to the interests of our school. MVA 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 MVA 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 MVA 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 MVA's 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 MVA. 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 MVA's interests. In general, outside work activities are not allowed when they:

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

Your obligations to MVA must be given priority. Full time employees are hired and continue employment with the understanding that MVA 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 MVA 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 MVA. During working hours or on school premises, officers or employees shall not engage in political or religious activities, or recruit or solicit students or members of the public for political or religious activities.

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

1. It involves the use of MVA time, facilities, equipment, supplies, or the officer's or employee's position or influence with MVA, 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 MVA.
3. It involves the performance of an act as part of the outside activity that involves services performed for MVA.
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 MVA's 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 MVA, 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**

MVA will reimburse employees for certain reasonably necessary business expenses incurred in the furtherance of MVA 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 MVA that MVA 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. MVA 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 MVA in order to obtain funds or thing of value from MVA. For example, this policy prohibits an individual from utilizing his or her status as a parent or guardian to obtain a vendor contract with MVA 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 MVA, 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 MVA, resulting in the individual’s receipt of funds or thing of value from MVA.

### 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 MVA 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. This may include desks, storage areas and rooms normally used to store employees' personal property. 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.

## SECURITY

All employees are responsible for helping to maintain a secure workplace. Be aware of persons loitering for no apparent reason. All staff is expected to question any unknown person seen in the workplace who does not have a visitor's pass. If you are leaving late at night or are in any other situation that presents security concerns or where you do not feel comfortable, please seek the assistance of your Principal, other employees or call 911. Report any suspicious persons or activities to your Principal. Never attempt to force an individual to leave the workplace if s/he is uncooperative. Immediately contact your supervisor or school administrators for assistance or call 911. Secure your desk or work area at the end of the day or when called away from your work area for an extended length of time, and do not leave valuable and/or personal articles that may be accessible in or around your work area. Employees shall not use their cell phone or similar device to engage in any form of audio or video recording on school property without the prior written approval of the Principal and the written consent of the individual being recorded. Please report any problems with our security systems to your Principal.

## PARKED VEHICLES

Employees are responsible for their own parked vehicles and the personal possessions within while parked on MVA 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

MVA 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 MVA's premises, including the parking area, or away from school property while on school business MVA employees are prohibited from using personal property for work-related purposes unless approved in advance by the Principal.

## SAFETY POLICY

MVA 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.

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

## ERGONOMICS

MVA 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**

MVA 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 MVA; (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 MVA for three consecutive work days. MVA requests that employees provide at least two weeks written notice of a voluntary termination. All MVA property must be returned immediately upon terminating employment. MVA 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 MVA's Rules of Conduct as set forth herein. Notwithstanding the foregoing, or anything else contained in this handbook, MVA 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 MVA may be asked to take part in an exit interview with their supervisor to communicate their challenges and growth while employed at MVA. 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, MVA will disclose only the dates of employment and the title of the last position held. MVA will verify or disclose additional information about the employee only if the employee provides written authorization for MVA to provide the information. However, MVA will provide information about current or former employees as required by law or court order. MVA 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 Mission Vista Academy's ("MVA") 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 MVA's 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 MVA's policies.

In particular, I have read and understand MVA's 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 MVA at any time, MVA, 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 MVA 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 MVA, 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 MVA and me regarding this subject. All prior or contemporaneous inconsistent agreements are superseded. If I have an individually negotiated written employment agreement with MVA, then the terms and conditions of that agreement will prevail to the extent it differs from the policies in this Handbook.

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

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

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

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

# **MVA PARENT/STUDENT HANDBOOK**

**2020-2021**



**MISSION VISTA ACADEMY  
1440 BEAUMONT AVENUE, SUITE A2 #412  
BEAUMONT, CA 92223  
PH (951) 395-8943 | FAX (626) 932-8094**

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## **Mission Vista Academy Mission and Vision Statement**

### **Mission Statement**

Mission Vista Academy provides a flexible personalized learning experience, empowering families to tailor a program designed around the specific needs of each student. In collaboration with highly qualified credentialed teachers, students engage in diverse and dynamic learning pathways and unparalleled enrichment opportunities to achieve personal and academic success.

### **Vision Statement**

Mission Vista Academy develops the individual gifts of students to become critical thinkers, responsible citizens, and innovative leaders prepared for academic and real life success in the 21st century.

## **Description of the Program**

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

Our programs provide students with many opportunities:

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

## **Schoolwide Learner Outcomes (SLOs)**

At MVA, we have goals for our students. They are known as our Schoolwide Learner Outcomes, and they represent what students at Mission Vista Academy engage in and strive to achieve when they work through our program. The SLOs are a part of our school culture, and they reflect our school vision, the College and Career Readiness standards, the education of the whole child, and the values of our homeschool community. Teachers, students, and parents partner together throughout the year to review and reflect on student progress of the SLOs. SLOs are also an important part of the WASC process as they demonstrate our school's commitment to support student learning.

Mission Vista Academy's Students are:

***Navigators of the Digital World*** - Navigators of the digital world who are proficient in the use of technology, media, and online resources.

***Self-Directed*** - Self-directed and motivated students who are able to set attainable goals to achieve academic success.

***Personalized Learners*** - Personalized learners who are able to thrive in the style of education that best fits their individual needs.

***Independent Critical Thinkers*** - Independent critical thinkers who have the ability to problem solve, take ownership, and apply their knowledge to a variety of problems.

***Responsible Citizens*** - Responsible citizens who demonstrate integrity and respect while actively seeking knowledge of local and global issues.

***Effective Communicators*** - Effective communicators who can thoughtfully articulate their thinking with confidence while collaborating with peers.

## WASC Accreditation

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

When a school becomes accredited, it:

- Certifies to the public that the school is a trustworthy institution of learning.
- Validates the integrity of a school's program and student transcripts.
- Fosters improvement of the school's program and operations to support student learning.

- Assures a school community that the school's purposes are appropriate and being accomplished through a viable educational program.
- WASC accreditation is important because the military often requires applicants to be from accredited schools and many school districts and universities will only accept credits from WASC accredited schools.
- Allows high school students' courses, grades, and units to be accepted at more colleges and universities after graduation.

## Admissions, Registration, & Intake

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

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

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

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

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

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

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

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

Agreement is signed and returned.

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

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

## The Parent/Guardian's Role

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

## Student Behavioral Expectations

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

- Online classroom sessions
- Public libraries, coffee shops, parks, community sites
- Vendor locations
- Mission Vista Academy sponsored field trips, workshops, and social events

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

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

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

## Consequences

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

## School Calendar

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



# 2020-2021 School Calendar

Date	Event or Holiday
Aug 17	First Day of School
Sep 07	Labor Day
Nov 11	Veterans Day
Nov 23-27	Thanksgiving Break
Dec 21-Jan 1	Winter Break
Jan 08	Last Day of First Semester
Jan 11	Beginning of Second Semester
Jan 18	Martin Luther King Jr. Day
Feb 15	Washington's Birthday
Feb 16	Lincoln's Birthday
Feb 17-19	School Recess
Apr 02	School Recess
Apr 16-23	Spring Break
May 28	Last Day of School

## Curriculum Choices & Learning Paths

Mission Vista Academy's academic program is designed to be extremely flexible and customizable. Working together, credentialed teachers and parents design a learning plan that can incorporate:

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

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

Mission Vista Academy Charter Schools' curricula include learning paths and platforms designed to address the needs of all students including:

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

## Objectionable Materials

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

## Curriculum: Transitional Kindergarten - 8<sup>th</sup> Grade



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

#### **Transitional Kindergarten: EMBARK (K12)**

- **Newly updated delivery platform, same great content**
- Designed to help preschoolers from ages 4-5 prepare for Kindergarten
- Online and offline lesson delivery
- Thematic units include Math, ELA, Science, Social Studies, Art, and Music
- Engaging, research-based curriculum with kits of learning materials

#### **Kindergarten through 5<sup>th</sup> grade: K12**

- (Middle School courses now available through FuelEd - see below)
- Language Arts, Math, Science and History bundle
- Online and offline lesson delivery with course material kits for core subjects
- Combines multimedia with comprehensive hands-on activities

#### **Kindergarten through 5<sup>th</sup> grade: Calvert Learning by Edmentum**

- **Instructional Services** (grading & feedback) may be added. Curriculum built with over 100 years of homeschool education experience
- All lessons are Project-Based and follow the PLUS model: Project, Learn, Use, Show
- Teacher Tips available for each lesson for both parent and teacher accounts
- Teacher will have some grading and feedback to provide students
- \*Some History courses may not fully align to CA History Standards
- [Intro Video](#), [Material List](#), and [Course Catalog](#) (4 core, plus PE & Health (K-1) or Art (2-5))

#### **Transitional Kindergarten through 8<sup>th</sup> grade: Lincoln Empowered**

- **Instructional Services** may be added to the above courses for Teacher Facilitator Updated thematic units incorporated into Math, Science, Reading, Writing, and Social Studies
- Combines multimedia with comprehensive hands-on kits with learning materials and activities
- Online and offline lesson delivery with live videos from teachers (recorded live)
- [General Information](#) and [Elementary Information](#)

#### **Kindergarten through 8<sup>th</sup> grade: Acellus**

- Language Arts, Math, Science, History, World Language, Honors courses, and electives
- HST-supported, HST can customize based on student needs
- HST-assigned assignments and assessments include written responses
- Students in all grade levels must use the I Can statements (TK-8) or curriculum maps to ensure proficiency in all standards that are missed.

#### **Transitional Kindergarten through 8<sup>th</sup> grade: McGraw Hill**

- **TK Kit:** My Math Pre-K, World of Wonders Reading Pre-K
- **K-5 Kit:** My Math, CA Reading Wonders, Inspire Science\* (NEW), Impact Social Studies\* (NEW)
- **6-8 Kit:** CA MS Math, ELA – StudySync, Inspire Science\* (NEW), Social Studies Networks
  - Find info about the above programs and books included in the bundle [here](#)

- **\*Materials all updated to align with Common Core, NGSS, and CA State Standards**
- Designated EL Option available to supplement Core ELA for K-5
- **Student Bundles below include books plus online access, TE is Online Teacher's Books in above bundles are available while supplies last**
- [General information](#)

#### Kindergarten through 7<sup>th</sup> grade: **Redbird (Math and ELA/Writing)**

- Developed by Stanford University
- [Math](#) for Grades K-7, [ELA/Writing](#) for Grades 2-7
- Individualized Assessment and Learning
- Adaptive instruction, gamification, and digital project-based learning
- Provide students with a richly personalized path through the curriculum

#### 3<sup>rd</sup> grade through 8<sup>th</sup> grade: **ALEKS (Math)**

- Individualized Assessment and Learning for [Grades 3-12](#)
- Adaptive Environment Avoids Multiple-Choice Questions
- Detailed Progress Monitoring on Student Mastery of [Common Core and State Standards](#)
- Fully Bilingual Courses Available in English and Spanish
- [QuickTables](#) - Math Fact Mastery Program (included w/Math 3, 4 & 5; add to any course)

#### 3<sup>rd</sup> grade through 8<sup>th</sup> grade: **Odysseyware**

- **Odysseyware Academy (OWA) Courses**, w/OWA instructors -
- Language Arts, Math, Science and History
- Assessments include written responses
- All lessons are online with optional, hands-on activities included
- Customizable courses to fit student's needs with pretesting option available
- SPARK Courses available for remediation on content from K-12 grade
- [Student Account Intro](#)
- [Lesson Example & Features](#) - Advance to 28:20 for the student view and lesson demo

#### 6<sup>th</sup> grade through 8<sup>th</sup> Grade\*: **ChoicePlus Bridge** powered by Bridgeway

- **\*Updated to include 7th and 8th grade options.**
- All courses taught by Bridgeway Academy certified content expert instructor
- Each course has one live online class each week (60-90 min class)
- Only 25 students per online class with flexible scheduling
- Instructor support includes weekly office hours, grading and community building
- Parent will grade some supportive assignments (answer keys provided)
- Rigorous and engaging curriculum that is aligned to Common Core State Standards
- Exclusive Inspire program info - [General Information](#), [Supply List](#), and [20-21 Class Schedule](#)

#### 7<sup>th</sup> through 8<sup>th</sup> Grade: **ChoicePlus Academy**

- Check our the [MVA Catalog](#) for additional information and schedule of classes
- All courses taught by Highly-Qualified Content Teacher
- Each course has two live-online classes each week (60 min class)
- Fully online core content from McGraw-Hill provided with the courses
- Teachers provide support through weekly office hours, grading and feedback
- Fully aligned to California and Common Core State Standards (CCSS) and

## Next Generation Science Standards (NGSS)

### 6<sup>th</sup> through 8<sup>th</sup> grade: **Edmentum EdOptions Academy**

- All courses taught by Edmentum state-certified instructors
- Each course has one live online class each week (students do not sign up for a specific day/time, recording available if missed)
- Weekly office hours with instructor, plus content specialist support 5-days a week
- Research-based and engaging curriculum aligned to Common Core State Standards (CCSS) and Next Generation Science Standards (NGSS)
- Short instructional videos throughout, max length is 2 minutes 30 seconds
- Multiple modes of learning incorporated
- [General Information](#)

### 6<sup>th</sup> grade through 8<sup>th</sup> grade: **Edgenuity**

- Fully web-based interactive curriculum with pretesting option available
- Rigorous and engaging curriculum aligned with Common Core and California State Standards and Next Generation Science Standards
- Direct-instruction videos from expert teachers with multimedia & interactive learning tools
- Online platform provides a built-in “text-to-speech” in many different languages
- California A-G curriculum available to meet UC standards and grad requirements for High School
- [General Information](#)

### 6<sup>th</sup> grade through 8<sup>th</sup> grade: **StrongMind Digital Learning**

- 100% online, award-winning curriculum engages students with multimedia, gaming, and interactive learning tools and resources
- Rigorous, research-based curriculum that is aligned with Common Core and California State Standards and Next Generation Science Standards
- A [Parent/Student Portal](#) facilitates communication and provides feedback on progress
- Asynchronous student collaboration allows for flexible schedule to accommodate outside needs
- Direct-instruction videos from expert teachers w/multimedia & interactive learning tools
- Online platform provides a built-in “text-to-speech” plus teacher resource guides available
- [General Information](#) and [20/21 StrongMind Catalog](#)

### 6<sup>th</sup> through 8<sup>th</sup> grade: **FuelEd**

- Fully web-based interactive curriculum
- **FuelEd Instructors** are available to be added
- Rigorous and engaging curriculum aligned with Common Core and California State Standards and Next Generation Science Standards
- Mobile compatibility
- [General Information](#) and [20/21 Course Catalog](#)

### Transitional Kindergarten through 12<sup>th</sup> grade: **ChoicePlus**

Within the ChoicePlus option, families are welcome to choose their favorite secular curriculum. We have a variety of vendors to choose from and curriculum costs vary based on which homeschool curriculum each family requests to purchase. Some popular homeschool curriculum vendors that our families use, but are not limited to are:

- [Rainbow Resource](#)
- [Homeschool Buyers CoOp](#)

- [Timberdoodle \(Secular\)](#)
- [Bridgeway Grade Level Kits](#)
- [BookShark](#)
- [BYU High School Suite](#)
- [G3](#)

If you need more options or help choosing a curriculum, we are happy to assist you. Please reach out to your homeschool teacher (HST).

## Curriculum: High School

MVA offers an Individualized Graduation Plan (IGP) for all high school students. Upon enrollment, students will discuss and create an IGP with their Homeschool teacher or a High School Counselor, based on the student’s short and long-term academic goals. MVA provides high school students with various homeschool curricula and vendor options, including college prep, “a-g,” and AP courses. Students have the freedom to choose courses in:

**Ultimate HQT Bundle:** Students may take unlimited courses from ChoicePlus Academy, Edgenuity (HQT-led), and McGraw Hill (HQT-led) Textbook Program as a bundle program.

### ChoicePlus Academy Courses:

NCAA Approved

- California A-G curriculum
- Highly-Qualified Content Teacher Support
- Meets high school graduation requirements
- Aligned to Common Core and California State Standards and Next Generation Science Standards

### Edgenuity (HQT-led)

NCAA Approved

- California A-G curriculum
- Web-based interactive curriculum
- Meets high school graduation requirements
- Aligned to Common Core and California State Standards and Next Generation Science Standards
- Direct-instruction videos from expert teachers with multimedia & interactive learning tools
- Online platform providing built-in “text-to-speech” in many different languages
- [General Information](#)
- A la carte HQT-led courses

### ChoicePlus McGraw Hill (HST managed)

California A-G through the use of ICS Course Outlines and weekly access to an HQT

- Pacing guides and rubrics available
- HST supported

### [Edmentum EdOptions Academy](#)

NCAA/UC Approved

- Fully web-based interactive curriculum
- Meets high school graduation requirements

- Aligned to Common Core and California State Standards and Next Generation Science Standards
- Mobile compatibility

### **FuelEducation (HST-managed with FuelEd. instructor)**

California A-G curriculum

- Fully web-based interactive curriculum
- Meets high school graduation requirements
- Aligned to Common Core and California State Standards and Next Generation Science Standard
- Mobile compatibility
- [General Information](#) & [20/21 Course Catalog](#)

### **StrongMind Digital Learning**

- 100% online, award-winning curriculum engages students with multimedia, gaming, and interactive learning tools and resources
- California A-G curriculum
- Meets high school graduation requirements
- Aligned to Common Core and California State Standards and Next Generation Science Standard
- A [Parent/Student Portal](#) facilitates communication and provides feedback on progress
- Asynchronous student collaboration allows for a flexible schedule to accommodate outside needs
- Direct-instruction videos from expert teachers w/multimedia & interactive learning tools
- Curated, moderated courses are taught by live, credentialed, subject matter experts from StrongMind that your student has access to every school day
- Integrated, computer-graded assessments arm teachers with “real time” data
- Online platform with built in “text-to-speech”
- [General Information](#) and [20/21 StrongMind Catalog](#)

### **ALEKS**

- Individualized Assessment and Learning for [Grade Levels 3-12](#)
- Adaptive Environment Avoids Multiple-Choice Questions
- Detailed Progress Monitoring on Student Mastery of [Common Core and State Standards](#)
- Fully Bilingual Courses Available in English and Spanish
- [QuickTables](#) (additional cost) - Math Fact Mastery Program

### **Odysseyware (HST managed)**

- HST-supported
- California A-G curriculum
- Meets high school graduation requirements
- Assessments include written responses
- All lessons are online with optional, hands-on activities included
- Customizable courses to fit student’s needs
- Translation tools and text-to-speech audio supports
- [Parent Information & General Overview](#)
- [More Features Specifically for Students](#)
- [Lesson Example & Features](#) - Advance to 28:20 for the student view and lesson demo

### **ChoicePlus**

Families are welcome to choose their favorite curriculum, either through School-Adopted curriculum options or textbook, online, and learning center vendors of choice. Curriculum costs vary and options are ordered through Vendor Lobby if not listed on the Curriculum Survey. If you need help choosing a curriculum that fits your child's needs, please first reach out to your homeschool teacher (HST).

For further guidance and help with high school options, please contact your HSSC.

### **Acellus**

- Language Arts, Math, Science, History, World Language, and electives
- HST-supported- with a GoldKey, HST can customize based on student needs
- HST-assigned assignments and assessments include written responses
- Students in all grade levels must use the I Can statements (TK-8) or curriculum maps to ensure proficiency in all standards that are missed. All HS core courses (or courses where an outline is available) must be completed in conjunction with the MVA Course Outlines, following all guidelines. Please ask your HST for any help or questions.

### **Curriculum Department Return Policy**

McGraw Hill Textbooks - the refund start date is the date books were shipped to the student

All other in-house, COS-ordered curriculum (including McGraw Hill)

- 0 - 14 days = 100% refund
- 15+ days = No refunds

\*All textbooks and novels ordered through the curriculum department are meant to be returned upon completion of a course. The curriculum department will email return labels to the family at the end of the semester-long course or school year. There is a \$100 textbook deposit held upon the first time a textbook is ordered, up to 6 courses.

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

## **Graduation Requirements**

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

College admission requirements will vary from school to school; it is recommended that students check admission requirements before applying to their college of choice. Students can always reach out to their Mission Vista Academy Counselor if they have questions about graduation requirements or the college admission process.

Subject Area	Graduation Requirements	Total Credits
Social Studies	6 semester courses <i>(Must include 1 year of US History, 1 year World History, 1 semester of Government, and 1 semester of Economics)</i>	30
English	8 semester courses	40
Math	4 semester courses <i>(Algebra 1 must be completed)</i>	20
Science	4 semester courses <i>(Must include 1 year of Physical Science and 1 year of Biological Science)</i>	20
Visual & Performing Arts	2 semester courses	10
World Language		
Physical Education	4 semester courses	20
Electives	12 semester courses	60
<b>Total =</b>		<b>200 Credits</b>

\* Please note that once a subject area graduation requirement has been fulfilled, all excess credits will be rolled over to the Electives category.

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

**4-year College Entrance Requirements**

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

A-G	Subject Area	Subject Requirement
a	History   Social Science	2 years  <i>(1 year of World History and 1 year of US History, or ½ year of US History and ½ year of Government)</i>
b	English	4 years



c	Mathematics	3 years  <i>(Algebra or higher)</i>
d	Laboratory Science	2 years  <i>(At least 2 of the 3 disciplines of Biology, Chemistry, and Physics)</i>
e	Language Other Than English	2 years  <i>(Must be 2 years of the same language)</i>
f	Visual & Performing Arts	1 year
g	College-Preparatory Elective	1 year

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

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

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

For more information, please visit the sites below:

- [MVA A-G Requirements](#)
- [“A-G” Requirements](#)
- [SAT Information](#)
- [ACT Information](#)

## High School Elective Credit for 7th & 8th Graders

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

## Academic Expectations

### TK-8th Grade

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

### High School

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

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

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

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

## I CAN Statements

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

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

## Academic Integrity

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

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

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

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

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

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

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

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

## Report Cards

### Review of Student Work

Families share all of the learning that has occurred during their monthly meetings with their teachers. Teachers work with the family to review and reflect on student learning. Teachers will use the shared information to determine mastery of standards and match these to the I CAN statements.

### AWRs- Assignment and Work Records

Each Learning Period, the homeschool teacher will work with their families to plan assignments based on the California Common Core Standards. After the assignments have been completed by the student, the teacher will grade and record the work done in the Mission Vista Academy Student Information System. These records are called AWRs and are available to the parent on the MVA Parent Portal.

### Report Cards - TK-8th

At Mission Vista Academy Charter School, students, parents, and teachers work in partnership to design personalized learning plans and goals. The credentialed Homeschool Teacher affirms the learning plan and is guided by the I CAN statements.

Report Cards are required for grades TK-8. Report cards reflect the hard work our students do each semester and are sometimes necessary for other student endeavors such as sports teams, insurance, government verifications, etc. Parents will receive a copy of their child's report card at the end of each semester. A copy of each report card will also be placed in the student's cumulative file.

## Report Cards - High School

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

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

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

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

## Attendance

- Parent/guardian is responsible for ensuring that their child is actively engaged in learning each school day.
- Monthly Student Learning Log (Attendance Log) must be signed and submitted to your Homeschool Teacher at the end of each month. The Homeschool Teacher will communicate with individual families/students on the collection process of this document.
- The following are acceptable reasons for not logging attendance: prolonged illness, hospitalization, bereavement, family emergency, natural disaster. In such cases the absences would be considered excused. Some instances may require verification, such as a doctor's note, to be provided to your teacher.

- Homeschool Teachers will be knowledgeable of student progress, learning, and engagement in school. This can occur at regularly scheduled meetings, calls, emails, and or other methods.
- If the Homeschool Teacher is unable to obtain knowledge of the progress, learning, and engagement in school, attempts to contact will be documented and a non-compliance letter may be sent. After multiple failed attempts to contact a family, the school may deem that enrollment in Mission Vista Academy is not in the best interest of the student and he/she may be subject to withdrawal. (Refer to Non-Compliance Policy)

## Withdrawing Your Student

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

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

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

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

## Educational Materials & Restitution Policy

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

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

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

**Overview:** Students attending Mission Vista Academy may receive access to certain school property during the course of the school year, including educational technology and textbooks, and they are responsible for ensuring the educational materials are returned (with reasonable wear and tear).

California law states that the parent or guardian of a minor can be held liable to a school for all property loaned to and failed to be returned, or willfully damaged by a minor. The liability shall not exceed \$10,000.

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

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

#### *Withholding Grades, Diploma and Transcripts and Transferring Students*

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

#### **Procedures:**

1. Mission Vista Academy shall use inventory systems that clearly identify the student and type of school property issued to the student.
2. Mission Vista Academy shall implement a restitution process by which students are afforded the opportunity to return the missing property or pay for the damages. Assuming the student returns the missing property or pays for damages, the debt is discharged and any withheld grades, diploma, or official transcripts of the student shall be released and the full privileges of participation in school activities shall be restored. Parents are responsible to pay out of pocket to return items that are taken out of state.
3. Mission Vista Academy shall follow the due process procedure listed below that allows the parent/guardian or student an opportunity to review and respond to the imposition of any fees or charges resulting from this policy.
  - a. Mission Vista Academy shall provide the parent/guardian written notice of alleged loss or damage of school property ("Written Notice").
  - b. The Written Notice will inform families that Mission Vista Academy may contact law enforcement and/or refer the debt to a collections agency.
  - c. If the parent/guardian disagrees with Mission Vista Academy's Written Notice, they may appeal the Written Notice in writing to the school. The parent/guardian's appeal should explain why a fee or charge should not be imposed in response to the Written Notice.
  - d. After reviewing any information provided by the parent/ guardian, the Principal (or his/her designee) shall decide whether or not to withhold grades, diploma, or official transcripts and/or impose the fee for damages. The parent/guardian shall be notified in writing of the decision. The written decision of the Principal is final. There is no appeal beyond the school level.
4. Upon receiving notification of Mission Vista Academy's decision ("Second Written Notice"), the

parent or guardian must address the outstanding obligation payable to Mission Vista Academy or return missing property.

5. If the parent/guardian does not respond to the Written Notice or if a parent/guardian loses their appeal, Mission Vista Academy may withhold the transcript, diploma, and grades until the debt is resolved. The Second Written Notice shall explain if Mission Vista Academy is withholding the transcript, diploma, and grades until the parent/guardian pays or remedies the outstanding debt.
6. Upon receiving payment or the unreturned educational materials in satisfactory condition (e.g., reasonable wear and tear), Mission Vista Academy shall ensure the debt is discharged. If Mission Vista Academy withheld student's grades, diploma, and/or official transcripts, Mission Vista Academy shall release grades, diploma, and/or transcripts.
7. The purpose of this policy is to provide families a reasonable opportunity to return missing educational equipment or pay for damaged and missing school property to avoid Mission Vista Academy having to seek a legal recourse. If the Second Written Notice is unsuccessful, Mission Vista Academy may consider referring the debt to a collections agency as a last resort.

## Special Education

Mission Vista Academy Charter School's personnel are committed to identifying and serving students who have exceptional needs and are eligible to receive special education supports and services. Our commitment is based on the belief that all students shall have access to a high quality public education.

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

## Common Questions

The following are the most common questions that the special education department receives from families regarding special education at Mission Vista Academy. Please review and contact the department which serves your child if you would like to discuss these topics further.

### What is Special Education?

Special Education is specially designed instruction, supports, and services to meet the unique educational needs of individuals with disabilities, which cannot be met in the general education



program. It is an integral part of the total public education system, and special education services are provided:

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

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

Your assigned Homeschool Teacher is the best person to initially discuss any academic questions or concerns with. Your Homeschool Teacher will most likely recommend interventions and/or accommodations for you to use with your child if appropriate.

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

### **How is it determined that a student is eligible to receive special education?**

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

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

### **What is an Individual Education Program (IEP)?**

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

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

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

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

### **How are special education services provided at our independent study school?**

Students with IEPs are required to participate in special education services as indicated in their IEP documents.

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

### **May a family maintain the same special education NPA Providers/individual therapists, if they enroll in Mission Vista Academy and year to year?**

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

Please note: MVA acknowledges the importance of consistency with special education providers; however, the Special Education Department is not able to guarantee that a student may maintain the same NPA providers/individual therapists.

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

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

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

Yes, Mission Vista Academy's Work Sample policy is the same for all students.

## Planning Amounts

### Program Description

At Mission Vista Academy Charter School, we focus on Personalized Learning, a philosophy that truly puts every student first by supporting them in honoring and exploring their unique skills, special gifts, talents, and aspirations. In order to allow families flexibility on their personalized learning path we allocate for each Mission Vista Academy student a "Planning Amount" from which families and their teachers carefully select educational products, such as curriculum, technology items, supplemental enrichment materials, and field trip opportunities, and services, such as enrichment lessons and classes to fit their goals. All planning amount orders must be secular and are approved by your Homeschool Teacher. Students may not "share" or "borrow" planning amounts from their siblings. There are no exceptions.

#### Product:

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

#### Service:

- Fine Art Lessons & Classes
- Performing Art Lessons & Classes
- Academic Enrichment Classes
- Physical Education Classes
- Tutoring Services
- Driver's Education Courses
- Reading and Writing Classes
- STEM Classes

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

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

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

### How to Request Services/Products

1. Visit the Mission Vista Academy Enrichment Ordering System (EOS) to request services and products.
2. Services may only be requested through approved service vendors.
3. The first time a family uses a vendor for service, they will need to sign and submit an online waiver form through the EOS.
4. If services are approved by the Homeschool Teacher, an Enrichment Certificate will be created and sent via email to the parent. Parents can also access Enrichment Certificates on the EOS. Students are not able to start services without an Enrichment Certificate, and backdated services may not be approved.
5. Families will present the Enrichment Certificate to the vendor. Services should not begin prior to providing the vendor with an Enrichment Certificate.
6. Each vendor will invoice Mission Vista Academy Charter School for the services approved on the certificate.
7. Mission Vista Academy Charter School pays vendors directly. Parents should not pay vendors for Mission Vista Academy Student services as we cannot provide payment/reimbursement to families.
8. Technology devices can be ordered from an approved list through the Enrichment Ordering System (EOS). Please reach out to [techhelp@missionvistaacademy.org](mailto:techhelp@missionvistaacademy.org) with any questions.

### How to Request New Vendors

If you would like to suggest a new service vendor, we have a form you can submit here: [Suggest a Vendor](#). This can only be filled out by the parent or the teacher. Please include as much information as possible, including a contact person and email address for the vendor.

We have the most success when we reach out to the potential vendor first. Letting them know that your child's lessons or classes could be covered with planning amounts and could bring

more students their way can spark interest.

Once the Vendor Support Team receives the survey response, they will verify if we can move forward with the newly suggested vendor. If eligible, the vendor will receive an email requesting additional information and eventually the documents that need to be completed and returned for approval.

Once the vendor has completed the onboarding process, they will be listed as an approved vendor in our Enrichment Ordering System.

## Field Trips & Events

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

### Student Supervision

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

### Liability

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

## How to Request School-Organized Field Trips & Events

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

## MVA Tech Team

Choosing technology can be overwhelming. The MVA Tech Team helps simplify your selection by providing a curated list of qualified devices, items, and software. All items offered meet internal standards of quality, performance, value, availability, and support. These items can be obtained with Planning Amounts.

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

## Tech Costs

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

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

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

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

## How to order

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

## Tech Center Returns

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

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

For MVA Tech Team assistance or questions, please email [tech-support@missionvistaacademy.org](mailto:tech-support@missionvistaacademy.org)

## Parent-Student Information Technology Acceptable Use Policy

It is the mission of Mission Vista Academy Charter Schools' Tech Team to empower our students with access to technology, information, and digital resources while fostering safe, responsible, and ethical learning environments.

MVA is committed to upholding important security, privacy, and safety regulations, protocols, and standards. Users of MVA devices, networks, accounts, and other resources must adhere to MVA policies. Users are expected to fully comply with local, state, and federal regulations. Failure to adhere to these policies or regulations may result in discipline, legal action, or other remedies determined to be within the rights of MVA. Relevant regulations include (but are not limited to):

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

#### **DEFINITIONS:**

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

#### **USER RESPONSIBILITIES:**

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

1. You agree to learn about and comply with all the information outlined in this AUP document.
2. Persons to whom items are assigned are expected to exercise reasonable care to protect those items against damage, loss and theft. "Reasonable care" is defined as:

#### **ACCEPTABLE USE OF MVA RESOURCES BY USERS:**

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

6. Educational and instructional use as related to MVA only
7. Never leaving items unattended
8. Never lending, giving or releasing items to a person other than an authorized Mission Vista Academy employee, such as an MVA Tech Team member
9. Never removing protective accessories or features (e.g. cases, bumpers)
10. Keeping items away from dangerous conditions (e.g. liquids, heat sources, unstable surfaces or items) and preventing actions which promote damage beyond normal wear and tear
11. Maintaining student supervision by parent/guardian during access and usage
12. You must immediately report damaged, lost or stolen items/resources. Items reported stolen or missing will require a police report.
13. Parent/guardians are expected to provide supervision and monitor device/Internet access and usage.
14. You are expected to make a reasonable effort to protect your passwords, information and data.
15. You must safeguard internal safety and security policies, such as authentication methods and password conventions.
16. You are obligated to notify ITD of continued access to resources beyond student departure (e.g. withdrawal, graduation, expulsion) in the event ITD has not contacted you to do so.
17. Items, devices and resources issued by MVA are School property and must be returned or relinquished to MVA upon request.

#### **UNACCEPTABLE USE OF MVA RESOURCES:**

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



11. Political lobbying or advertising is prohibited.
12. Unauthorized maintenance, service, repairs, or upgrades are prohibited. MVA owned or operated resources must be maintained by ITD or authorized third parties.

### **EXPECTATION OF PRIVACY:**

For email, networks, systems and other resources owned or operated by MVA, users should have no expectation of privacy. MVA reserves the right to manage and monitor all aspects of its own resources. The following are examples of actions which may be performed for reasons deemed legitimate by MVA:

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

Personal devices are private. MVA must obtain permission to access personal devices.

### **CYBERBULLYING:**

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

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

### **STUDENT DEPARTURE:**

1. Upon student departure (ex. withdrawal, graduation, or expulsion) from MVA, all issued items must be returned upon disenrollment. Prepaid return labels and pick up services may be provided at no cost. Please review our *MVA Tech Center and Issued Technology Agreement* for complete details regarding returns. Please reach out to your Homeschool Teacher to make arrangements to return the items to the school.
2. For information regarding technology returns, please review our *MVA Tech Center and Issued Technology Agreement* or contact ITD.

### **DISCLAIMER & ACKNOWLEDGEMENTS:**

1. MVA reserves the right to modify its policies at any time.
2. All items, devices, and resources issued by MVA are school property. School property must be returned or relinquished to MVA upon request or departure from the school
3. MVA reserves the right to issue penalties (e.g. denial of access to resources, withholding of transcripts) or seek legal remedies in response to non-compliance.
4. Access to MVA technology, resources and support is a privilege, not a right. These privileges are offered at the discretion of MVA.
5. MVA will not be held liable for the information or data retrieved, stored, or transmitted by means of MVA owned or operated resources, devices, networks, or systems.
6. Users should not have an expectation of privacy in the use of MVA resources, email, systems, or networks.
7. Illegal activities performed using MVA devices, networks, and systems may be reported to the proper authorities when discovered.
8. MVA will not be held responsible for losses or damages suffered by any user, including loss of data, interruption of service, delays, or non-deliveries.
9. MVA issued property reported as lost, missing or stolen may be remotely tracked, located and/or disabled at the discretion of MVA.
10. MVA may confiscate and search any MVA technology in the event of policy discrepancy.
11. MVA is not in any way an Internet Service Provider.

#### **USER AGREEMENT:**

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

**BY SIGNING THE PARENT/STUDENT HANDBOOK SIGNATURE OF RECEIPT AND ACKNOWLEDGEMENT SECTION, YOU AGREE YOU HAVE READ, UNDERSTOOD AND ACCEPT THE TERMS WITHIN THIS PARENT/STUDENT ACCEPTABLE USE OF TECHNOLOGY POLICY**

### **Non-Compliance Policy**

Mission Vista Academy Homeschool Teachers partner with families to educate students enrolled in our programs. The partnership is effective if students and parent/guardians are actively participating in our program and meeting enrollment requirements.

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

- Non-attendance

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

**In these instances MVA may:**

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

## Work Samples

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

Acceptable Work Sample Criteria:

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

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

Non-Compliant Work Samples Include:

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

## Testing & Assessment

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

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

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

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

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

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

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

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

As a public charter school we receive state funds that each student accesses when they use their planning amounts.

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

Mission Vista Academy faculty administers all state standardized tests at facilities located within driving distance of your home. A testing schedule will be provided to you from your teacher. Individual student performance results on statewide achievement testing will be made available to parents that would like a copy.

Often our families have questions or concerns about the CAASP/CAST assessments. At Mission Vista Academy Charter Schools we want our families to feel informed about assessments so they are prepared and feel more comfortable partaking. Your HST will provide resources such as practice tests and videos as it gets closer to the testing dates. We also ask that you work closely with your teacher so your student can be assigned any designated supports that would help them during their testing session.

## Star 360

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

MVA chose Star 360 because of its adaptive nature and the diagnostic tool pinpoints students' needs down to the sub-skill level. Star 360 provides data-driven insights and support for successful

implementation of the new standards. MVA will provide the parents with the results of Star 360, so the parent and teacher can work together to create a personalized learning plan for each student.

Assessments allow our teachers to monitor student growth and performance consistently and continuously over a student’s entire K-12 career. The questions will automatically change the level of difficulty, thus “adaptive,” based on student response patterns.

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

### Testing for English Language Learners

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

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

### COVID-19

As a non-classroom-based independent study school, Mission Vista Academy’s academic model is in line with Distance Learning Guidance provided by the California Department of Education. Mission Vista Academy continues to provide homeschooling families with a variety of curriculum delivery options, including online instruction courses led by credentialed teachers, offline courses, and virtual courses that employ built-in accommodations, teacher support, performance tasks, and progress monitoring. Families select the combination of systems that best suit student learning needs and interests. We ensure students are engaged in appropriate educational activities on instructional days, assess the time value of independent work, and the quality of contemporaneous work samples.

### Records Department

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

Document Requested	Expected Time of Processing
Work Permit	2-3 Business Days

Enrollment Verification	2-3 Business Days
Copies of Grades & Official/Unofficial Transcripts	3-5 Business Days
Copies of CUME (Student Records)	3-5 Business Days

### Work Permits

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

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

### Concurrent, College Enrollment Exceptions

For all concurrent, college enrollment requests, please send applications and inquiries to your Guidance Counselor. There is a minimum five (5) business day turnaround for these applications, so please plan accordingly.

### Educational Records

An education record is any written or computerized document, file, entry, or record containing information directly relating to a student that is compiled and maintained by Mission Vista Academy. Such information includes but is not limited to:

- Date and place of birth, parent and/or guardian’s address, and where the parties may be contacted for emergency purposes;
- Grades, test scores, courses taken, academic specializations and school activities;
- Special education records;
- Disciplinary records;
- Medical and health records;
- Attendance records and records of past schools attended;

- Personal information such as, but not limited to, student identification numbers, social security numbers, photographs, or any other type of information that aids in identification of a student. Please note that Mission Vista Academy shall not collect or solicit social security numbers or the last four digits of social security numbers from students or their parents/guardians, unless otherwise required to do so by state or federal law.

Mission Vista Academy shall not use any school resources or data to be used to create a registry based on race, gender, sexual orientation, religion, ethnicity or national origin. An education record does not include any of the following:

- Records that are kept in the sole possession of the maker, are used only as a personal memory aid, and are not accessible or revealed to another person except a temporary substitute for the maker of the record;
- Records maintained by a law enforcement unit of Mission Vista Academy that were created by that law enforcement unit for the purpose of law enforcement;
- Records relating to a Mission Vista Academy employee that are made and maintained in the normal course of business, relate exclusively to the individual in that individual's capacity as an employee; and are not available for use for any other purpose;
- Records on a student who is 18 years of age or older, or is attending an institution of postsecondary education, that are: a) made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in his or her professional capacity or assisting in a paraprofessional capacity; b) made, maintained, or used only in connection with treatment of the student; and c) disclosed only to individuals providing the treatment. For the purpose of this definition, "treatment" does not include remedial educational activities or activities that are part of the program of instruction at Mission Vista Academy.
- Records that only contain information about an individual after he or she is no longer a student at Mission Vista Academy.
- Grades on peer-graded papers before they are collected and recorded by a teacher.

Parents and eligible students that they have the right to:

- Inspect and review the student's education records;
- Seek amendment of the student's education records that the parent or eligible student believes to be inaccurate, misleading or otherwise in violation of the student's privacy rights;
- Consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that FERPA and the Code of Federal Regulations authorize disclosure without consent;
- File with the Department of Education a complaint concerning alleged failures by Mission Vista Academy to comply with the requirements of FERPA and its promulgated regulations.
- Request that Mission Vista Academy not release student names, addresses and telephone listings to military recruiters or institutions of higher education without prior written parental



consent.

## Student Mental & Physical Health

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

Mission Vista Academy recognizes that:

- a) Physical, behavioral, and emotional health is an integral component of a student's educational outcome
- b) Further recognizes that suicide is a leading cause of death among young people
- c) The has an ethical responsibility to take a proactive approach in preventing deaths by suicide
- d) Acknowledges the school's role in providing an environment which is sensitive to individual and societal factors that place youth at greater risk for suicide and one which helps to foster positive youth development. In recognition of the need to protect the health, safety and welfare of its students, to promote healthy development, to safeguard against the threat or attempt of suicide among school aged youth, and to address barriers to learning, Mission Vista Academy has adopted a policy, which corresponds with and supports other federal, state and local efforts to provide youth with prevention education, early identification and intervention, and access to all local resources to promote health and prevent personal harm or injury.

## Suicide Prevention Policy

The school's Suicide Prevention Policy can be found on the school website under Boards and Board Policies.

With the intention of creating a safe and nurturing educational entity that minimizes suicidal ideation in students, we also recognize our duty to protect the health, safety, and welfare of our students, and aim to safeguard students and staff against suicide attempts, deaths and other trauma associated with suicide. These safeguards include ensuring adequate supports for students, staff, and families affected by suicide attempts and loss. Because the emotional wellness of students greatly impacts learning, motivation, and educational success, the current policy shall be paired with other policies that support the emotional and behavioral wellness of students.

Mission Vista Academy's policy is based on research and best practices in suicide prevention, and has been adopted with the understanding that suicide prevention activities decrease suicide risk, increase help-seeking behavior, identify those at risk of suicide, and decrease suicidal behaviors. Empirical

evidence refutes a common belief that talking about suicide can increase risk or “place the idea in someone’s mind.” In an attempt to reduce suicidal behavior and its impact on students and families, Mission Vista Academy has developed strategies for suicide prevention, intervention, and postvention, and the identification of the mental health challenges frequently associated with suicidal thinking and behavior. These strategies shall include professional development for parents/guardians, caregivers, students, and school personnel who regularly interact with students or serve in a position to recognize the risk factors and warning signs of suicide.

## Harassment

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

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

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

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

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

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

## **Expulsion & Suspension**

### **Definition of Expulsion**

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

### **Definition of Suspension**

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

### **Grounds for Suspension and Expulsion**

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

- Caused, attempted to cause, or threatened to cause physical injury to another person or willfully used force or violence upon another person, except in self-defense.
- Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object.
- Unlawfully possessed, used, sold, or otherwise furnished, or was under the influence of, any controlled substance as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind.
- Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered, or otherwise furnished to any person another liquid, substance or material and represented the same as a controlled substance, alcoholic beverage or intoxicant.
- Committed or attempted to commit robbery or extortion.
- Caused or attempted to cause damage to school property or private property.

- Stole or attempted to steal school property or private property.
- Possessed or used tobacco or any products containing tobacco or nicotine products, including but not limited to: cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew, and packets. This restriction shall not prohibit a student from using or possessing his/her own prescription products.
- Committed an obscene act or engaged in habitual profanity or vulgarity.
- Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code 11014.5.
- Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties.
- Knowingly received stolen school property or private property.
- Possessed an imitation firearm, i.e., a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, Charter School's Board of Directors, or designee(s)'s concurrence.
- Committed or attempted to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code 243.4.
- Harassed, threatened, or intimidated a student who is a witness or complaining witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- Made terrorist threats against school officials, students, and/or school property.
- Committed sexual harassment as defined in Education Code 212.5.
- Caused, attempted to cause, threatened to cause, or participated in an act of hate violence as defined in Education Code 33032.5.
- Intentionally harassed, threatened or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder, and invading student rights by creating an intimidating or hostile educational environment including, but not limited to, acts outlined in the Harassment section.
- Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act. "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
  - Placing a reasonable student or students in fear of harm to that student's or those students' person or property.
  - Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
  - Causing a reasonable student to experience substantial interference with his or her academic performance.

- Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
- A. “Electronic act” means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
- (i) A message, text, sound, video, or image.
  - (ii) A post on a social network internet website, including, but not limited to:
    - (I) Posting to or creating a burn page. “Burn page” means an internet website created for the purpose of having one or more of the effects listed in paragraph (1).
    - (II) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in paragraph (1). “Credible impersonation” means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
    - (III) Creating a false profile for the purpose of having one or more of the effects listed in paragraph (1). “False profile” means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
  - (iii)
    - (I) An act of cyber sexual bullying.
    - (II) For purposes of this clause, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (A) to (D), inclusive, of paragraph (1). A photograph or other visual recording, as described in this sub clause, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
    - (III) For purposes of this clause, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
  - (iv) Notwithstanding paragraph (A) and subparagraph (i), an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the

internet or is currently posted on the internet.

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

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

### **Suspension & Expulsion for Students with Disabilities**

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

### **Due Process Statement**

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

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

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

## Grievance Policy and Procedure

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

The parent/guardian will address in writing any concern or grievance initially with the student's Homeschool Teacher and supervisor. Both Homeschool Teacher and supervisor will respond within ten (10) school days.

If the concern or grievance is not resolved, the parent/guardian may, within ten (10) school days, request a meeting with school leadership to discuss the concern or grievance. The Sr. Director will investigate and respond with ten (10) school days.

A written email and letter will be sent to the family that will address the concern and outcome.

## Family Educational Rights and Privacy Act (FERPA)

### Notification of Rights under FERPA for Elementary and Secondary Schools

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

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

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

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

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

amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.

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

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

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

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

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

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



a right to inspect and review the record of disclosures. A school may disclose PII from the education records of a student without obtaining prior written consent of the parents or the eligible student –

- To other school officials, including teachers, within the educational agency or institution whom the school has determined to have legitimate educational interests. This includes contractors, consultants, volunteers, or other parties to whom the school has outsourced institutional services or functions, provided that the conditions listed in §99.31(a)(1)(i)(B)(1) - (a)(1)(i)(B)(2) are met. (§99.31(a)(1))
- To officials of another school, school system, or institution of postsecondary education where the student seeks or intends to enroll, or where the student is already enrolled if the disclosure is for purposes related to the student’s enrollment or transfer, subject to the requirements of §99.34. (§99.31(a)(2))
- To authorized representatives of the U. S. Comptroller General, the U. S. Attorney General, the U.S. Secretary of Education, or State and local educational authorities, such as the State educational agency in the parent or eligible student’s State (SEA). Disclosures under this provision may be made, subject to the requirements of §99.35, in connection with an audit or evaluation of Federal- or State-supported education programs, or for the enforcement of or compliance with Federal legal requirements that relate to those programs. These entities may make further disclosures of PII to outside entities that are designated by them as their authorized representatives to conduct any audit, evaluation, or enforcement or compliance activity on their behalf. (§§99.31(a)(3) and 99.35)
- In connection with financial aid for which the student has applied or which the student has received, if the information is necessary to determine eligibility for the aid, determine the amount of the aid, determine the conditions of the aid, or enforce the terms and conditions of the aid. (§99.31(a)(4))
- To State and local officials or authorities to whom information is specifically allowed to be reported or disclosed by a State statute that concerns the juvenile justice system and the system’s ability to effectively serve, prior to adjudication, the student whose records were released, subject to §99.38. (§99.31(a)(5))
- To organizations conducting studies for, or on behalf of, the school, in order to: (a) develop, validate, or administer predictive tests; (b) administer student aid programs; or (c) improve instruction. (§99.31(a)(6))
- To accrediting organizations to carry out their accrediting functions. (§99.31(a)(7))
- To parents of an eligible student if the student is a dependent for IRS tax purposes. (§99.31(a)(8))
- To comply with a judicial order or lawfully issued subpoena. (§99.31(a)(9))
- To appropriate officials in connection with a health or safety emergency, subject to §99.36. (§99.31(a)(10))
- Information the school has designated as “directory information” under §99.37. (§99.31(a)(11))

## Signature Of Receipt & Acknowledgement

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

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

Student Name (Please print) \_\_\_\_\_

Student  
Signature \_\_\_\_\_ Date \_\_\_\_\_

Parent Name (Please print) \_\_\_\_\_

Parent  
Signature \_\_\_\_\_ Date \_\_\_\_\_