

Cover Sheet

Board Member Term Renewals

| | |
|--------------------------|---|
| Section: | I. Opening Items |
| Item: | D. Board Member Term Renewals |
| Purpose: | Discussion & Potential Action - Vote |
| Related Material: | None |

BACKGROUND:

- Dr. Craig Wheaton - Up for 2 Year term renewal / Position: Board Secretary
- Monique Ouwinga - Up for 2 year term renewal / Position: Board Member

RECOMMENDATION:

- Consider approval of 2 year terms for Dr. Craig Wheaton and Monique Ouwinga.

Monarch River Academy

Regular Board Meeting



July 26, 2022 at 6:00 PM | 6200 S Mooney Blvd, Visalia, CA 93277

Zoom Link: <https://zoom.us/j/4183238475>

Meeting ID: 418 323 8475

Join by Phone: (669) 900-6833

Monarch River Mission Statement

The mission of Monarch River Academy is to develop the individual gifts of students in Tulare County and adjacent counties to become proficient in Common Core State Standards and become critical thinkers, responsible citizens and innovative leaders prepared for academic and real-life achievement in the 21st Century. The mission will be accomplished in a personalized environment that fosters successful achievement through quality, personalized, standards-based education, which could include online coursework, offline textbook work, and unique hands-on and experiential learning experiences facilitated in partnership with students, parents, staff, and community.

Agenda

| | Presenter(s) | Time |
|---|------------------|----------------|
| I. Opening Items | | 6:00 PM |
| A. Record Attendance | | 1 m |
| B. Call the Meeting to Order | Dr. Sam Nofziger | 1m |
| C. Flag Salute | Dr. Sam Nofziger | 1m |
| D. Discussion & Potential Action on Board Member Term Renewals (p. 1) | Dr. Sam Nofziger | 5 m |
| E. Discussion & Potential Action on the Approval of the Agenda (p. 2-5) | Dr. Sam Nofziger | 1m |
| F. Public Comment | Dr. Sam Nofziger | 5 m |

| | | |
|--|------------------------------------|----------------|
| G. Discussion and Potential Action to Approve the June 27, 2022 Board Meeting Minutes (p. 6-12) | Dr. Sam Nofziger | 1 m |
| | | |
| II. Finance | | 6:15 PM |
| A. Restricted Grant Presentation (p. 13-24) | Jim Surmeian | 5 m |
| B. Discussion & Potential Action on the Executive Director & Deputy Director Divvy Expenses (p. 25-26) | Dr. Laurie Goodman & Steph Johnson | 5 m |
| C. Divvy Error & Corrective Action Plan (p. 27-28) | Steph Johnson | 5 m |
| D. Unused Planning Amount Fund Use Report (p. 29) | Steph Johnson | 5 m |
| | | |
| III. Academic Excellence | | 6:35 PM |
| A. Discussion & Potential Action on the Revised Expanded Learning Opportunities (ELO) Grant (p. 30-41) | Dr. Laurie Goodman | 5 m |
| B. Discussion & Potential Action on the Parent & Family Engagement Policy (p. 42-48) | Dr. Laurie Goodman | 5 m |
| C. Discussion & Potential Action on the Grade Level Promotion & Acceleration Policy & Retention Criteria (p. 49-54) | Dr. Laurie Goodman | 5 m |
| | | |
| IV. Operations | | 6:50 PM |
| A. Discussion & Potential Action on the Travel & Expense Reimbursement Policy (p. 55-59) | Dr. Laurie Goodman | 5 m |
| B. School Organizational Chart (p. 60-61) | Dr. Laurie Goodman & Steph Johnson | 5 m |
| C. Discussion & Potential Action on the Shared Staff MOU Between Monarch River Academy & Yosemite Valley Charter School (p. 62-91) | Dr. Laurie Goodman & Steph Johnson | 5 m |

| | | |
|---|------------------------------------|----------------|
| D. Discussion & Potential Action on the Shared Special Education Staff MOU Between Monarch River Academy & Yosemite Valley Charter School (p. 92-116) | Dr. Laurie Goodman & Steph Johnson | 5m |
| | | |
| V. Governance | | 7:10 PM |
| A. Enrollment Report (p. 117-118) | Dr. Laurie Goodman & Steph Johnson | 5 m |
| B. COVID-19 Report (p. 119) | Dr. Laurie Goodman & Steph Johnson | 5 m |
| C. Discussion & Potential Action on the Board Metrics Chart (p. 120-122) | Dr. Laurie Goodman & Steph Johnson | 5 m |
| D. Discussion & Potential Action on the Conflict of Interest Code (p. 123-126) | Dr. Laurie Goodman & Steph Johnson | 5 m |
| E. Discussion & Potential Action on the Conflict of Interest Policy (p. 127-151) | Dr. Laurie Goodman & Steph Johnson | 5 m |
| F. Discussion & Potential Action on the Purchase of an Annual License for a Board/Governance Platform (p. 152) | Dr. Laurie Goodman & Steph Johnson | 5 m |
| G. Discussion & Potential Action on the August Board Meeting Format (p. 153) | Dr. Sam Nofziger | 5 m |
| | | |
| VI. Closing Items | | 7:45 PM |
| A. Board of Director Comments & Requests | Board Members | 5 m |
| B. Announcement of the Next Scheduled Board Meeting Regular: August 23, 2022 at 6:00 PM | Dr. Sam Nofziger | 1 m |
| C. Adjourn Meeting | Dr. Sam Nofziger | 1 m |

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

Note: The Governing Board encourages those with disabilities to participate fully in the public meeting process. If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public meeting, please contact the Governing Board Office at (562) 758-0511 at least 48 hours before the scheduled board meeting so every reasonable effort can be made to accommodate you. (Government Code § 54954.2; Americans with Disabilities Act of 1990, § 202 (**42 U.S.C. § 1213**))

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June 27, 2022 at 6:00 PM | 6200 S. Mooney Blvd., Visalia, CA 93277

Zoom Link: <https://zoom.us/j/4183238475>

Meeting ID: 418 323 8475

Join by Phone: (669) 900-6833

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Directors Present

Dr. Sam Nofziger (remote), Elizabeth Wagner (remote), & Sarah Sanchez (in person)

Directors Absent

Dr. Monique Ouwinga & Dr. Craig Wheaton

Guests Present

Dr. Laurie Goodman (in person)

Joanna Fung, Steph Johnson, Jim Surmeian, Maria Thoeni, Jenny Plumb, Dr. Damien Phillips, Rhonda Duerksen, Kimmi Buzzard (all remote)

Minutes

| |
|-------------------------------|
| 1. Opening Items |
| 1.A. Record Attendance |

| |
|--|
| 1.B. Call the Meeting to Order |
| Dr. Sam Nofziger called the meeting of the board of directors of Monarch River Academy to order on Monday, June 27, 2022 at 6:00 PM. |
| 1.C. Flag Salute |
| Dr. Sam Nofziger led the Flag Salute. |
| 1.D. Approval of the Agenda |
| <p>Sarah Sanchez made a motion to approve the agenda.</p> <p>Elizabeth Wagner seconded the motion.</p> <p>The board VOTED unanimously to approve the motion.</p> |
| 1.E. Public Comment |
| No public comments were made. |
| 1.F. Review & Approval of Minutes April 26, 2022 Board Meeting Minutes & the May 6, 2022 Special Board Meeting |
| <p>Elizabeth Wagner made a motion to approve the minutes from the May 24, 2022 Board Meeting Minutes & June 23, 2022 Special Board Meeting Minutes.</p> <p>Sarah Sanchez seconded the motion.</p> <p>The board VOTED unanimously to approve the motion.</p> |
| 2. Finance |
| 2.A. 2022-2023 Budget |
| <ul style="list-style-type: none"> • Jim Surmeian from Charter Impact presented the school's 2022-2023 Budget. • Elizabeth Wagner asked for clarification on COLA and funds allocation. • Dr. Sam Nofziger requested information on the status of the school's reserves. <p>Elizabeth Wagner made a motion to approve the 2022-2023 Budget.</p> <p>Sarah Sanchez seconded the motion.</p> <p>The board VOTED unanimously to approve the motion.</p> |
| 2.B. Education Protection Account (EPA) Budget |
| <ul style="list-style-type: none"> • Jim Surmeian provided an overview of what the EPA Budget is, how it works, as well as how it is calculated. • Elizabeth Wagner inquired about how the funds impact the total cost of teacher |

salaries.

Sarah Sanchez made a motion to approve the Education Protection Account (EPA) Budget.

Elizabeth Wagner seconded the motion.

The board VOTED unanimously to approve the motion.

3. Academic Excellence

3.A. Local Control and Accountability Plan (LCAP)

- Steph Johnson re-presented LCAP.

Sarah Sanchez made a motion to approve the Local Control and Accountability Plan (LCAP).

Elizabeth Wagner seconded the motion.

The board VOTED unanimously to approve the motion.

3.B. 2022-2023 Parent Student Handbook

- Steph Johnson shared the 2022-2023 Parent Student Handbook pointing out the major changes such as updating teacher titles, policies, and procedures.
- Dr. Sam Nofziger suggested that a team re-read the Handbook before it goes to print.

Sarah Sanchez made a motion to approve the 2022-2023 Parent Student Handbook with the addition of Board Meeting Schedule, the link to “Other Curriculum” resources, and make an edit to correct a double negative in the Non-Compliance section.

Elizabeth Wagner seconded the motion.

The board VOTED unanimously to approve the motion.

3.C. Transitional Kindergarten Policy

- Jenny Plumb shared the Transitional Kindergarten Policy.

Sarah Sanchez made a motion to approve the Transitional Kindergarten Policy with the edit to the name of school in paragraph three.

Elizabeth Wagner seconded the motion.

The board VOTED unanimously to approve the motion.

4. Operations

4.A. Administrative & Supervisory Transfers Policy

- Steph Johnson presented the Administrative & Supervisory Transfers Policy.

Elizabeth made a motion to approve the Administrative & Supervisory Transfers Policy with the change of school names.

Sarah Sanchez seconded the motion.

The board VOTED unanimously to approve the motion.

4.B. CharterSAFE Membership Proposal & Invoice

- Dr. Laurie Goodman presented the CharterSAFE proposal that provided the school with liability insurance and mandated staff training. She also shared that the other company in the space is quite a bit more in cost.
- Sarah Sanchez asked for confirmation that this is a renewal as the school has used CharterSAFE in the past.

Sarah Sanchez made a motion to approve the CharterSAFE Membership Proposal & Invoice.

Elizabeth Wagner seconded the motion.

The board VOTED unanimously to approve the motion.

5. Closed Session

5.A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION: Executive Director & Co-Director/Principal - Closed Session

Elizabeth Wagner made a motion to enter into Closed Session at 6:56 PM.

Sarah Sanchez seconded the motion.

The board VOTED unanimously to approve the motion.

5.B. PUBLIC EMPLOYMENT APPOINTMENT: Executive Director & Deputy Director - Closed Session

Dr. Sam Nofziger made a motion to end Closed Session and return to the Open Meeting at 7:59 PM.

Elizabeth Wagner seconded the motion.

The board VOTED unanimously to approve the motion.

5.C. Report Out of any Action Taken During Closed Session

- Dr. Sam Nofziger reported that the Board gave Dr. Goodman and Steph Johnson feedback on the joint Action Plan and Goals for 2022-2023 school year. The Board also

took action to appoint Steph Johnson as the Executive Director and Dr. Laurie Goodman as the Deputy Director.

Sarah Sanchez made a motion to end Closed Session and return to Open Session seconded the motion.

The board VOTED unanimously to approve the motion.

6. School Administration

6.A. Executive Director & Deputy Director Contract, Compensation Package, & Fringe Benefits (Medical Insurance, Mileage Stipend, & Utility Stipend)

- Dr. Sam Nofziger made a statement that the Board is here to support both administrators.

Sarah Sanchez made a motion to approve the Executive Director & Deputy Director Contract, Compensation Package, & Fringe Benefits (Medical Insurance, Mileage Stipend, & Utility Stipend).

Elizabeth Wagner seconded the motion.

The board VOTED unanimously to approve the motion.

7. Governance

7.A. 2022-2023 Board Meeting Calendar & Meeting Time

- The Board discussed the proposed 2022-2023 Board meeting calendar and meeting time.

Elizabeth Wagner made a motion to approve the 2022-2023 Board Meeting Calendar and meeting time of 6:00 pm.

Sarah Sanchez seconded the motion.

The board VOTED unanimously to approve the motion.

7.B. June Meeting Format

Sarah Sanchez made a motion to meet in person and offer a hybrid format for the next board meeting and to discuss this item again during the July Board meeting.

Elizabeth Wagner seconded the motion.

The board VOTED to approve the motion.

7. Closing Items

7.A. Board of Director Comments & Requests

- No Board comments or requests were made at this time.

7.B. Announcement of the Next Scheduled Board Meetings

Regular: July 26, 2022 at 6:00 PM

7.C. Adjourn Meeting

Elizabeth Wagner made a motion to adjourn the Board Meeting at 8:19 PM.

Sarah Sanchez seconded the motion.

The board VOTED unanimously to approve the motion.

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 8:19 PM

Respectfully Submitted,
Dr. Sam Nofziger

Prepared by:
Kimmi Buzzard

Noted by:

Board Secretary

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Cover Sheet

Restricted Grant Presentation

| | |
|--------------------------|---|
| Section: | II. Finance |
| Item: | A. Restricted Grant Presentation |
| Purpose: | Informational |
| Related Material: | 22.06 Restricted Grant Presentation - MR |

BACKGROUND:

- Charter Impact has prepared a financial presentation to include a general update as well as details on the Title 1, CARES, and State and Federal Grants.

RECOMMENDATION:

- Provide direction to Charter Impact and or School Leadership.

Monarch River Academy

Restricted Grant Presentation

June 2022

Monarch River Academy- Highlights

- Budget Approved and 22-23 Revenue Numbers Now Much Higher
- June 21-22 Financials yet to be finalized...and won't be until December
- Senate Bill 740 Requirements:

- 40/80 Expense Ratio
- 25:1 Pupil Teacher Ratio

| Cert. | Instr. |
|---------|---------|
| 46.2% | 84.3% |
| 774,376 | 537,310 |

| Pupil:Teacher Ratio |
|---------------------|
| 20.26 :1 |

Monarch River Academy - Federal Grants

- Title I
- Coronavirus Aid Relief & Economic Security (CARES)
 - Elementary and Secondary School Emergency Relief
 - ESSER I, II III

MONARCH RIVER – Title I – Part A

- Title I established by the Federal Government to improve Basic Programs each LEA must offer.
- The intent of these funds is to elevate the Academic Achievement for all children through the Every Student Succeeds Act.
- Currently, Monarch River is signed up for Title I Targeted Assistance which is a sort of beginning program, and as the school fully rolls out Title I, it can then switch to a Schoolwide Program, which can assist more students. The intent is to switch the school to Statewide as soon as the opportunity provides.

MONARCH RIVER– ESSER

- ESSER was established through the CARES Act to provide emergency relief funds has had and continues to have on schools across the nation with regards to COVID-19
- ESSER I was established in FY20-21 and this program closed on June 30, 2022. The school was not eligible for these funds.
- ESSER II and III were subsequently established for largely the same purposes. The school was eligible for these funds and will continue to spend funds in accordance with the requirements of the program. Those programs remain open through September 30, 2023 and 2024 respectively.

Monarch River – State Grants

- Expanded Learning Opportunity (ELO)
- Governor’s Elementary Education Relief (GEER)
- A-G Completion Grant
- Educator Effectiveness Block Grant (EEBG)
- Arts, Music & Instructional Materials Block Grant (new for 22-23)
- Learning Recovery Emergency Block Grant (new for 22-23)

Monarch River – ELO

- The ELO Grant was provided to give kids additional learning programs developing the academic, social, emotional, and physical needs and interests of our pupils.
- Despite the establishment of these funds, only 15% of the total funds can and should be used for remote learning. The other 85% must be used for In-Person Instruction.
- Most of the NCB schools were provided more than 15% of the funds already; it will be up to our folks to develop IPI opportunities for our pupils.

Monarch River - GEER

- The GEER Funds work much like the ESSER funds I spoke about earlier, except on a State Level and for lower amounts
- The State has reduced the amount of GEER Funding as the CARES Act funding really took over for Learning Loss Mitigation Funding.

Monarch River – A-G

- The A-G Completion Grants are a sort of follow on to the PGSGP grants, which were to set aside funding to engage students toward the successful completion from High School
- The one item that is different vs. PGSGP is that there is a Learning Loss component associated with COVID-19.
- LEAs will be responsible for developing plans to help Unduplicated Students achieve success, using the funds for curriculum, salaries, etc...

Monarch River – EEBG

- Funding to each school provided based on the number of FTE's the school has multiplied by about \$2,400 per FTE
- Eligible for all Certificated and Classified Staff
- Offered in addition to any Title II Funding a school may have
- Practices and strategies that reengage pupils and lead to accelerated learning.
- Can also include Coaching and Mentoring of Staff

Monarch River – Amount Granted

- Federal Grants \$1,485,671
- State Grants \$2,416,843

Cover Sheet

Executive Director & Deputy Director Divvy Expenses

| | |
|--------------------------|---|
| Section: | II. Finance |
| Item: | B. Executive Director & Deputy Director Divvy Expenses |
| Purpose: | Discussion & Potential Action - Vote |
| Related Material: | June Divvy Transactions - MR |

BACKGROUND:

- Part of the fiscal checks and balances process to ensure proper spending of school funds.
- This will be a monthly agenda item moving forward.
- Board review will be on the prior, not current month's transactions.
- Dr. Goodman did not have any June 2022 Divvy purchases.

RECOMMENDATION:

- Consider the approval of June Divvy Transactions.

| Split From | Date (UTC) | First Name | Last Name | Merchant | Clean Merc Amount | Card Name | Card Type | Card Last 4 | Card Exp Dat | Card Progr | Reviews | Receipt File | Budget ID | Card ID | User ID | Card Holde | Budget | Receipt? | MCC |
|------------|-----------------|------------|-----------|-----------|-------------------|-----------|-----------|-------------|--------------|------------|---------|--------------|-----------|---------|---------|------------|-------------|----------|------|
| | 6/22/2022 11:57 | Steph | Johnson | AMAZON.C | Amazon | (\$72.34) | physical | '5326 | 8/31/2025 | Visa | | | 105176 | 4617263 | 145217 | steph.john | Monarch R N | | 5942 |
| | 6/18/2022 14:24 | Steph | Johnson | Amazon.co | Amazon | (\$16.30) | physical | '5326 | 8/31/2025 | Visa | | | 105176 | 4617263 | 145217 | steph.john | Monarch R N | | 5942 |
| | 6/18/2022 12:08 | Steph | Johnson | AMAZON.C | Amazon | (\$16.15) | physical | '5326 | 8/31/2025 | Visa | | | 105176 | 4617263 | 145217 | steph.john | Monarch R N | | 5942 |
| | 6/18/2022 11:57 | Steph | Johnson | AMAZON.C | Amazon | (\$16.38) | physical | '5326 | 8/31/2025 | Visa | | | 105176 | 4617263 | 145217 | steph.john | Monarch R N | | 5942 |
| | 6/17/2022 15:27 | Steph | Johnson | Amazon.co | Amazon | (\$16.08) | physical | '5326 | 8/31/2025 | Visa | | | 105176 | 4617263 | 145217 | steph.john | Monarch R N | | 5942 |

Cover Sheet

Divvy Error & Corrective Action Plan

| | |
|--------------------------|--|
| Section: | II. Finance |
| Item: | C. Divvy Error & Corrective Action Plan |
| Purpose: | Informational |
| Related Material: | Divvy Error Report - MR |

BACKGROUND:

- Steph Johnson will provide a report to make the Board aware of a DIVVY situation that required correction.
- The school has developed a Corrective Action Plan to address the situation and to prevent similar issues.

RECOMMENDATION:

- Provide direction to School Leadership.



Monarch River Academy
3610 E. Ashlan Avenue, Fresno, CA 93726
Ph (559) 258-0800 | Fax 559) 532-0203

DIVVY REPORT

Divvy Expenses

| DATE | AMOUNT |
|------------|-----------|
| 6/19/2022 | \$19.99 |
| 6/22/2022 | \$4.99 |
| 6/24/2022 | \$10.54 |
| 6/24/2022 | \$4.99 |
| 6/25/2022 | \$39.78 |
| 6/26/2022 | \$12.17 |
| 6/26/2022 | \$7.60 |
| 7/2/2022 | (\$10.43) |
| 7/2/2022 | (\$29.35) |
| 7/5/2022 | \$9.99 |
| 7/8/2022 | \$19.99 |
| 7/12/2022 | \$2.99 |
| AMOUNT DUE | \$93.25 |

Unallowable charges are marked in red.

Corrective Action Plan

- As soon as the unallowable charges were recognized, the school notified the Finance Department of the need to correct the issue by either having the staff member to make payment to the school or return the item(s).
- The staff member returned the items and the charges were credited back to the Divvy account.
- Steph Johnson is working with the Finance Team to develop a Divvy checks and balances process and procedure that all staff will need to follow moving forward.
- This would ensure that any errors are caught within a week and not at the end of the month.

Cover Sheet

Unused Planning Amount Fund Use Report

| | |
|--------------------------|--|
| Section: | II Finance |
| Item: | D. Unused Planning Amount Fund Use Report |
| Purpose: | Informational |
| Related Material: | Unused Planning Amount Fund Use Report - MR |

BACKGROUND:

- At the request of the Board, the school is presenting a compilation of data related to unused Planning Amount Funds that were allocated during the 2021-2022 school year.
- The report includes details about what the unused, allocated funds were utilized and in what amount.

RECOMMENDATION:

- Provide direction to School Leadership.

Cover Sheet

Revised Expanded Learning Opportunities (ELO) Grant

| | |
|--------------------------|--|
| Section: | III. Academic Excellence |
| Item: | A. Revised Expanded Learning Opportunities (ELO) Grant |
| Purpose: | Discussion & Potential Action - Vote |
| Related Material: | 2021 - Expanded Learning Opportunities Grant Plan - Monarch River Academy - Revised |

BACKGROUND:

- The school has revised their ELO Grant.

RECOMMENDATION:

- Consider the approval of the Revised Expanded Learning Opportunities (ELO) Grant.

Expanded Learning Opportunities Grant Plan

| Local Educational Agency (LEA) Name | Contact Name and Title | Email and Phone |
|-------------------------------------|--|---|
| Monarch River Academy | Laurie Goodman, Ed.D.- Deputy Director Stephanie Johnson - Executive Director | laurie.goodman@monarchriveracademy.org, (559) 999-5030 steph.johnson@monarchriveracademy.org, (559) 258-0787 |

The following is the local educational agency's (LEA's) plan for providing supplemental instruction and support to students, including those identified as needing academic, social-emotional, and other supports, including the provision of meals and snacks. The plan will explain how the LEA will use the funds it receives through the Expanded Learning Opportunities (ELO) Grant to implement a learning recovery program for at least the students included in one or more of the following groups: low-income students, English learners, foster youth, homeless students, students with disabilities, students at risk of abuse, neglect, or exploitation, disengaged students, and students who are below grade level, including, but not limited to, those who did not enroll in kindergarten in the 2020–21 school year, credit-deficient students, high school students at risk of not graduating, and other students identified by certificated staff.

For specific requirements please refer to the Expanded Learning Opportunities Grant Plan Instructions.

Plan Descriptions

A description of how parents, teachers, and school staff were involved in the development of the plan.

Monarch River Academy Charter School ("MRA") believes that Education Partner input is a key component in the creation of its educational programs and services. To gain input and consultation regarding specific Supplemental Instruction and Support Strategies and expenditures, MRA consulted parents, pupils, school personnel, teachers, administrators, and the community, as an integrated part of the Local Control and Accountability Plan (LCAP) process, in the creation of the Expanded Learning Opportunities Grant Plan.

Additional efforts to gain input and consultation regarding the seven supplemental instruction and support strategies that will be implemented included the administration of electronic surveys to all employees and parents. MRA collected surveys from different Education Partner groups. MRA also collected additional feedback from our Outstanding Direct Intervention (ODI) teachers who have been piloting small-group intervention programs in both English-language arts and Mathematics. This feedback was extremely valuable in the creation of our instructional program offerings.

Virtual meetings were conducted using Zoom on the following dates:

School Site Council Meeting: 10/04/21, 02/28/22, 04/27/22

Parent and Community Meeting: 10/04/21, 02/28/22, 04/27/22

Staff Meeting: 10/04/21, 11/01/21, 12/06/21, 02/07/22, 03/07/22, 04/04/22, 05/02/22

Meeting with Student representatives: 10/04/21, 02/28/22, 04/27/22

Parent Advocacy Committee Meeting: 10/04/21, 10/21/21, 02/28/22, 04/27/22, 05/02/22

ELAC/DELAC Meetings: 10/21/21, 05/02/22

Board Meetings: 08/24/21, 09/07/21, 09/28/21, 10/22/21, 11/16/21, 12/07/21, 01/25/22, 02/28/22, 03/22/22, 04/26/22, 05/17/22, 06/21/22

School leadership including MRA Directors and Assistant Directors met on the following dates to provide consultation and feedback from their staff, students, and parents about MRA's Expanded Learning Opportunity Grant Plan: April 4th, April 29th, and May 2nd. Additionally, MRA directors and Regional Coordinators met on April 4th, April 25th, May 2nd, May 9th, May 16th, and May 23rd. Feedback from Education Partners was collected and analyzed by school leaders in the creation of the Expanded Learning Opportunity Grant Plan. Based on end of year surveys and meetings, the plan was revised and approved by the board on July 26, 2022.

A draft of the original and revised plan was available upon request in the school office so that members of the public would have time to review and provide public comment prior to board approval. MRA advertised the publishing of the draft and invitation for public comment via the Weekly Buzz parent and community newsletter and school website. Education Partners were encouraged to provide feedback by telephone, email, or by mailing written comments to our office.

The Expanded Learning Opportunities Grant Plan was presented to the Board of Directors for review and adoption at a regularly scheduled public meeting on May 25, 2021. The revised plan was presented and adopted by the Board of Directors at a regularly scheduled public meeting on July 26, 2022.

A description of how students will be identified and the needs of students will be assessed.

MRA will utilize its established Multi-tiered System of Support (MTSS) for all students to identify and assess those students in need of supplemental instruction and support as part of a comprehensive learning recovery program, including low-income students, English learners, foster youth, homeless students, students with disabilities, students at risk of abuse, neglect, or exploitation, disengaged students, and students who are below grade level, including, but not limited to, those who did not enroll in kindergarten in the 2020–21 school year, credit-deficient students, high school students at risk of not graduating, and other students identified by certificated staff.

As part of MTSS, MRA utilizes a systematic cycle of assessment, instruction, and data analysis to create meaningful plans of action to measure and improve student academic achievement in the areas of English-language arts and Mathematics. This improvement cycle occurs as part of MRA's Tier 1 academic instructional program. In order to evaluate each student's needs, all students are assessed three times a year using local assessments. Teachers meet in-person when possible at regularly scheduled meetings with learning coaches (at least once each learning period) to review student progress towards mastery of grade-level standards, discuss and apply accelerated learning strategies and effectively addressing learning gaps. Teachers, who are meeting in-person will discuss the social-emotional health needs and academic needs of students. Teachers also meet in-person before school begins and with their regional teams each month to analyze individual and subgroup data and to collaborate on instructional strategies as part of these improvement cycles. The focus will be accelerated learning strategies, addressing learning gaps, and understanding trauma-informed practices to address social-emotional health needs.

Using assessment results and student work samples, teachers are able to identify those students who need targeted Tier 2 academic intervention to improve achievement and address learning gaps. Those students are then given an additional targeted assessment to further

determine the specific area of need. Targeted assessments include the Bader Reading and Language Inventory and grade-level benchmarks. Using the assessment results, teachers will meet in-person and work with learning coaches to assign specific Tier 2 interventions including Outstanding Direct Instruction (ODI) classes and supplemental academic support programs such as Reading Horizons or Math Seeds for a period of 6 weeks. During the 6-week intervention cycle, teachers regularly monitor the progress of students along with learning coaches and ODI teachers. A post-assessment is given upon completion of the 6-week intervention cycle in order to measure progress.

During monthly in-person learning period meetings, teachers are provided with a Social-Emotional Learning (SEL) lesson to use with their families including trauma-informed practices. These lessons contain instruction on one or more of the Collaborative for Academic, Social, and Emotional Learning (“CASEL”) 5: Self-awareness, Social awareness, Self-Management, Relationship Skills, and Responsible Decision Making. Using these lessons, teachers and learning coaches can identify those students who could benefit from additional Tier 2 behavioral interventions to improve achievement. Teachers then work with the learning coach to provide targeted Tier 2 behavioral intervention such as a social-emotional learning strategy in the home or small group social skills training addressing pupils' social-emotional health needs and academic needs.

Utilizing the established MTSS program described above, MRA will identify those students who are performing below grade level in either English-language Arts or Mathematics to participate in a learning recovery program with accelerated learning strategies and effectively addressing learning gaps.

A description of how parents and guardians of students will be informed of the opportunities for supplemental instruction and support.

Utilizing the established MTSS program described above, MRA will identify those students who are performing below grade level or who are credit-deficient in either English-language Arts or Mathematics as eligible for supplemental instruction and support as part of a learning recovery program. Parents and guardians of eligible students will be notified of the opportunities for supplemental instruction and support through multiple methods of communication already in use by our school. These methods include in-person meetings, emails, phone calls, and notifications through our electronic newsletter and website.

As preferred by the majority of our Education Partners, MRA teachers will contact the families of eligible students, extending a personal invitation to participate in supplemental instruction and support. It is believed that a personal invitation from a trusted teacher will be the most effective means of recruitment to maximize participation. The in-person invitation will include information about program eligibility, requirements for participation, sign-up information, and a link to a parent orientation video designed to highlight the benefits of targeted academic and social-emotional supports towards meeting grade-level achievement goals in English-language arts and mathematics. Translation will be provided.

A description of the LEA’s plan to provide supplemental instruction and support.

Monarch River Academy Charter School will implement a learning recovery program that, at a minimum, provides supplemental instruction, accelerated learning strategies, effectively addressing learning gaps including training in facilitating quality and engaging learning opportunities for all pupils as well as support for social and emotional well-being.

MRA will utilize its MTSS program (described above) to identify and assess those students in need of supplemental instruction and support as part of a comprehensive learning recovery program, including low-income students, English learners, foster youth, homeless students, students with disabilities, students at risk of abuse, neglect, or exploitation, disengaged students, and students who are below grade level, including, but not limited to, those who did not enroll in kindergarten in the 2020–21 school year, credit-deficient students, high school students at risk of not graduating, and other students identified by certificated staff. As part of the learning recovery program, MRA will utilize the following 6 strategies:

1. Extend instructional learning time in addition to what is required for the school year by providing summer school and/or tutoring programs to students based on their learning needs.

MRA will provide a summer learning recovery program for students performing below grade level or who are credit-deficient in either English-language Arts or Mathematics as eligible for supplemental instruction and support. The summer learning recovery program will include both general education and special education teachers, paraprofessionals to support small-group and individual learning, and paraprofessionals to provide student support and perform progress monitoring. Curriculum, materials, and supplies required to facilitate learning will be provided for students and staff. Summer school will also include in-person weekly events extending accelerated learning opportunities and social-emotional health needs. Proposed expenditures include:

- 1 summer school coordinator
- 4-6 summer school teachers (2 K-8, 2 HS)
- 2-4 summer school teachers with special education credentials
- 1 transition teacher
- 2 Paraprofessionals
- Continued special education services for participating students with an IEP
- Curriculum, materials, and supplies

2. Teachers will meet in-person if possible with students and learning coaches to accelerate progress to close learning gaps through the planning/implementation, expansion, or enhancement of learning supports including, but not limited to, any of the following:

- a. Tutoring or other one-on-one or small group learning supports provided by certificated or classified staff.
- b. Learning recovery programs and materials designed to accelerate student academic proficiency or English language proficiency, or both.
- c. Resources needed to support learning supports and accelerate the closing of learning gaps.
- d. In-person educator training, for both certificated and classified staff, in accelerated learning strategies and effectively addressing learning gaps, including training in facilitating quality and engaging learning opportunities for all students.

MRA will provide tutoring and other small group support for struggling students during the summer learning recovery program through the help of special education teachers and paraprofessionals using both a push-in model of support and small group instruction.

MRA will provide training for both certificated and classified staff in accelerated learning strategies for all students and for English Learners.

Proposed expenditures include:

- 2 paraprofessionals to support students participating in the summer program through push-in and small group instruction
- 1 transition paraprofessional to support students participating in the summer program
- In-person training and materials for educators in accelerated learning strategies

3. Integrate student supports to address other barriers to learning, such as the provision of health, counseling, or mental health services, or

programs to address student trauma and social-emotional learning, or referrals for support for family or student needs. MRA will provide SEL curriculum, materials, and supplies for teachers including in-person training during RC meetings and meeting in-person during learning period meetings to support students and families.

4. Provide supports for credit deficient students to complete graduation or grade promotion requirements and to increase or improve students' college eligibility.

- MRA will hire a teacher and a paraprofessional to support the summer learning recovery program specifically to provide student support and progress monitoring for high school students who are credit deficient or who need to complete graduation requirements to increase or improve students' college eligibility.
- Expand the high school support team with an additional high school success coordinator to meet with students.
- Revise and expand high school graduation plans through in-person meetings with students and learning coaches.
- Community events to support high school students through engaging learning opportunities and SEL opportunities.
- 1 paraprofessional to support students participating in the summer program for progress monitoring

5. Provide additional academic services for students, such as diagnostic, progress monitoring, and benchmark assessments of student learning.

- MRA will hire a paraprofessional to support the summer learning recovery program specifically to provide student support and progress monitoring for K-8 students who are in need of support.
- 1 paraprofessional to support students participating in the summer program for progress monitoring.
- Expand academic services through in-person community events which provide learning opportunities to effectively address learning gaps and social emotional learning.
- Provide curriculum and resources for in-person student community events to provide additional academic services.

6. Provide in-person training for school staff on strategies, including trauma-informed practices, to engage students and families in addressing students' social-emotional health needs and academic needs.

MRA will provide in-person training for both certificated and classified staff in social-emotional learning programs that address student trauma and social-emotional learning. SEL curriculum, materials, and supplies will also be made available for students and families.

All services provided to students with Individualized Learning Plans ("IEPs") will be delivered in accordance with the student's IEP.

Expenditure Plan

The following table provides the LEA's expenditure plan for how it will use ELO Grant funds to support the supplemental instruction and support strategies being implemented by the LEA.

| Supplemental Instruction and Support Strategies | Planned Expenditures | Actual Expenditures |
|--|-----------------------------|----------------------------|
| Extending instructional learning time | 5,000 | |
| Accelerating progress to close learning gaps through the implementation, expansion, or enhancement of learning supports | 110,000 | |
| Integrated student supports to address other barriers to learning | 18,500 | |
| Community learning hubs that provide students with access to technology, high-speed internet, and other academic supports | 0 | |
| Supports for credit deficient students to complete graduation or grade promotion requirements and to increase or improve students' college eligibility | 10,000 | |
| Additional academic services for students | 14,000 | |
| Training for school staff on strategies to engage students and families in addressing students' social-emotional health and academic needs | 10,500 | |
| Total Funds to implement the Strategies | 168,000 | |

A description of how ELO Grant funds are being coordinated with other federal Elementary and Secondary School Emergency Relief Funds received by the LEA.

Through an analysis of stakeholder input, state and local data, related budget priorities, and various funding sources, MRA has coordinated the assignment of programs and services to the various federal Elementary and Secondary School Emergency Relief funds received by the

school, including funds received from the Elementary and Secondary School Emergency Relief (ESSER) Fund provided through the federal Coronavirus Response and Relief Act of 2021, also known as ESSER II, to maximize support for students and staff.

Expanded Learning Opportunities Grant Plan Instructions: Introduction

The Expanded Learning Opportunities Grant Plan must be completed by school districts, county offices of education, or charter schools, collectively referred to as Local Educational Agencies (LEAs), that receive Expanded Learning Opportunities (ELO) Grant funds under California *Education Code (EC)* Section 43521(b). The plan must be adopted by the local governing board or body of the LEA at a public meeting on or before June 1, 2021, and must be submitted to the county office of education, the California Department of Education, or the chartering authority within five days of adoption, as applicable. The plan must be updated to include the actual expenditures by December 1, 2022.

For technical assistance related to the completion of the Expanded Learning Opportunities Grant Plan, please contact ELOGrants@cde.ca.gov or <mailto:lcff@cde.ca.gov>

Instructions: Plan Requirements

An LEA receiving ELO Grant funds under *EC* Section 43521(b) is required to implement a learning recovery program that, at a minimum, provides supplemental instruction, support for social and emotional well-being, and, to the maximum extent permissible under the guidelines of the United States Department of Agriculture, meals and snacks to, at a minimum, students who are included in one or more of the following groups:

- low-income,
- English learners,
- foster youth,
- homeless students,
- students with disabilities,
- students at risk of abuse, neglect, or exploitation,
- disengaged students, and
- students who are below grade level, including, but not limited to, those who did not enroll in kindergarten in the 2020–21 school year, credit-deficient students, high school students at risk of not graduating, and other students identified by certificated staff.

For purposes of this requirement

- “Supplemental instruction” means the instructional programs provided in addition to and complementary to the LEAs regular instructional programs, including services provided in accordance with an individualized education program (IEP).
- “Support” means interventions provided as a supplement to those regularly provided by the LEA, including services provided in accordance with an IEP, that are designed to meet students’ needs for behavioral, social, emotional, and other integrated student supports, in order to enable students to engage in, and benefit from, the supplemental instruction being provided.
- “Students at risk of abuse, neglect, or exploitation” means students who are identified as being at risk of abuse, neglect, or exploitation in a written referral from a legal, medical, or social service agency, or emergency shelter.

EC Section 43522(b) identifies the seven supplemental instruction and support strategies listed below as the strategies that may be supported with ELO Grant funds and requires the LEA to use the funding only for any of these purposes. LEAs are not required to implement each supplemental instruction and support strategy; rather LEAs are to work collaboratively with their community partners to identify the

supplemental instruction and support strategies that will be implemented. LEAs are encouraged to engage, plan, and collaborate on program operation with community partners and expanded learning programs, and to leverage existing behavioral health partnerships and Medi-Cal billing options in the design and implementation of the supplemental instruction and support strategies being provided (*EC* Section 43522[h]).

The seven supplemental instruction and support strategies are:

1. Extending instructional learning time in addition to what is required for the school year by increasing the number of instructional days or minutes provided during the school year, providing summer school or intersessional instructional programs, or taking any other action that increases the amount of instructional time or services provided to students based on their learning needs.
2. Accelerating progress to close learning gaps through the implementation, expansion, or enhancement of learning supports including, but not limited to, any of the following:
 - a. Tutoring or other one-on-one or small group learning supports provided by certificated or classified staff.
 - b. Learning recovery programs and materials designed to accelerate student academic proficiency or English language proficiency, or both.
 - c. Educator training, for both certificated and classified staff, in accelerated learning strategies and effectively addressing learning gaps, including training in facilitating quality and engaging learning opportunities for all students.
3. Integrated student supports to address other barriers to learning, such as the provision of health, counseling, or mental health services, access to school meal programs, before and after school programs, or programs to address student trauma and social-emotional learning, or referrals for support for family or student needs.
4. Community learning hubs that provide students with access to technology, high-speed internet, and other academic supports.
5. Supports for credit deficient students to complete graduation or grade promotion requirements and to increase or improve students' college eligibility.
6. Additional academic services for students, such as diagnostic, progress monitoring, and benchmark assessments of student learning.
7. Training for school staff on strategies, including trauma-informed practices, to engage students and families in addressing students' social-emotional health needs and academic needs.

As a reminder, *EC* Section 43522(g) requires that all services delivered to students with disabilities be delivered in accordance with an applicable IEP.

Fiscal Requirements

The following fiscal requirements are requirements of the ELO grant, but they are not addressed in this plan. Adherence to these requirements will be monitored through the annual audit process.

- The LEA must use at least 85 percent (85%) of its apportionment for expenditures related to providing in-person services in any of the seven purposes described above.
- The LEA must use at least 10 percent (10%) of the funding that is received based on LCFF entitlement to hire paraprofessionals to provide supplemental instruction and support through the duration of this program, with a priority for full-time paraprofessionals. The supplemental instruction and support provided by the paraprofessionals must be prioritized for English learners and students with disabilities. Funds expended to hire paraprofessionals count towards the LEAs requirement to spend at least 85% of its apportionment to provide in-person services.

- An LEA may use up to 15 percent (15%) of its apportionment to increase or improve services for students participating in distance learning or to support activities intended to prepare the LEA for in-person instruction, before in-person instructional services are offered.

Instructions: Plan Descriptions

Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broad understanding among the LEA's local community.

A description of how parents, teachers, and school staff were involved in the development of the plan

Describe the process used by the LEA to involve, at a minimum, parents, teachers, and school staff in the development of the Expanded Learning Opportunities Grant Plan, including how the LEA and its community identified the seven supplemental instruction and support strategies that will be implemented. LEAs are encouraged to engage with community partners, expanded learning programs, and existing behavioral health partnerships in the design of the plan.

A description of how parents and guardians of students will be informed of the opportunities for supplemental instruction and support.

Describe the LEA's plan for informing the parents and guardians of students identified as needing supplemental instruction and support of the availability of these opportunities, including an explanation of how the LEA will provide this information in the parents' and guardians' primary languages, as applicable.

A description of how students will be identified and the needs of students will be assessed

Describe the LEA's plan for identifying students in need of academic, social-emotional, and other integrated student supports, including the LEA's plan for assessing the needs of those students on a regular basis. The LEA's plan for assessing the academic needs of its students may include the use of diagnostic and formative assessments.

As noted above in the Plan Requirements, "other integrated student supports" are any supports intended to address barriers to learning, such as the provision of health, counseling, or mental health services, access to school meal programs, before and after school programs, or programs to address student trauma and social-emotional learning, or referrals for support for family or student needs.

A description of the LEA's plan to provide supplemental instruction and support

Describe the LEA's plan for how it will provide supplemental instruction and support to identified students in the seven strategy areas defined in the Plan Requirements section. As a reminder, the LEA is not required to implement each of the seven strategies; rather the LEA will to work collaboratively with its community to identify the strategies that will be implemented. The plan must include a description of how supplemental instruction and support will be provided in a tiered framework that bases universal, targeted, and intensive supports on students' needs for academic, social-emotional, and other integrated student supports. The plan must also include a description of how the services will be provided through a program of engaging learning experiences in a positive school climate.

As a reminder, *EC* Section 43522(g) requires that all services delivered to students with disabilities be delivered in accordance with an applicable individualized education program. Additionally, LEAs are encouraged to collaborate with community partners and expanded learning programs, and to leverage existing behavioral health partnerships and Medi-Cal billing options in the implementation of, this plan (*EC* Section 43522[h]).

Instructions: Expenditure Plan

The 'Supplemental Instruction and Support Strategies' column of the Expenditure Plan data entry table lists the seven supplemental instruction and support strategies that may be supported with ELO Grant funds.

Complete the Expenditure Plan data entry table as follows:

In the 'Planned Expenditures' column of the data entry table, specify the amount of ELO Grant funds being budgeted to support each supplemental instruction and support strategies being implemented by the LEA and the total of all ELO Grant funds being budgeted.

The plan must be updated to include the actual expenditures by December 1, 2022. In the 'Actual Expenditures' column of the data entry table the LEA will report the amount of ELO Grant funds that the LEA actually expended in support of the strategies that it implemented, as well as the total ELO Grant funds expended.

A description of how these funds are being coordinated with other federal Elementary and Secondary School Emergency Relief Funds received by the LEA

Describe how the LEA is coordinating its ELO Grant funds with funds received from the federal Elementary and Secondary School Emergency Relief (ESSER) Fund provided through the federal Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (Public Law 116-260), also known as ESSER II, to maximize support for students and staff.

California Department of Education
March 2021

Cover Sheet

Parent & Family Engagement Policy

Board Policy No. 1100

| | |
|--------------------------|--|
| Section: | III. Academic Excellence |
| Item: | B. Parent & Family Engagement Policy |
| Purpose: | Discussion & Potential Action - Vote |
| Related Material: | 1100 - Parent & Family Engagement Policy - MR |

BACKGROUND:

- A school that receives Title I, Part A funds shall develop jointly with, agree on with, and distribute to, parents and family members of participating children a written parent and family engagement policy. The policy shall be incorporated into the school's plan developed under ESSA Section 1112, establish the agency's expectations and objectives for meaningful parent and family involvement, and describe how the agency will (ESSA Section 1116[a][2])

RECOMMENDATION:

- Consider the approval of Board Policy No. 1100 - Parent & Family Engagement Policy.



Monarch River Academy

Community Relations | Family

PARENT & FAMILY ENGAGEMENT POLICY

Learning and Educational Agencies and schools receiving federal funding are required to implement a parent and family engagement policy under federal law. See 20 U.S.C. § 6318.

1. Introduction

Research has shown that the attitudes, behavior and achievement of children are enhanced when parents or other caregivers are involved in their children's education. To that end, the Monarch River Academy (the "School") has adopted this parent and family engagement policy in order to promote learning and provide a more positive learning experience for the students of its school. Within this policy, the word "parent" is employed. This word is intended to reach any caregiver of students enrolled in the School, including but not limited to, parents, guardians, grandparents, aunts, uncles, foster parents, stepparents, etc. This policy is incorporated into the School's plan developed pursuant to federal law, and submitted to the California Department of Education with the School's Consolidated Application.

2. Involvement in Drafting the School Plan

Parents and family members of participating children will be involved in the development of the School Plan required by federal law. On an annual basis, the School will submit the School Plan to the Governing Board for review and suggested changes after holding a parent meeting and before the plan is submitted to the California Department of Education (CDE) with the Consolidated Application. In addition, all parents of participating children will annually be invited to review the School plan and submit comments.

If the School Plan is not satisfactory to the parents of participating children, the School will submit any comments from parents of participating children with the School plan when it is submitted to the CDE.

3. Coordination, Technical Assistance, & Other Support

The School will ensure the coordination, technical assistance, and other support necessary to planning and implementing effective parent and family engagement activities to improve student academic achievement and school performance in the following ways:

- The School will distribute 95% of the funds reserved pursuant to federal law (20 U.S.C. § 6318(a)(3)(A)) to the school for parent involvement activities;
- The School (Board and school leaders) will collaborate to devise a timeline for parental involvement activities throughout the school year and create a follow up tool to ensure that the activities occur.



- The School will develop the necessary technical assistance for planning and implementing effective parent involvement activities to improve student academic achievement and school performance.

4. Annual Meeting

Within 60 days of the first day of school, the School shall convene an annual meeting to which all parents of children participating in Title I, Part A programs are invited and encouraged to attend. The School will hold two additional meetings to ensure the maximum parental participation, providing the same information, to be offered at flexible times, such as in the morning or evening.

The information provided at the meetings will inform parents of the School's receipt of Title I, Part A funds and the specific requirements of Title I, Part A. Additionally, parents shall be informed of their rights to be involved in Title I, Part A programs.

5. Notice

Within 60 days of the beginning of school, the School will send through electronic methods a notice to all parents containing, but not limited to, the following information:

- Information about Title I, Part A programs;
- An explanation of the requirements of Title I, Part A programs;
- A description of the rights parents have for participation in Title I, Part A programs;
- A description (including timing of meetings, location, etc.) of how parents can participate in the planning, review, and/or improvement of the Parent & Family Engagement and the school-wide program.
- A description and explanation of the curriculum in use at the School, the forms of academic assessment used to measure student progress and the achievement levels of the challenging State academic standards;
- An invitation to attend the annual meeting and additional meetings, providing information about the purpose of the meetings and the dates and times.
- A copy of the most current Parent & Family Engagement Policy and a feedback process for parents to comment on its content.

In addition to mailing this notice to parents of participating children, the School will post the information on its website.

6. Title I, Part A Program Involvement

In order to involve parents in an organized, ongoing and timely way in the planning, review and improvement of Title I, Part A programs, the Parent & Family Engagement Policy and the school-wide program plan, the School will involve parents of participating students as follows:



- The School will conduct two Family Learning Nights each year where all parents of participating children will be invited to the School to learn about the different Title I, Part A programs, details of this policy and the school-wide program plan. These meetings will be held at flexible times.
- The School will publish a regular newsletter with notification of upcoming participation opportunities.
- Each year, the School will hold an End of School Night, at which parents of participating children will be invited to review Title I, Part A programs, the parent involvement policy and the school-wide program plan and recommend any changes.
- If the school-wide program plan is not satisfactory to parents of participating children, the School will submit any parent comments on the plan when it submits the plan.

7. Building Capacity for Involvement

A. Standards, Assessments, Title I Requirements, Monitoring Progress and Improving Student Achievement

In order to ensure effective parental involvement and support a partnership among the School, parents, and the community to improve student academic achievement, the School will provide the following programs to assist parents in understanding the challenging State academic standards, State student academic achievement standards, State and local academic assessments, Title I requirements, and how to monitor their child's progress and work with educators to improve the academic achievement of their children (collectively referred to "Standards and Requirements"):

- The School will include one of parent on its Board of Directors;
- The School will regularly publish in its newsletter, and/or on its website, descriptions and explanations of State academic content standards and State student academic achievement standards, State and local academic assessments, Title I requirements, and how to monitor their child's progress and work with educators to improve the academic achievement of their children.
- Regular meetings will be held by the School to discuss how parents can work with educators to improve their child's academic achievement.
- The School will hold a variety of workshops, in-services, and events on topics such as, but not limited to, mathematics, reading, and writing strategies, discussions on curriculum options and its correlation to the State's academic content standards and academic achievement standards, and workshops to learn about State and local academic assessments and to take sample tests.

B. Helping Parents to Work with their Children

In an effort to foster parental involvement, the School will provide materials and training to help parents to work with their children to improve their children's achievement through the following programs:



- The School will hold workshops for parents and students to learn how to use computers and the internet in accordance with the School's internet use policy. The training will enable parents to access their children's schoolwork, communicate with teachers, and review information posted about the School.
- The School will provide workshops for parents that bond families around reading and using the public library.

C. Education on Parent Involvement

The School will annually educate teachers and other school staff, with the assistance of parents, in the value and utility of contributions of parents, and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs and build ties between parents and the School. The training shall take place each year in staff orientations, annual staff development materials, and other in-service training held throughout the school year.

In order to better understand what works best for the current parents of participating children attending the School, the education will take place after the following research is completed:

- A survey will be sent home to parents of participating students that solicits information on what skills each parent has to offer the School and what types of parental involvement programs in which parents would most likely participate.
- Parent input regarding what types of parental involvement programs parents would most likely participate in will be sought at the Parent Advocacy Meeting(s).

8. Coordination with Other Programs

The School shall, to the extent feasible and appropriate, coordinate and integrate parent involvement programs and activities with other federal, state and local programs, including public preschool programs and conduct other activities, such as parent resource centers, that encourage and support parents in more fully participating in the education of their children.

The School will coordinate and integrate parent involvement programs and activities with these programs as follows:

1. requiring that the school conduct meetings involving parents, kindergarten or elementary school teachers, and Head Start teachers or, if appropriate, teachers from other early childhood development programs such as the Early Reading First program, to discuss the developmental and other needs of individual children;
2. developing and implementing a systematic procedure for receiving records regarding such children, transferred with parental consent from a Head Start program or, where applicable, another early childhood development program such as the Early Reading First program



9. Annual Evaluation

The School, with the involvement of parents, shall conduct an annual evaluation of the content and effectiveness of this family involvement policy in improving the academic quality of the schools served under Title I, Part A, including identifying barriers to greater participation by parents in activities under federal law. The School will pay particular attention to parents who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy, or are of any racial or ethnic minority background. The School will use the findings of such evaluation to design strategies for more effective parental involvement and to revise, if necessary, this family involvement policy.

10. School-Parent Compact

At the beginning of each school year, the School will enter into School-Parent Compacts with parents of participating children. The School-Parent Compact will outline how parents, the entire school staff and students will share the responsibility for improved student academic achievement and the means by which the School and parents will build and develop a partnership to help children achieve the State's high standards.

The School will seek out input from parents to annually evaluate the effectiveness of the School Parent Compact and provide feedback and suggestions for revision.

11. Involvement of Parents of Limited English Proficient Students, Disabled Parents, & Parents of Migratory Children

The School shall implement an effective means of outreach to parents and family members of limited English proficient students to inform them regarding how they can be involved in the education of their children, and be active participants in assisting their children to attain English proficiency, achieve at high levels in core academic subjects and meet challenging State academic achievement standards and State academic content standards expected of all student. To accomplish this goal, the School will do the following:

- The School will hold regular meetings, and send notice of these meetings, for the purpose of formulating and responding to recommendations from parents of participating children.
- The School will provide language translators at parent meetings to the extent practicable.
- The School will schedule meetings to enable families to share information about culture, background, children's talents and particular needs for the schools.

The School will provide full opportunities for participation of parents with disabilities and parents of migratory children. To accomplish this goal, the School will do the following:

- If any parent needs a disability-related modification or accommodation, including auxiliary aids or services, to participate, they need only contact the School at least



72 hours before the scheduled event so every reasonable effort can be made to provide the accommodation.

12. Notices

In accordance with federal law, the School will provide the following notices to parents of children attending Title I, Part A schools:

- Annual report card
- A notice regarding the parent's right to request information regarding the following:
 - Professional qualifications of the student's teacher(s);
 - The level of achievement and academic growth of the student, if applicable and available, on each of the State academic assessments and timely notice that the student has been assigned, or has been taught for four or more consecutive weeks by, a teacher who does not meet applicable State certification or licensure requirements at the grade level and subject area in which the teacher has been assigned.
 - Information regarding any State or School policy regarding student participation in any assessments mandated by federal law and by the State and School, which shall include a policy, procedure or parental right to opt the child out of such assessment, where applicable.
- The notice regarding language instruction programs.
- Any other notices required by law.

13. Miscellaneous

The School shall ensure that all information related to School and parent programs, meetings, and other activities is sent to the parents of participating children in a format and, to the extent practicable, in a language the parents can understand.

The School will provide other reasonable support for parental involvement activities as requested by parents.

Adopted: July 26, 2022

Cover Sheet

Grade Level Promotion & Acceleration Policy & Retention Criteria

Board Policy No. 5200

| | |
|--------------------------|---|
| Section: | III. Academic Excellence |
| Item: | C. Grade Level Promotion & Acceleration Policy & Retention Criteria |
| Purpose: | Discussion & Potential Action (Vote) |
| Related Material: | 5200 - Grade Level Promotion & Acceleration Policy & Retention Criteria - MR |

BACKGROUND:

- The school is revising the Grade Level Promotion & Acceleration Policy & Retention Criteria.
- Main changes include:
 - Update “Homeschool Teacher” to “Teacher”
 - Remove “I Can Statements” as they are no longer being used by the school.
 - Removal of the Parent Appeal Process as charter schools are not required to include this as part of the promotion, acceleration, and or retention process.

RECOMMENDATION:

- Consider the approval of Board Policy No. 5200 - Grade Level Promotion & Acceleration Policy & Retention Criteria.



Monarch River Academy

Students | Grade Level

GRADE LEVEL PROMOTION & ACCELERATION POLICY & RETENTION CRITERIA

Monarch River Academy (School) is committed to making individual decisions on grade level acceleration based on the long-term, best interest of the individual student. Staff is committed to helping all students realize their fullest potential, when high academic achievement is evident, staff may request a student for acceleration into a higher grade level. The student's maturity level shall be taken into consideration in making a determination to accelerate a student.

The purpose of the Monarch River Academy Governing Board approving this Grade Level Promotion & Acceleration Policy and Retention Criteria is to accomplish the following:

1. Outline the Promotion Policy
2. Outline the Acceleration Policy
3. Outline the Retention Criteria
- ~~4. Outline the Appeals Process for Parents~~
- ~~4~~5. Establish the Process for IDEA/504 Students
- ~~5~~6. Outline the Charter School Rights

1. Promotion Policy:

K-8: Each K-8 student will be enrolled in four core subjects: Language Arts, Mathematics, Science, Social Studies, and include enrichment opportunities like art, music, athletics, world languages, technology, field trips, and virtual and in-person community and social experiences, providing a well-rounded education. Students shall progress through the grade levels by demonstrating growth in learning and working appropriately towards grade level mastery .

High School: High school students can select courses from a variety of learning programs. Students will be enrolled in a minimum of 20 credits per semester (4 classes) unless considered a fifth-year senior. If the student is taking courses at a community college, he/she must meet with his/her counselor to obtain approval prior to enrolling in the community college courses.

Required Courses for All High School Grade Levels*:

- English-Language Arts
- Mathematics
- Science
- Social Studies/History

*This depends on the student's individual graduation plan and course progression.

Four-Year Plan for High School Students: Supervising Teachers develop a four-year individual graduation plan (IGP) for each high school student. The IGP will be reviewed by the Guidance Counselor and/or Regional Administrator and revisited annually (unless necessary due to mid-year course changes). The four-year individual graduation plan will include:

- Learning Program
- Student's intended courses
- Courses completed
- Course of Study
- College and/or Career path

2. Acceleration Policy:

If a student has completed all grade level requirements and is requesting to accelerate to the following grade mid-year, a determination must be made as to whether it is in the best interest of the student. This determination is made by the ~~Homeshool~~ Teacher and the Student Support Team with input from the parent/guardian Learning Coach.

If promoted, the student will need to complete the curriculum for the promoted grade by the end of the current school year.

Mid-Year Grade Level Acceleration Requests: The decision to promote a student mid-year will be made only after careful consideration has been given with regards to serving the academic best interests of the student. Mid-year promotions are approved or denied at the end of the first semester. If a student is promoted at the end of the first semester, he/she should be on target to complete all courses at his/her promoted grade level by the end of the school year. 8th to 9th grade acceleration requests are only considered in the fall semester before the high school add/drop date.

A child who ~~is~~was not age-eligible for kindergarten (that is, the child turned five after September 1) and who attended a California private school kindergarten for a year is viewed by the CDE as *not legally enrolled* in kindergarten, pursuant to *EC* Section 48000

requirements. Therefore, this child, upon enrollment in public school, is enrolled in kindergarten, assessed, and may (but is not required to) be immediately promoted to first grade if the child meets the following State Board of Education criteria, pursuant to Title 5, Section 200:

- The child is at least five years of age.
- The child has attended a public school kindergarten for a long enough time to enable school personnel to evaluate the child's ability.
- The child is in the upper 5 percent of the child's age group in terms of general mental ability.
- The physical development and social maturity of the child are consistent with the child's advanced mental ability.
- The parent or guardian has filed a written statement with the district that approves placement in first grade.

A statement, signed by the School~~district~~ and parent/guardian, is placed in the official school records for these five-year-olds who have been advanced to first grade (EC Section 48011). This action prevents a subsequent audit exception for first grade placement of an *age ineligible* student.

Procedure: In order for the School to make sound academic decisions regarding mid-year grade level promotions, the following process will be followed:

Parent/Guardian:

Parent/Guardian Request: Parents/Guardians may request that the teacher promote their child one grade level at the end of the 1st semester.

Teacher:

If the student's teacher agrees that a review for mid-year grade level promotion is appropriate, the teacher will complete a request for acceleration into a higher grade level and take the student's maturity level into consideration. The request should be sent to the Assistant Director(s). Requests must be received by email prior to Winter Break.

- If the student's assessment results are not above grade level, the teacher needs to provide documentation with a written request regarding why promotion is in the student's best interest.
- If the student is not on track to complete all courses at the grade level he/she would be promoted to, the teacher will need to explain in the written request why a promotion would be in the student's best interest.
- Information regarding prior grade retention and the circumstances of such.

It is the policy of The Charter School, pursuant to Education Code 220-221.1, that no person on the basis of sex, race, national origin, ancestry, creed, pregnancy, marital or parental status or physical, mental, emotional or learning disability shall be discriminated against.

Student Assessment Records (a combination of the following may be used to assess the student's readiness to promote):

Scores should be on the first page of all scored documents. The Language Arts and Math diagnostic assessments should demonstrate the student's independent ability and be administered by the teacher and done in person (or via Zoom supervised by the teacher) at a teacher/student/family meeting, and not administered by the parent/guardian.

- Score report for In-house Benchmark Assessment such as Star360
- Language Arts Diagnostic Assessment, such as Bader Reading Assessment or Moby Max
- Writing Sample, completed independently
- Math Diagnostic Assessment, such as Moby Max
- Work samples
- Summary of grade-level curriculum completion
- ~~Summary of grade level "I-Can Statement" Mastery~~
- Parent written analysis: a compelling reason for the grade change
- Recommendation from the ~~Homeschool~~ Teacher (~~HST~~), or Student Support Team Coordinator

3. Retention of Students Grades 1st-8th:

Students in grades 1st through 8th grade are not considered for retention which is based on extensive research that demonstrates that retention is not an effective course of action for students not meeting grade level benchmarks in all areas. When a student is identified as not meeting typical benchmarks in either academic and behavioral areas, the student will enter into a targeted intervention program after an SST process takes place. Parents have no-the right to appeal the denial of a retention through an appeal process.

Kindergarten Retention Criteria:

Students can be retained in grade Kindergarten based upon current law. Kindergarten students who have completed one year of Kindergarten shall be admitted to First Grade unless the parent/guardian and the School agree that the student shall continue in Kindergarten for not more than one additional school year. Students who attended both Transitional Kindergarten and Kindergarten cannot be retained. The decision to retain will be based on the student's progress on the Desired Results Developmental Profile for Kindergarten, as well as on indicators of academic achievement in reading, English Language Arts, and Mathematics after intervention has been implemented (Ed Code 48011).



Whenever a student may need to continue in Kindergarten for an additional year, the School Staff shall hold a Student Success Team meeting and secure an agreement, signed by the parent/ guardian, stating that the student shall continue in kindergarten for not more than one additional school year. (Ed Code 46300)

4. Appeals and Parent Rights:

~~Parents have the right to appeal a decision made by the Academic Team. If a parent wishes to appeal, they would complete the following steps:~~

- ~~● Appeal to School Administrator in writing.~~
- ~~● School Administrator responds within two (2) weeks.~~
- ~~● If not resolved, parents may appeal to the School Board at the next regularly scheduled board meeting.~~
- ~~● The School Board meets in a closed session and will send the parent or guardian a response in writing~~

45. IDEA/504 Students: Students who participate in special education/504 plans have their education program and decision making process affected by state and federal regulations; therefore, decision-making in the area of grade promotion/retention is first governed by state and federal requirements.

56. The Charter School Rights: The policy adopted pursuant to this section shall be adopted at a public meeting of the Governing Board of The Charter School. Nothing in this section shall be construed to prohibit the retention, promotion or acceleration of a pupil not included in grade levels identified in this policy, or for reasons other than those specified for pupils at risk for retention, if such retention is determined to be appropriate for that pupil. Nothing in this section shall be construed to prohibit the Governing Board from adopting promotion, acceleration and retention policies that exceed the criteria established in the California Ed. Code 48070.5, Promotion or Retention of Pupils.

Adopted: July 26, 2022

It is the policy of The Charter School, pursuant to Education Code 220-221.1, that no person on the basis of sex, race, national origin, ancestry, creed, pregnancy, marital or parental status or physical, mental, emotional or learning disability shall be discriminated against.

Cover Sheet

Travel & Expense Reimbursement Policy

Board Policy No. 3100

| | |
|--------------------------|--|
| Section: | IV. Operations |
| Item: | A. Travel & Expense Reimbursement Policy |
| Purpose: | Closed Session |
| Related Material: | 3100 - Travel & Expense Reimbursement Policy - MR |

BACKGROUND:

- The school has developed a formal process for staff to request travel and outline allowable reimbursement items.

RECOMMENDATION:

- Consider the approval of Board Policy No. 3100 - Travel & Expense Reimbursement Policy



Monarch River Academy

Business | Non-Instructional

TRAVEL & EXPENSE REIMBURSEMENT POLICY

Travel Arrangements

Travel Arrangements to events must be pre-approved by the Executive Director in advance using the [Professional Development/Travel Request Form](#). Staff making the arrangement should always strive to obtain the best possible price. Unless charter school administrators consider something an emergency, travel arrangements should be made at least 15 days in advance to obtain better pricing. Employees should provide an itemized receipt from the hotel that details all charges and dates, and clearly indicates for whom the lodging was provided. Documents should include any itemized receipts for parking, tolls, car rentals, taxis, food, and other expenditures related to the travel for which the employee obtained prior approval.

Purpose

Monarch River Academy (School) recognizes that employees may be required to travel or incur other expenses from time to time. The purpose of this Policy is to ensure that (a) adequate cost controls are in place, (b) travel and other expenditures are appropriate, and (c) to provide a uniform and consistent approach for the timely reimbursement of authorized expenses incurred by Personnel. The School's policy is to reimburse only reasonable and necessary expenses actually incurred by Personnel.

When incurring business expenses, the school expects Personnel to:

- Exercise discretion and good business judgment with respect to those expenses.
- Be cost-conscious and spend money as carefully and judiciously as the individual would spend his or her own funds.
- Report expenses, supported by required documentation, as they were actually spent.

Expense Report

Expenses will not be reimbursed unless the individual requesting reimbursement submits a written Expense Report. The Expense Report, which shall be submitted at least monthly or within two weeks of the completion of travel if travel expense reimbursement is requested must include:

- The individual's name
- If reimbursement for travel is requested, the date, origin, destination, and purpose



of the trip.

- An itemized list of all expenses for which reimbursement is requested.

Receipts

Receipts are required for all expenditures billed directly to the school, such as airfare and hotel charges. No expense will be reimbursed to Personnel unless the individual requesting reimbursement submits with the Expense Report original receipts from each vendor showing the vendor's name, a description of the services provided (if not otherwise obvious), the date, and the total expenses, including tips (if applicable). A credit card receipt or statement may be used to document the vendor and date of an expense, provided other required details of the expenditure are fully documented.

Organization Credit Cards

If a corporate credit card is issued to personnel for travel (and other) organization---related expenses, the requirements for regular expense reports, explaining charges, as described above under "Expenses Reports" must still be met, and charges may not be made for "Non--Reimbursable Expenditures" as described below. Failure to meet the Expense Report requirements, or making inappropriate charges will result in loss of the credit card.

General Travel Requirements

In determining the reasonableness and necessity of travel expenses, Personnel and the person authorizing the travel shall consider the ways in which the school will benefit from the travel and weigh those benefits against the anticipated costs of the travel. The same considerations shall be taken into account in deciding whether the benefits to the school outweigh the costs, less expensive alternatives, such as participation by telephone or video conferencing, or the availability of local programs or training opportunities, shall be considered.

Air Travel

Air travel should be authorized by an administrator when he or she deems it reasonable, when it results in cost savings, and when it promotes the efficiency of the employee. Airfares are reimbursable at actual cost. Business-class and first-class travel should not be allowed. Board policy may authorize the use of aircraft privately owned by an employee if the employee has a valid United States pilot license and carries insurance with at least minimum coverage for public liability and property damage as specified by the state of California. Reimbursement should be at the current approved rate per statute mile, applied to the shortest air route from origin to destination.



Lodging

Personnel traveling on behalf of the school may be reimbursed at the single room rate in a “business economy” or “budget” hotel for the reasonable cost of hotel accommodations i.e. Comfort Inn, Fairfield Inn, Days Inn, Hampton Inn, etc. Convenience, the cost of staying in the city in which the hotel is located, and proximity to other venues on the individual’s itinerary shall be considered in determining reasonableness. Personnel shall make use of available corporate and discount rates for hotels.

Out-Of-Town Meals

Employees traveling on approved charter school business may choose to be reimbursed for the actual costs of meals, or receive a per diem meal allowance. Actual meal costs require itemized receipts; per diem meal costs do not. The charter school will consult the GSA website when creating a policy for per diem meal reimbursement. For non-per-diem meals, an itemized receipt must be submitted showing the cost of food, beverages, and gratuities, including the name of every person for whom food or a beverage was provided, and the business purpose.

FY 2022 Rates for California

| County | M&IE Total | Continental/ Breakfast | Lunch | Dinner | Incidental Expenses | First & Last Day of Travel |
|--------|---------------|---------------------------|-------|--------|------------------------|-------------------------------|
| Fresno | \$69 | \$16 | \$17 | \$31 | \$5 | \$51.75 |

Gratuity paid in excess of the charter school policy, unless automatically assessed by the restaurant, could be considered a gift of public funds.

Entertainment expenses are not allowed. Entertainment expenses include, but are not limited to movies, nightclubs, and sporting events.

Ground Transportation

Employees are expected to use the most economical ground transportation appropriate under the circumstances and should generally use the following, in this order of desirability:

Courtesy Cars. Many hotels have courtesy cars, which will take you to and from the airport at no charge. Employees should take advantage of this free service whenever possible. Another alternative may be a shuttle or bus.



Taxis. When courtesy cars and airport shuttles are not available, a taxi is often the next most economical and convenient form of transportation when the trip is for a limited time and minimal mileage is involved.

Rental Cars. Car rentals are expensive so other forms of transportation should be considered when practical. Employees will be allowed to rent a car while out of town provided that the cost is less than alternative methods of transportation.

Personal Cars

Personnel is compensated for use of their personal cars when used for business travel. When individuals use their personal car for such travel, including travel to and from the airport, mileage will be allowed at the currently approved IRS rate per mile. In the case of individuals using their personal cars to take a trip that would normally be made by air, mileage will be allowed at the currently approved rate; however, the total mileage reimbursement will not exceed the sum of the lowest available round trip coach airfare.

Parking/Tolls

Parking and toll expenses, including charges for hotel parking, incurred by Personnel traveling on organization business will be reimbursed. The costs of parking tickets, fines, car washes, valet service, etc., are the responsibility of the employee and will not be reimbursed. Onsite-Airport parking is permitted for short business trips. For extended trips, Personnel should use offsite-airport facilities.

Non-reimbursable Expenditures

Nonreimbursable Expenses Personal expenses such as laundry, valet service, personal telephone, personal internet, entertainment, and alcohol are not reimbursable. Excessive and unreasonable costs such as valet parking, in-room telephone, and food from the honor bar in hotel rooms shall not be reimbursed. Payment for internet service will only be reimbursed if pre-approved by an administrator, and then only if deemed necessary for work. In the case of a missing or lost receipt, the use of an affidavit for a lost receipt form for a purchase using the charter's credit card has one material deficiency. Because it is the charter's credit card, which means the charter is solely responsible for all purchases, the deficiency is that the charter must pay the credit card whether or not there are receipts. If the purchase is made on an employee's personal credit card and the employee fails to submit proper receipts, the employee is responsible for paying their credit card, not the charter.

Adopted: July 26, 2022

Cover Sheet

School Organizational Chart

| | |
|--------------------------|--|
| Section: | IV. Operations |
| Item: | B. School Organizational Chart |
| Purpose: | Informational |
| Related Material: | CVCS Leadership Org Chart 2022-2023 |

BACKGROUND:

- Chart listing all of the school's leadership positions.

RECOMMENDATION:

- Provide feedback and or direction to school leadership.



Organizational Chart

Yosemite Valley Charter School & Monarch River Academy

Directors

Steph Johnson
Executive Director

Dr. Laurie Goodman
Deputy Director

Jenny Plumb
Co-Director

Maria Thoeni
Co-Director

Yolanda Vasquez
Director of Transition
and Student Support

Dr. Steven James
Director of Special
Education

Denise Voth
Director of Secondary
Education

Natalie Douty
Director of Regional
Coordinators

Barbara Bolanos
Director of Regional
Coordinators

Micheline Fitzgerald
Director of Community
Engagement

Lorraine Sewell
Assistant Director of
Special Education

Amy Friesen
Assistant Director of
Secondary Education

Dr. Damien Phillips
Assistant Director of
Accountability &
Monitoring

Anna Wilkinson
Assistant Director of
Professional Growth &
Development

Coordinators

Melanie Hemaian
Yosemite Valley
Regional Coordinator

Mary Lowe
Yosemite Valley
Regional Coordinator

Emily Catron
Yosemite Valley
Regional Coordinator

Kristen Rhodes
Yosemite Valley
Regional Coordinator

Stephanie Williams
Yosemite Valley
Regional Coordinator

Christina Schwarz
Yosemite Valley
Regional Coordinator

Lindsay Tharp
Monarch River
Regional Coordinator

Corrine Hernandez
Monarch River
Regional Coordinator

Jeff Grunau
SST Coordinator

Valerie Blackburn
SST Coordinator

Lorinda Riffel
Virtual Academy
Coordinator

Vikki Shumaker
504 Coordinator

Amy Guerrero
Early Literacy
Coordinator

Rebecca Bennett
Testing Coordinator

Cover Sheet

School Administration

Shared Staff MOU Between Monarch River Academy & Yosemite Valley Charter School

| | |
|--------------------------|---|
| Section: | IV. Operations |
| Item: | C. Shared Staff MOU Between Monarch River Academy & Yosemite Valley Charter School |
| Purpose: | Discussion & Potential Action - Vote |
| Related Material: | Shared Personnel Services MOU 2022-2023 |

BACKGROUND:

- As part of the close mutually beneficial relationship with Yosemite Valley Charter School, the schools would like to continue sharing certain staff positions.
- There is significant cost savings to both schools.
- Costs for shared staff will be invoiced monthly.

RECOMMENDATION:

- Consider the approval of Shared Personnel Services MOU 2022-2023.

MEMORANDUM OF UNDERSTANDING FOR SHARED PERSONNEL SERVICES

This Memorandum of Understanding for Shared Personnel Services and Resources (“**MOU**”) is entered into as of July 1, 2022 (“**Effective Date**”) by and between the following California nonprofit public benefit corporations, which may each be referred to herein as a “**Party**” or collectively as the “**Parties**” to this MOU: Monarch River Academy and Yosemite Valley Charter School.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

b. Expenses. Reasonable and necessary expenses incurred by Shared Personnel in the course of performing Services under this MOU shall be divided by relative Allocation between those Parties on whose behalf the expenses were incurred. Expenses in excess of \$1,000.00 must be approved in advance by the affected Parties. To the extent such expenses are not incorporated in the total costs outlined in Attachment B, invoices for expenses shall be sent within thirty (60) days of payment to Shared Personnel and shall include copies of supporting documentation (e.g. receipts).

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

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

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

c. Timely pay Shared Personnel consistent with applicable law and their

employment agreements, if any.

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

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

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

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

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

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

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

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

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

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

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

d. Provide a safe working environment for Shared Personnel.

e. Supervise and direct Shared Personnel when providing Services on behalf of the

Lessee in order to ensure that Shared Personnel meet their performance obligations and comply with all of Lessee's applicable policies and procedures.

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

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

8. Term and Termination.

a. Term. The MOU is effective as of July 1, 2022 and shall remain in effect until June 30, 2023 (the "**Initial Term**"). This MOU shall automatically renew for consecutive additional one (1) year terms unless a Party provides written notice of non-renewal to the other at least ninety (90) days prior to the expiration of the then-current term (each, a "**Renewal Term**"). The Initial Term and any Renewal Term(s) are referred to as the Term. Termination under this subsection shall not relieve the terminating Party of any of its obligations under this MOU prior to the effective date of such termination. Termination of participation by any Party(ies) shall not terminate the MOU as to any other Party.

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

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

9. Monthly Payment and Deposit. Lessor shall provide monthly statements to each Party which shall include the billing period, the fees and any expenses owed and a description of the method by which the fees and expenses were calculated. Each Party shall submit payment to Lessor within 60 days after receipt of the invoice. Any disputes concerning invoices must be directed to Lessor in writing

within sixty (60) days after receipt of the invoice. Lessor shall provide access to reasonable backup documentation for such fees upon request and subject to privacy considerations.

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

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

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

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

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

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

a. To the extent necessary, the Lessor shall be designated as having a legitimate educational interest in accessing a Lessee's student education records, as that term is defined by and for purposes of FERPA, thereby allowing Lessor to access personally identifiable information from student education records from the Lessee as part of its performance of the Services. For purposes of this MOU,

the term “personally identifiable information” (“**PII**”) means any information that can be used on its own or with other information to (i) distinguish one person from another, (ii) identify, contact, or locate a single person, or (iii) de-anonymize anonymous data.

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

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

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

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

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

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

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

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

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

to require complete, certified copies of all required insurance policies, including endorsements, herein required, at any time.

h. Lessor will provide thirty (30) days prior written notice to Lessee(s) in the event of any material modification or cancellation of insurance required by this MOU. If any of the required coverages expire during the term of this MOU, Lessor shall deliver the renewal certificate(s) including the additional insured endorsements to Lessees at least ten (10) days prior to the expiration date.

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

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

15. Indemnification.

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

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

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

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

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

circumstances, and has determined that the MOU is in the best interests of its Party and that the cost allocation to be paid is fair and reasonable.

18. Dispute Resolution. If there is any dispute or controversy between the Parties arising out of or relating to this MOU, the Parties agree to confidentially meet in good faith to discuss a mutually amicable resolution to the dispute. If informal efforts at dispute resolution are not successful, the Party with the complaint shall give written notice of the dispute and the desired resolution to the other Party. The Parties agree that, within thirty (30) days of the date of written notice of the failure to resolve the dispute despite good faith efforts, they will again meet with a mutually agreeable mediator for non-binding mediation in good faith, with a principal of each of the Parties present. If the Parties are still unable to come to a resolution within thirty (30) days of the external mediation, the Parties may agree to arbitrate the dispute in El Dorado County, or another jurisdiction upon mutual agreement by the Parties in dispute, before a retired California state or federal court judge under the Comprehensive Arbitration Rules of JAMS, rather than resorting to litigation.

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

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

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

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

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

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

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

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

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

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

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

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

Monarch River Academy, a California nonprofit
public benefit corporation

By: _____
Name: _____
Its: Executive Director
Date: _____

Yosemite Valley Charter School, a California
nonprofit public benefit corporation

By: _____
Name: _____
Its: Executive Director
Date: _____

Alta Vista Elementary, Authorizing District for
Monarch River Academy

By: _____
Name: _____
Its: _____
Date: _____

Westside Elementary School, Authorizing District for
Yosemite Valley Charter School

By: _____
Name: _____
Its: _____
Date: _____

ATTACHMENT A

Effective Date: July 1, 2022

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

DESCRIPTION OF SERVICES

| Position | Independent Study Teacher |
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| Description of Services | <p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none">● Support students in grades TK-12th and their families to design an innovative Personalized Learning Plan with differentiated instruction, supports, and resources for the student; Plans, develops, organizes, and assigns as necessary in collaboration with the student/parent, a comprehensive educational program for each student, which incorporates the progress and mastery of the California Common Core Standards (includes helping to research and determine which curriculum and materials would be most beneficial to the student's educational objectives and needs).● Work collaboratively with local staff and school-wide departments in all school-related matters● Teach daily virtual classes as assigned● Attend events and meetings as directed (may be in-person or virtual).● Complete all compliance items accurately and in a timely manner (Examples: Master Agreements, Attendance/Learning Logs, Work Samples/Records, Assignment & Work Records, and Report Cards)● Engage in activities and data collection/analysis for educational or authorizing agencies like WASC● Engage in school wide professional development opportunities and/or an Individualized Professional Development Plan● Collaborate with Director/Principal, Assistant Director, and Regional Coordinator regularly to identify, problem solve, and prevent/address issues that may arise● Consistently meet with the parent and the student, face-to-face is preferred, but virtually as appropriate, every 20 school days to review the student's body of work, and provide guidance and support● Regular and clear communication with families via in-person/virtual meetings, phone, internet/email, etc.● Actively participate in SST, 504, and or SPED processes and supports as needed <p>Attendance & Compliance:</p> <ul style="list-style-type: none">● Ensure students are engaged in appropriate educational activities through the regular review of the student's body of work, regular meetings/communications with the family, and collection of attendance/learning logs● Participate in proctoring all internal and state mandated testing and provide needed prep material for students |

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| | <p>Community Outreach & Relations:</p> <ul style="list-style-type: none"> ● Plan and coordinate regional events such as field trips, community service, clubs, performances, school dances, and promotion/graduation in alignment with monthly and yearly expectations ● Support your local/regional Community Connection and Lending Library events/activities ● Attend homeschool and other educational conferences, in-services, and professional development opportunities ● Build partnerships with parents and community stakeholders. ● Maintain and grow roster number as appropriate ● Serve on school committees, participate in school and community activities, and represent the school as appropriate |
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| Position | Virtual Independent Study Teacher |
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| Description of Services | <p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● Support students in grades TK-12th and their families to design an innovative Personalized Learning Plan with differentiated instruction, supports, and resources for the student; Plans, develops, organizes, and assigns as necessary in collaboration with the student/parent, a comprehensive educational program for each student, which incorporates the progress and mastery of the California Common Core Standards (includes helping to research and determine which curriculum and materials would be most beneficial to the student's educational objectives and needs). ● Work collaboratively with local staff and school-wide departments in all school-related matters ● Teach daily virtual classes as assigned ● Attend events and meetings as directed (may be in-person or virtual) ● Complete all compliance items accurately and in a timely manner (Examples: Master Agreements, Attendance/Learning Logs, Work Samples/Records, Assignment & Work Records, and Report Cards) ● Engage in activities and data collection/analysis for educational or authorizing agencies like WASC ● Engage in school wide professional development opportunities and/or an Individualized Professional Development Plan ● Collaborate with Director/Principal, Assistant Director, and Regional Coordinator regularly to identify, problem solve, and prevent/address issues that may arise ● Consistently meet with the parent and the student, face-to-face is preferred, but virtually as appropriate, every 20 school days to review the student's body of work, and provide guidance and support ● Regular and clear communication with families via in-person/virtual meetings, phone, internet/email, etc. ● Actively participate in SST, 504, and or SPED processes and supports as needed <p>Attendance & Compliance:</p> |

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| | <ul style="list-style-type: none"> • Ensure students are engaged in appropriate educational activities through the regular review of the student's body of work, regular meetings/communications with the family, and collection of attendance/learning logs • Participate in proctoring all internal and state mandated testing and provide needed prep material for students <p>Community Outreach & Relations:</p> <ul style="list-style-type: none"> • Plan and coordinate regional events such as field trips, community service, clubs, performances, school dances, and promotion/graduation in alignment with monthly and yearly expectations • Support your local/regional Community Connection and Lending Library events/activities • Attend homeschool and other educational conferences, in-services, and professional development opportunities • Build partnerships with parents and community stakeholders • Maintain and grow roster number as appropriate • Serve on school committees, participate in school and community activities, and represent the school as appropriate |
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| Position | Executive Director |
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| Description of Services | <p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> • Oversee all daily functions in all school departments. • Board Governance: <ul style="list-style-type: none"> ○ Attend board meetings and be the point person for school communication. ○ See to the execution of all decisions and requests from the Board. • Finances: <ul style="list-style-type: none"> ○ See that all funds, physical assets, and other property of the school are appropriately safeguarded and administered. ○ Ensure that annual budgets and financial reports are prepared and submitted to all pertinent parties. • Audits/Legal: <ul style="list-style-type: none"> ○ Complete and submit all reports, requests, and other deliverables as required by various governing or authorizing bodies or Board policies. ○ Ensure Year-End Transition (YET) is completed accurately and on time ○ Attend all legal hearings ○ Create policies as needed for board approval • Student Achievement: <ul style="list-style-type: none"> ○ Curriculum/Instruction Oversight ○ Promote student academic achievement at all levels. ○ Advocate for equitable academic and extracurricular programs in all facets of the school. • Student Compliance: <ul style="list-style-type: none"> ○ Student Discipline ○ Student Withdrawals (Voluntary and Involuntary) ○ Appeals |

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| | <ul style="list-style-type: none"> ○ Schoolwide attendance ● Community Engagement: <ul style="list-style-type: none"> ○ Publicity ○ Community events ○ Social Media/Marketing ● Staff Achievement: <ul style="list-style-type: none"> ○ Facilitation and Leadership of Professional Learning Communities and Regional Coordinators ○ Professional Development ○ Participate in staff evaluations ● Human Resources: <ul style="list-style-type: none"> ○ Hiring ○ Personnel Issues ○ Time Off Request |
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| Position | Deputy Director |
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| Description of Services | <p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● Oversee all daily functions in all school departments. <ul style="list-style-type: none"> ○ SPED, Highschool, The Axia Group ● Board Governance: <ul style="list-style-type: none"> ○ Attend board meetings and be the point person for school communication. ○ See to the execution of all decisions and requests from the Board. ● Finances: <ul style="list-style-type: none"> ○ See that all funds, physical assets, and other property of the school are appropriately safeguarded and administered. ○ Ensure that annual budgets and financial reports are prepared and submitted to all pertinent parties. ● Audits/Legal: <ul style="list-style-type: none"> ○ Complete and submit all reports, requests, and other deliverables as required by various governing or authorizing bodies or Board policies. ○ Ensure Year-End Transition (YET) is completed accurately and on time ○ Attend all legal hearings ○ Write policies and procedures as needed for board approval ● Student Achievement: <ul style="list-style-type: none"> ○ Curriculum/Instruction Oversight ○ Promote student academic achievement at all levels. ○ Advocate for equitable academic and extracurricular programs in all facets of the school. ● Student Compliance: <ul style="list-style-type: none"> ○ Appeals ● Community Engagement: <ul style="list-style-type: none"> ○ Publicity ● Staff Achievement: <ul style="list-style-type: none"> ○ Participate in staff evaluations |

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| Position | Co-Director (Student Support and Services) |
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| Description of Services | <p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● Leading Intervention including Speech (RTI strategies and curriculum). Create our MTSS models of support (oversight and monitoring of training, strategies, and curriculum) ● Develop, lead, and monitor Student Study Team processes and collaboration with SPED; attend Student Study Team meetings with parents when an admin is needed ● MAP program development (Student Academic Incentive programs), and collaborate with the director of community engagement ● Oversee: <ul style="list-style-type: none"> ○ Attendance platform development for Title 1 and AB167 and compliance monitoring ○ Development of Early Literacy curriculum, training, resources, and Early Literacy coordinator ○ TK program development and grant writing oversight ○ 504 department, Speech Intervention, Social Emotional/Community Development plan as pertains to the TK-8 Enrichment Academy program and intervention plans ● Co-Lead <ul style="list-style-type: none"> ○ Development and oversight of Educational Planning Program (School wide Ed Plans) ○ Development of K-8 Course Outlines Program ○ Development and monitoring of Summer school program ○ On the planning of curriculum/resources Professional Development; Teach some of the planned PDs ● Support Regional Coordinators with instructional coaching of their team ● Participating Hiring Team member for all new and internal staff positions ● "Develop/create diagnostic assessments for intervention program, Early Lit, and tracking through Performance Matters and STAR360 ● Performance Matters oversight - our schoolwide diagnostic and assessment platform ● Run/create reports for special groups for Title 1 and intervention purposes ● Lending Library support in sorting and recommending core curriculum, and developing videos and resources for core curriculum for our librarians and families ● Coach new admin in passing the CPACE (knowledge and strategies) ● Collaborate with AXIA on school operations |

| Position | Co-Director (Virtual Academy) |
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| Description of Services | <p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● Develop and lead the Elementary/Middle School Virtual Academy (ESVA) for Math, ELA, Science, Social Studies and SEL |

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| | <ul style="list-style-type: none"> ● Oversee Social Emotional/Community Development plan as pertains to the Elementary and Middle School Virtual Academies, including planning and attending in-person and virtual events ● Write policies and procedures for virtual programs to ensure that students and staff alike have a consistent and positive experience ● Manage the logistical aspect of all virtual programs including the organization of materials distribution for Virtual Academy classes (order, inventory, package, disburse, etc) ● Virtual Academy Human Resources: Analyze data to develop positions within the virtual academy that will best serve student needs, recruit, interview and hire for the positions, develop an onboarding process for new staff and complete Virtual Academy training initially and in an ongoing basis, create Performance Improvement Plans (PIPs) as needed to support struggling staff members ● Lead English Language Development Program Classes- provide ELD training to staff, execute professional coaching, and ensure successful curriculum implementation ● Collaborate with the SPED-AD to develop a push-in implementation plan with our virtual instruction programs ● Co-lead development and monitoring of: <ul style="list-style-type: none"> ○ Summer school program ○ Educational Planning Program (School wide Ed Plans) ○ oversight of K-8 Course Outlines Program ● Co-lead and collaborate on <ul style="list-style-type: none"> ○ The planning of curriculum/resources Professional Development ○ The support to Regional Coordinators with instructional coaching of their team ● Participating Hiring Team member for all new and internal staff positions and manage the creation of a school-wide Master Schedule ● Organize with different departments to create supportive office hours for staff and families ● Support the planning and execution of staff functions such as the Virtual Academy retreat, all-region meetings, etc. ● Provide all needed LCAP reporting to the responsible administrator from my programs ● Collaborate with AXIA on the school operations |
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| Position | Director of Secondary Education |
| Description of Services | <p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● Oversee and direct the High School Team ● Assists high school and college tutors ● Assists the Intervention Team as needed ● Develop and assist the High School Program as needed ● Plans, prepares, and implements instructional activities that contribute to an engaging learning environment ● Hold information sessions regarding the high school program for staff and students |

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| | <ul style="list-style-type: none"> • Manage graduation plans and perform graduation checks • Monitor student progress and work with Home School Teachers, High School Specialist(s), High School Counselor(s), families, and support staff to ensure students are supported • Support Individualized Graduation Plan (IGP) review process • Support college and career readiness for all students • Provide support and feedback to Teachers and families regarding course and curriculum selection • Assist with coordination and planning of high school events and senior events in the region • Seek out and develop partnerships with local community colleges and ROP programs • Develop, maintain, and promote CTE pathways • Focus on student achievement through planning and practices aligned with the LCAP • Develop and ensure that all courses are A-G through College Board requirements • Oversee timelines to meet all semester deadlines and accountability |
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| Position | Assistant Director of Accountability and Monitoring |
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| Description of Services | <p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> • Support students in grades TK-12th and their families to design an innovative Personalized Learning Plan with differentiated instruction, supports, and resources for the student; Plans, develops, organizes, and assigns as necessary in collaboration with the student/parent, a comprehensive educational program for each student, which incorporates the progress and mastery of the California Common Core Standards (includes helping to research and determine which curriculum and materials would be most beneficial to the student's educational objectives and needs). • Work collaboratively with local staff and school-wide departments in all school-related matters • Attend professional development, events, and meetings as directed (may be in-person or virtual) • Complete all compliance items accurately and in a timely manner (Examples: Master • Agreements, Attendance/Learning Logs, Work Samples/Records, Assignment & Work Records, and Report Cards) • Engage in activities and data collection/analysis for educational or authorizing agencies like WASC • Engage in school wide professional development opportunities and/or an Individualized Professional Development Plan • Collaborate with Director/Principal, Assistant Director, and Regional Coordinator regularly to identify, problem solve, and prevent/address issues that may arise • Actively participate in SST, 504, and or SPED processes and supports as needed |

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| | <ul style="list-style-type: none"> ● Participate in proctoring all internal and state mandated testing and provide needed prep material for students ● Plan and coordinate regional events such as field trips, community service, clubs, performances, school dances, and promotion/graduation in alignment with monthly and yearly expectations ● Support your local/regional Community Connection and Lending Library events/activities ● Develop and oversee: <ul style="list-style-type: none"> ○ The collection of compliance and accountability documentation <ul style="list-style-type: none"> ■ LCAP, Title I, Federal Program Monitoring ○ Risk Management and Safety ● Assist with ELD as the ELD Coordinator ● Develop and monitor school grants as needed ● Monitor and provide support, information, and resources to teachers and other necessary staff ● Participate in hiring new teachers and supporting their on-boarding as they join teams ● Host in person and virtual team meetings, some travel is required. ● Support all teachers and collaborate with the Executive Director and Co-Director on development of a Professional Development Plan when needed ● Understand and be able to teach others about school policies and requirements ● Demonstrate knowledge of learning modalities/educational philosophies |
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| Position | Assistant Director of Professional Development and Growth |
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| Description of Services | <p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● Support students in grades TK-12th and their families to design an innovative Personalized Learning Plan with differentiated instruction, supports, and resources for the student; Plans, develops, organizes, and assigns as necessary in collaboration with the student/parent, a comprehensive educational program for each student, which incorporates the progress and mastery of the California Common Core Standards (includes helping to research and determine which curriculum and materials would be most beneficial to the student's educational objectives and needs). ● Work collaboratively with local staff and school-wide departments in all school-related matters ● Attend professional development, events, and meetings as directed (may be in-person or virtual) ● Complete all compliance items accurately and in a timely manner (Examples: Master ● Agreements, Attendance/Learning Logs, Work Samples/Records, Assignment & Work Records, and Report Cards) ● Engage in activities and data collection/analysis for educational or authorizing agencies like WASC ● Engage in school wide professional development opportunities and/or an Individualized Professional Development Plan ● Collaborate with Director/Principal, Assistant Director, and Regional Coordinator regularly to identify, problem solve, and prevent/address issues that may arise |

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| | <ul style="list-style-type: none"> ● Actively participate in SST, 504, and or SPED processes and supports as needed ● Participate in proctoring all internal and state mandated testing and provide needed prep material for students ● Plan and coordinate regional events such as field trips, community service, clubs, performances, school dances, and promotion/graduation in alignment with monthly and yearly expectations ● Support your local/regional Community Connection and Lending Library events/activities ● Plan, implement, and coordinate training and professional development. ● Support teachers on an ongoing basis throughout the school year. ● Host online or in-person meetings and training as needed. ● Assist with the continued development of the training program and duties as needed. ● Participate in the interviewing and selection process of new staff. ● Plan and implement new family onboarding |
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| Position | Director of Community Engagement |
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| Description of Services | <p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● Support students in grades TK-12th and their families to design an innovative Personalized Learning Plan with differentiated instruction, supports, and resources for the student; Plans, develops, organizes, and assigns as necessary in collaboration with the student/parent, a comprehensive educational program for each student, which incorporates the progress and mastery of the California Common Core Standards (includes helping to research and determine which curriculum and materials would be most beneficial to the student's educational objectives and needs). ● Plan and coordinate regional events such as field trips, community service, clubs, performances, school dances, and promotion/graduation in alignment with monthly and yearly expectations ● Provide support, information and ideas to Regional Community Coordinators. ● Focus on student achievement through planning and practices aligned with the LCAP ● Oversee and implement Community Connections policies and processes ● Plan and implement community service opportunities in the assigned region. ● Partner with community organizations to provide service opportunities for families ● Reach out to and be the point person for community organizations that provide opportunities that would support the School Community ● Promote community among teachers and families ● Respond to requests and correspondence from teachers, families and community representatives in a timely manner ● Motivate and inspire team members ● Support the development and implementation of the LCAP ● Equip parents and teachers to start and organize clubs |

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| Position | Director of Regional Coordinators |
| Description of Services | <p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● Support students in grades TK-12th and their families to design an innovative Personalized Learning Plan with differentiated instruction, supports, and resources for the student; Plans, develops, organizes, and assigns as necessary in collaboration with the student/parent, a comprehensive educational program for each student, which incorporates the progress and mastery of the California Common Core Standards (includes helping to research and determine which curriculum and materials would be most beneficial to the student's educational objectives and needs). ● Work collaboratively with local staff and school-wide departments in all school-related matters ● Attend professional development, events, and meetings as directed (may be in-person or virtual) ● Complete all compliance items accurately and in a timely manner (Examples: Master Agreements, Attendance/Learning Logs, Work Samples/Records, Assignment & Work Records, and Report Cards) ● Engage in activities and data collection/analysis for educational or authorizing agencies like WASC ● Engage in school wide professional development opportunities and/or an Individualized Professional Development Plan ● Collaborate with Director/Principal, Assistant Director, and Regional Coordinator regularly to identify, problem solve, and prevent/address issues that may arise ● Actively participate in SST, 504, and or SPED processes and supports as needed ● Participate in proctoring all internal and state mandated testing and provide needed prep material for students ● Plan and coordinate regional events such as field trips, community service, clubs, performances, school dances, and promotion/graduation in alignment with monthly and yearly expectations ● Support your local/regional Community Connection and Lending Library events/activities ● Monitor and provide support, information, and resources to teachers and other necessary staff. ● Participate in hiring new teachers and supporting their on-boarding as they join teams. ● Host in person and virtual team meetings, some travel is required. ● Support all teachers and collaborate with the Executive Director and Co-Director on development of a Professional Development Plan when needed. ● Understand and be able to teach others about school policies and requirements. ● Demonstrate knowledge of learning modalities/educational philosophies. ● Oversee and provide support to all Regional Coordinators ● Assist with the developing the implementations of virtual academy programs |
| Position | Regional Coordinators |

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| Description of Services | <p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● Support students in grades TK-12th and their families to design an innovative Personalized Learning Plan with differentiated instruction, supports, and resources for the student; Plans, develops, organizes, and assigns as necessary in collaboration with the student/parent, a comprehensive educational program for each student, which incorporates the progress and mastery of the California Common Core Standards (includes helping to research and determine which curriculum and materials would be most beneficial to the student's educational objectives and needs). ● Work collaboratively with local staff and school-wide departments in all school-related matters ● Attend professional development, events, and meetings as directed (may be in-person or virtual) ● Complete all compliance items accurately and in a timely manner (Examples: Master Agreements, Attendance/Learning Logs, Work Samples/Records, Assignment & Work Records, and Report Cards) ● Engage in activities and data collection/analysis for educational or authorizing agencies like WASC ● Engage in school wide professional development opportunities and/or an Individualized Professional Development Plan ● Collaborate with Director/Principal, Assistant Director, and Regional Coordinator regularly to identify, problem solve, and prevent/address issues that may arise ● Actively participate in SST, 504, and or SPED processes and supports as needed ● Participate in proctoring all internal and state mandated testing and provide needed prep material for students ● Plan and coordinate regional events such as field trips, community service, clubs, performances, school dances, and promotion/graduation in alignment with monthly and yearly expectations ● Support your local/regional Community Connection and Lending Library events/activities ● Monitor and provide support, information, and resources to teachers and other necessary staff. ● Participate in hiring new teachers and supporting their on-boarding as they join teams. ● Host in person and virtual team meetings, some travel is required. ● Support all teachers and collaborate with the Executive Director and Co-Director on development of a Professional Development Plan when needed. ● Understand and be able to teach others about school policies and requirements. ● Demonstrate knowledge of learning modalities/educational philosophies. |
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| Position | SST Coordinator |
| Description of Services | <p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● Support students in grades TK-12th and their families to design an innovative Personalized Learning Plan with differentiated instruction, supports, and resources for the student; Plans, develops, organizes, and assigns as necessary in collaboration with the student/parent, a comprehensive educational program |

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| | <p>for each student, which incorporates the progress and mastery of the California Common Core Standards (includes helping to research and determine which curriculum and materials would be most beneficial to the student's educational objectives and needs).</p> <ul style="list-style-type: none"> • Work collaboratively with local staff and school-wide departments in all school-related matters • Attend professional development, events, and meetings as directed (may be in-person or virtual) • Complete all compliance items accurately and in a timely manner (Examples: Master Agreements, Attendance/Learning Logs, Work Samples/Records, Assignment & Work Records, and Report Cards) • Engage in activities and data collection/analysis for educational or authorizing agencies like WASC • Engage in school wide professional development opportunities and/or an Individualized Professional Development Plan • Collaborate with Director/Principal, Assistant Director, and Regional Coordinator regularly to identify, problem solve, and prevent/address issues that may arise • Actively participate in SST, 504, and or SPED processes and supports as needed • Participate in proctoring all internal and state mandated testing and provide needed prep material for students • Plan and coordinate regional events such as field trips, community service, clubs, performances, school dances, and promotion/graduation in alignment with monthly and yearly expectations • Support your local/regional Community Connection and Lending Library events/activities • Schedule, facilitate, document, and follow up with SST Meetings • Implements academic and social-emotional/behavioral intervention strategies, tools and curriculum and provides feedback to the Student Study Team. • Communicate with parents, teachers, staff regarding progress, further assessments needed, etc. • Help with teacher & parent training on academic and social-emotional/behavioral intervention implementation and the SST/504 processes. • Communicate and coordinate with the Assessment Team regarding assessments and follow up as needed. • Assist with progress monitoring & data collection |
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| Position | 504 Coordinator |
| Description of Services | <p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> • Support students in grades TK-12th and their families to design an innovative Personalized Learning Plan with differentiated instruction, supports, and resources for the student; Plans, develops, organizes, and assigns as necessary in collaboration with the student/parent, a comprehensive educational program for each student, which incorporates the progress and mastery of the California Common Core Standards (includes helping to research and determine which |

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| | <p>curriculum and materials would be most beneficial to the student's educational objectives and needs).</p> <ul style="list-style-type: none"> • Work collaboratively with local staff and school-wide departments in all school-related matters • Attend professional development, events, and meetings as directed (may be in-person or virtual) • Complete all compliance items accurately and in a timely manner (Examples: Master Agreements, Attendance/Learning Logs, Work Samples/Records, Assignment & Work Records, and Report Cards) • Engage in activities and data collection/analysis for educational or authorizing agencies like WASC • Engage in school wide professional development opportunities and/or an Individualized Professional Development Plan • Collaborate with Director/Principal, Assistant Director, and Regional Coordinator regularly to identify, problem solve, and prevent/address issues that may arise • Actively participate in SST, 504, and or SPED processes and supports as needed • Participate in proctoring all internal and state mandated testing and provide needed prep material for students • Plan and coordinate regional events such as field trips, community service, clubs, performances, school dances, and promotion/graduation in alignment with monthly and yearly expectations • Support your local/regional Community Connection and Lending Library events/activities • Schedule, facilitate, document and follow up with 504 Meetings. • Collaborate with school staff and parents to coordinate effective learning strategies/accommodations for students. • Work with Testing, CALPADS, Assessment/SPED Team, and other departments as needed. • Collaborate to create academic and social-emotional/behavioral intervention strategies, tools and curriculum and provide feedback to the team. • Communicate with parents, teachers, staff regarding progress, further assessments needed, etc. • Help with teacher & parent training on academic and social-emotional/behavioral intervention implementation and the SST/504 processes. • Communicate and coordinate with the Assessment Team regarding assessments and follow up as needed. • Assist with progress monitoring & data collection • Enter and/or pull data and reports from the SIS (e.g, ELD, 504, demographics) |
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| Position | EL Coordinator |
| Description of Services | <p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> • Support students in grades TK-12th and their families to design an innovative Personalized Learning Plan with differentiated instruction, supports, and resources for the student; Plans, develops, organizes, and assigns as necessary in |

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| | <p>collaboration with the student/parent, a comprehensive educational program for each student, which incorporates the progress and mastery of the California Common Core Standards (includes helping to research and determine which curriculum and materials would be most beneficial to the student's educational objectives and needs).</p> <ul style="list-style-type: none"> • Work collaboratively with local staff and school-wide departments in all school-related matters • Attend professional development, events, and meetings as directed (may be in-person or virtual) • Complete all compliance items accurately and in a timely manner (Examples: Master Agreements, Attendance/Learning Logs, Work Samples/Records, Assignment & Work Records, and Report Cards) • Engage in activities and data collection/analysis for educational or authorizing agencies like WASC • Engage in school wide professional development opportunities and/or an Individualized Professional Development Plan • Collaborate with Director/Principal, Assistant Director, and Regional Coordinator regularly to identify, problem solve, and prevent/address issues that may arise • Actively participate in SST, 504, and or SPED processes and supports as needed • Participate in proctoring all internal and state mandated testing and provide needed prep material for students • Plan and coordinate regional events such as field trips, community service, clubs, performances, school dances, and promotion/graduation in alignment with monthly and yearly expectations • Support your local/regional Community Connection and Lending Library events/activities • Maintain appropriate data of EL students in Pathways. • Monitor newly enrolled EL students and TOMS ELPAC eligible students to verify testing or correction of ELAS as needed. • Input scores for Initial ELPAC into TOMS LST. • Plan and administer ELPAC tests to all EL students as required. • Work with Testing, CALPADS, Records, Assessment/SPED Team, and other departments as needed. • Collaborate within the school to implement EL curriculum. • Supply training and emails for notifying Teachers and instructions for Moodle proctor training and to determine who needs the Initial ELPAC. • Order and track supplies for Initial and Summative ELPAC. • Develop and hold Outstanding Direct Instruction Sessions each week for EL students. • Monitor data and progress reporting of EL's and RFEP's; encourage intervention and support as needed. • Review initial ELPAC scores and designate students as needed. Review summative ELPAC scores and reclassify students that qualify. • Oversight of ELAS Correction Policy. |
| Position | Testing Coordinator |

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| Description of Services | <p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● Support students in grades TK-12th and their families to design an innovative Personalized Learning Plan with differentiated instruction, supports, and resources for the student; Plans, develops, organizes, and assigns as necessary in collaboration with the student/parent, a comprehensive educational program for each student, which incorporates the progress and mastery of the California Common Core Standards (includes helping to research and determine which curriculum and materials would be most beneficial to the student's educational objectives and needs). ● Work collaboratively with local staff and school-wide departments in all school-related matters ● Attend professional development, events, and meetings as directed (may be in-person or virtual) ● Complete all compliance items accurately and in a timely manner (Examples: Master Agreements, Attendance/Learning Logs, Work Samples/Records, Assignment & Work Records, and Report Cards) ● Engage in activities and data collection/analysis for educational or authorizing agencies like WASC ● Engage in school wide professional development opportunities and/or an Individualized Professional Development Plan ● Collaborate with Director/Principal, Assistant Director, and Regional Coordinator regularly to identify, problem solve, and prevent/address issues that may arise ● Actively participate in SST, 504, and or SPED processes and supports as needed ● Participate in proctoring all internal and state mandated testing and provide needed prep material for students ● Plan and coordinate regional events such as field trips, community service, clubs, performances, school dances, and promotion/graduation in alignment with monthly and yearly expectations ● Support your local/regional Community Connection and Lending Library events/activities ● Work closely with the Director and Co-Directors of Testing, teachers, and other appropriate staff. ● Local benchmark monitoring such as Star 360 and other assessments. ● Create, monitor, and share reports with school administrators as well as answer all general questions regarding use of the program(s) used. ● Provide school with training for teachers and testing messaging to families. ● Manage, train, promote, and proctor Physical Fitness Testing and California Assessment of Student Performance and Progress (CAASPP). ● Be the point person to provide information regarding local testing. ● Work with the Tech department to ensure adequate equipment is available for testing. ● Provide support to all test locations, staff, and families. |
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| Position | High School Counselor |
| Description of Services | <p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● Meet professional obligations through efficient work habits such as, meeting deadlines, honoring schedules, coordinating resources and meetings in an |

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| | <p>effective and timely manner, and demonstrating respect for others.</p> <ul style="list-style-type: none"> ● Maintain professional, positive, ethical, cooperative relationships with students, parents, other staff, administration, and other community members. ● Meet specific counseling and school-wide student goals to maintain effective and efficient record keeping for student roster and graduation information. ● Manage graduation plans and perform graduation checks. ● Monitor student progress and work with Home School Teachers, High School Success Coordinators, families, and support staff to ensure students are supported. ● Participate in all required teacher training and professional development activities, as well as all training and certification maintenance requirements mandated by state law. ● Plan, prepare, and implement instructional activities that contribute to an engaging learning environment. ● Hold virtual live sessions, such as office hours and workshops , provide 1-on-1 support when help is sought. ● Seek out and develop partnerships with local community colleges and ROP programs ● Develop, maintain, and promote CTE pathways. ● Support college and career readiness for all students. ● Create, modify, and differentiate graduation plans and local resources to meet the needs of students with varying backgrounds, learning styles, and special needs. |
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| Position | Secondary Education Specialist |
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| Description of Services | <p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● Attend meetings and training on a regular basis. ● Weekly management of Central Roster Spreadsheet (new enrollment, withdrawals, IGP's, Yearly Plans, supporting Grad Checks, etc.) ● Collaborate with the High School Director and School Counselor when necessary on policies and procedures. ● Effectively communicate and promote High School policies, procedures, and best practices at RC Meetings. ● Host in-person and virtual meetings with teacher's, parents, students, and staff as necessary. ● Promote, plan and host bi-monthly high school hangouts for each grade level ● Attend planning meetings with local community colleges and CTE programs ● Update and maintain <ul style="list-style-type: none"> ○ High School Course Catalog ○ The Teacher Handbook High School and Middle School Section ○ With the High School Directors oversight, create and maintain High School Website ● Creates live and recorded informational sessions on curriculum ● Assist the High School Director with revising and maintaining Pathways and UCOP ● Developing and maintaining A-G Approved Course Outlines |

| Position | Intervention Specialist |
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| Description of Services | <p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● Intervention teachers will use STAR 360 results to determine the unit for DOI. They will use STAR ● 360 benchmarks pre and post the 6 weeks of study to measure success. ● Collaborate within the Department to create academic and social-emotional/behavioral intervention strategies, tools and curriculum and provide feedback to the team. ● Facilitate, document Intervention communications and follow up with SST/504 Meetings ● Communicate with parents, teachers, staff regarding progress, further assessments needed, etc. ● Establish, facilitate and maintain a system for providing tier 1, 2 and tier 3 virtual instruction ● Collaborate with school staff and parents to coordinate effective learning strategies/accommodations for students. |

| Position | Executive/Senior Administrative Assistant |
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| Description of Services | <p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● Attends Board meetings, public hearings and work sessions for the purpose of providing information, recording minutes, coordinating materials distribution and/or supporting the needs of attendees. ● Compiles data from a wide variety of diversified sources (e.g. staff members, Board Members, Community Organizations, government agencies, etc.) for the purpose of preparing reports, making recommendations and/or preparing information. ● Maintains a wide variety of complex manual and electronic documents, files and records (e.g. contacts, timesheets, legislative information, databases, etc.) for the purpose of providing up-to-date information and/or historical reference in accordance with established administrative guidelines and legal requirements. ● Monitors a variety of activities on behalf of the Executive Director (e.g. Board procedures, public relations issues, meeting arrangements, account balances, etc.) for the purpose of achieving goals and meeting target dates in compliance with established guidelines and regulatory requirements. ● Prepares a wide variety of complex written materials (e.g. correspondence, agendas, minutes, event programs, bulletins, reports, etc.) for the purpose of communicating information and/or creating documentation in compliance with established guidelines. ● Processes a wide variety of complex documents and materials (e.g. work orders, requisitions, travel reimbursements, budget transfers, etc.) for the purpose of disseminating information in compliance with administrative guidelines and/or regulatory requirements. ● Researches a variety of topics (e.g. current practices, policies, education codes, board agenda items, parental complaints, legal updates, etc.) for the purpose of |

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| | <p>providing information and/or recommendations and/or addressing a variety of administrative requirements.</p> <ul style="list-style-type: none"> • Coordinates a wide variety of projects, activities and/or events for the Directors and Board (e.g. meetings, receptions, luncheons, workshops, travel/accommodations, etc.) • Schedules a wide variety of activities (e.g. appointments, meetings, travel reservations/accommodations, facility usage, etc.) for the purpose of making necessary arrangements for the administrators and/or board members. • Oversees the work activities within the office for the purpose of organizing assignments, monitoring progress, and ensuring completion within established guidelines. • Works closely with Human Resources to assist with the hiring and onboarding process. |
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| Position | Administrative Assistant |
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| Description of Services | <p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> • Answer and direct phone calls. • Produce and distribute correspondence memos, letters, faxes and forms. • Maintain social media and marketing accounts. • Develop and maintain relationships with vendors, staff, and families. • Maintain professional, positive, ethical, cooperative relationships with students, parents, other staff, administration, and other community members. • Respond to requests and correspondence from teachers, families and community representatives in a timely manner. • Assists directors and staff in the daily operation of the school as well as the planning, implementing, directing and maintaining of school programs by providing a wide variety of complex and confidential administrative and secretarial support. • Collects and prepares data for complex and confidential reports as assigned. • Utilizes methods to improve work flow and simplifies reporting procedures. • Arranges meetings and conferences and makes necessary reservations. • Coordinates with various school departments and learning programs. • Works closely with the enrichment department to lead the restitution process. • Works as the School Representative to approve vendors with the guidance of the Vendor Department. |

| Position | Receptionist |
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| Description of Services | <p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> • Consistently complete all job duties in a fast-paced environment • Provide secretarial assistance to the Leadership Team • Oversee, coordinate, and perform day-to day school office/clerical functions. • Greet and assist all office visitors • Follow office safety protocols, set up rooms for testing, and assist students/staff with technology checkouts and questions • Able to work independently and as a team managing daily tasks for the school |

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| | <ul style="list-style-type: none"> ● Assist employees, students, the board of directors, multiple departments, outside vendors, stakeholders, and the general public as needed ● Exercises best practices in handling matters of a difficult and sensitive nature ● Assists multiple departments as needed ● Order and manage office supplies ● Filing and reconciling receipts and purchase orders. ● Answer and direct calls ● Works as the School Representative to approve vendors with the guidance of the Vendor Department. |
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| Position | Early Education Coordinator |
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| Description of Services | <p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● Help develop and run programming for TK/K students ● Ensure students have access to creative activities, opportunities to play and practice skills in the classroom. ● Meet with kindergarten teachers/directors on a regular basis to gather input on student progress in the classroom and receive recommendations on additional skills to practice with students. ● Communicate with parents regarding programming, skill-development, behavioral support, etc. ● Communicate with staff, parents, students, and community to resolve issues or concerns as needed ● Liaison between the other TK/K site coordinator, parents, students, staff, community ● Participate in staff development, as appropriate ● In-office duties include but are not limited to the following: ● Mailing, printing, copying, faxing, organizing of materials, etc. |

| Position | Tutor |
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| Description of Services | <ul style="list-style-type: none"> ● Reviewing classroom or curricula topics and assignments ● Assisting students with homework, projects, test preparation, papers, research and other academic tasks ● Working with students to help them understand key concepts, especially those learned in the classroom ● Teaching skills to improve academic performance, including study strategies, note-taking skills and approaches to answering test questions ● Demonstrating academic best practices for specific subjects and assignments, including research and writing tactics ● Providing students positive and constructive feedback ● Recognizing different learning styles and student preferences ● Staying up to date with the school curriculum |

ALLOCATION OF SERVICES

Each Party's Allocation for the shared personnel providing Services shall be determined by dividing their

ADA by the combined ADA of all Parties to this MOU, as set forth below:

| Party | ADA | Allocation |
|--------------------------------|------|--------------|
| Yosemite Valley Charter School | 2520 | .67 (67.38%) |
| Monarch River Academy | 1220 | .33 (32.62%) |

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

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

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

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

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

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

Monarch River Academy, a California nonprofit
public benefit corporation

By: _____
Name: _____
Its: Executive Director
Date: _____

Yosemite Valley Charter School, a California
nonprofit public benefit corporation

By: _____
Name: _____
Its: Executive Director
Date: _____

Cover Sheet

Shared Special Education Staff MOU Between Monarch River Academy & Yosemite Valley Charter School

| | |
|--------------------------|---|
| Section: | IV. Operations |
| Item: | D. Shared Special Education Staff MOU Between Monarch River Academy & Yosemite Valley Charter School |
| Purpose: | Discussion & Potential Action - Vote |
| Related Material: | SPED Services MOU 2022-2023 |

BACKGROUND:

- As part of the close mutually beneficial relationship with Yosemite Valley Charter School, the schools would like to continue sharing certain Special Education staff positions.
- There is significant cost savings to both schools.
- Costs for shared staff will be invoiced monthly.

RECOMMENDATION:

- Consider the approval of the Shared Special Education Staff MOU Between Monarch River Academy & Yosemite Valley Charter School

**MEMORANDUM OF UNDERSTANDING
FOR SHARED SPECIAL EDUCATION PERSONNEL SERVICES**

This Memorandum of Understanding for Shared Special Education Personnel Services and Resources (“**MOU**”) is entered into as of July 1, 2022 (“**Effective Date**”) by and between the following California nonprofit public benefit corporations, which may each be referred to herein as a “**Party**” or collectively as the “**Parties**” to this MOU: Monarch River Academy and Yosemite Valley Charter School.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

c. Timely pay Shared Personnel consistent with applicable law and their

employment agreements, if any.

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

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

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

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

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

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

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

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

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

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

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

d. Provide a safe working environment for Shared Personnel.

e. Supervise and direct Shared Personnel when providing Services on behalf of the

Lessee in order to ensure that Shared Personnel meet their performance obligations and comply with all of Lessee's applicable policies and procedures.

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

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

8. Term and Termination.

a. Term. The MOU is effective as of July 1, 2022 and shall remain in effect until June 30, 2023 (the "**Initial Term**"). This MOU shall automatically renew for consecutive additional one (1) year terms unless a Party provides written notice of non-renewal to the other at least ninety (90) days prior to the expiration of the then-current term (each, a "**Renewal Term**"). The Initial Term and any Renewal Term(s) are referred to as the Term. Termination under this subsection shall not relieve the terminating Party of any of its obligations under this MOU prior to the effective date of such termination. Termination of participation by any Party(ies) shall not terminate the MOU as to any other Party.

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

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

9. Monthly Payment and Deposit. Lessor shall provide monthly statements to each Party which shall include the billing period, the fees and any expenses owed and a description of the method by which the fees and expenses were calculated. Each Party shall submit payment to Lessor within 30 days after receipt of the invoice. Any disputes concerning invoices must be directed to Lessor in writing

within thirty (30) days after receipt of the invoice. Lessor shall provide access to reasonable backup documentation for such fees upon request and subject to privacy considerations.

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

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

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

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

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

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

a. To the extent necessary, the Lessor shall be designated as having a legitimate educational interest in accessing a Lessee's student education records, as that term is defined by and for purposes of FERPA, thereby allowing Lessor to access personally identifiable information from student education records from the Lessee as part of its performance of the Services. For purposes of this MOU,

the term “personally identifiable information” (“**PII**”) means any information that can be used on its own or with other information to (i) distinguish one person from another, (ii) identify, contact, or locate a single person, or (iii) de-anonymize anonymous data.

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

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

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

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

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

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

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

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

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

to require complete, certified copies of all required insurance policies, including endorsements, herein required, at any time.

h. Lessor will provide thirty (30) days prior written notice to Lessee(s) in the event of any material modification or cancellation of insurance required by this MOU. If any of the required coverages expire during the term of this MOU, Lessor shall deliver the renewal certificate(s) including the additional insured endorsements to Lessees at least ten (10) days prior to the expiration date.

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

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

15. Indemnification.

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

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

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

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

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

circumstances, and has determined that the MOU is in the best interests of its Party and that the cost allocation to be paid is fair and reasonable.

18. Dispute Resolution. If there is any dispute or controversy between the Parties arising out of or relating to this MOU, the Parties agree to confidentially meet in good faith to discuss a mutually amicable resolution to the dispute. If informal efforts at dispute resolution are not successful, the Party with the complaint shall give written notice of the dispute and the desired resolution to the other Party. The Parties agree that, within thirty (30) days of the date of written notice of the failure to resolve the dispute despite good faith efforts, they will again meet with a mutually agreeable mediator for non-binding mediation in good faith, with a principal of each of the Parties present. If the Parties are still unable to come to a resolution within thirty (30) days of the external mediation, the Parties may agree to arbitrate the dispute in El Dorado County, or another jurisdiction upon mutual agreement by the Parties in dispute, before a retired California state or federal court judge under the Comprehensive Arbitration Rules of JAMS, rather than resorting to litigation.

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

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| <i>To:</i> Monarch River Academy ATTN: Board President 3610 E. Ashlan Ave. Fresno, CA 93726 sam@theenglishlearnergroup.com | <i>To:</i> Yosemite Valley Charter School ATTN: Board President 3610 E. Ashlan Ave. Fresno, CA 93726 ljarocki@hotmail.com |
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20. Headings. The descriptive headings of the sections and/or paragraphs of this MOU are inserted for convenience only, are not part of this MOU, and do not in any way limit or amplify the terms or provisions of this MOU.

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

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

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

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

essential purpose of this MOU.

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

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

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

[Signature Page on Following Page]

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

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| Monarch River Academy, a California nonprofit public benefit corporation | Yosemite Valley Charter School, a California nonprofit public benefit corporation |
| By: Name: | By: Name: |
| Its: Date: _____, 2022 | Its: Date: _____, 2022 |

ATTACHMENT A

Effective Date: July 1, 2022

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

DESCRIPTION OF SERVICES

| Position | Program Specialist |
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| Description of Services | <p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none">● Teacher Coaching<ul style="list-style-type: none">○ Co-develop and manage the coaching plans for Special Education Teachers in providing virtual specialized academic instruction;○ Support procedures to provide statewide assessments and accommodations;○ Provide SEIS technical support to teacher and service providers;○ Provide direct and indirect coaching support to IEP teams.● Parent Coaching<ul style="list-style-type: none">○ Inform families regarding enrollment, enrichment, and specialty partnerships as it applies to their child with an IEP;○ Guide parents in participating in the special education process;● Supporting Compliance Processes<ul style="list-style-type: none">○ Assist Special Education Teachers in operating programs that support students in the least restrictive environment;○ Facilitate IEP meetings as appropriate;○ Analyze and report on student data as it relates to special education services;○ Analyze and interpret laws and regulations governing the provision of special education;○ Monitor SEIS regularly for special education compliance.○ Monitor new enrollment, assign caseload to Case Managers, and review DOR during intake process.● Professional Development |

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| | <ul style="list-style-type: none"> ○ Develop, coordinate, and deliver virtual professional development on a variety of special education related topics. ● Other duties as assigned. |
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| Position | Transition Teacher |
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| Description of Services | <p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● Participate in transdisciplinary team meetings, multidisciplinary staffings, annual reviews, parent conferences, and faculty meetings. ● Teach Transition classes ● Communicate frequently with parents. Elicit parent input in educational planning and implementation. ● Collaborate with team members to develop and modify goals/objectives on student ITP/IEPs. ● Ensure that goals/objectives are outcome-based, longitudinal, and measurable. ● Implement student IEPs utilizing teaching methods, materials, and adaptations appropriate to meet individual student needs. ● Implement the Transition Ten Sigma Curriculum consisting of content in the community living domains, functional academics, vocational and embedded social, communication and motor skills. ● Implement programs recommended curriculum for Transition. ● Community Instruction. ● Design, revise, and maintain a class schedule consisting of activities developed from student IEP goals/objectives. ● Provide instruction in integrated environments. ● Design, revise, and maintain instructional programs developed from student IEP goals/objectives. ● Facilitate cooperative learning. ● Provide opportunities to interact with peers to form friendships and support networks. ● Implement programs and procedures recommended by transdisciplinary team members. ● Demonstrate a consistent method of assessing student growth via the use of clear criteria and is congruent with student goals. Collect and summarize performance data on an ongoing basis. |

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| | <ul style="list-style-type: none"> ● Collaborate with team members to report on student progress by the established timelines. ● Participate in Transition Planning meetings and implement movement to adult services for exiting students. |
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| Position | Mild/Moderate Case Manager |
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| Description of Services | <p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● Develop Individualized Education Plan (IEP) in collaboration with IEP team members using the Special Education Information System (SEIS) program; ● Schedule and prepare all materials for IEP meetings; ● Consult/collaborate with parents, staff, and service providers to ensure appropriate delivery of special education services; ● Maintain special education records to meet compliance guidelines; ● Teach/instruct students to ensure successful progress toward student's IEP goals; ● Communicate with parents about student progress and recommendations for home-based methods and materials; follows up on progress regularly; ● Collaborate with general education staff to support student's access to their least restrictive environment and the general education curriculum; ● Assist with implementation/understanding of accommodations/modifications ● Perform initial, triennial, and other informal assessments in order to identify student need(s); ● Attend staff meetings and professional development training. ● Other duties as assigned. |

| Position | Moderate/Severe Case Manager |
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| Description of Services | <p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● Develop Individualized Education Plan (IEP) in collaboration with IEP team members using the Special Education Information System (SEIS) program; ● Schedule and prepare all materials for IEP meetings; ● Consult/collaborate with parents, staff, and service providers to ensure appropriate delivery of special education services; ● Maintain special education records to meet compliance guidelines; ● Teach/instruct students to ensure successful progress toward student's IEP goals; ● Communicate with parents about student progress and recommendations for home-based methods and materials; follows up on progress regularly |

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| | <ul style="list-style-type: none"> ● Collaborate with general education staff to support student's access to their least restrictive environment and the general education curriculum; ● Assist with implementation/understanding of accommodations/modifications ● Attend staff meetings and professional development training. |
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| Position | Services Coordinator (Classified) |
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| Description of Services | <ul style="list-style-type: none"> ● Draft master contracts with non-public agencies for the review and approval of the Senior Special Education Director. ● Support regional service technicians and assessment intake coordinators in performing their job duties ● Maintain master list of DIS providers with current contracts. ● Manage lists with DIS providers to maintain current data on assessments and services provided. ● Develops and facilitates protocol for assigning a DIS assessor or provider. ● Coordinates and facilitates the assigning of a student to a DIS assessor or provider. ● Follow up with families to make sure the DIS providers are providing services as per the student's IEP. ● Will serve as a contact for parents in case of DIS provider questions. ● Will locate new DIS providers in areas that are convenient for parents and their students. ● Gather appropriate data in support of the compliance of services provided. ● Process Initial Requests for Region ● Process Assessment Plans for Region ● Maintain a Ready to Schedule Spreadsheet for Regional Assessment Team Members ● Collaborate with SPED Team Members and Assessment Team Field Members ● Performs such tasks and assumes such responsibilities as may be assigned by the Senior Director of Special Education. |

| Position | SEIS Coordinator (Classified) |
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| Description of Services | Special Education and Academic Skills Intervention Services <ul style="list-style-type: none"> ● Manages and monitors database users and student records for the purpose of assuring accuracy, and identifying and resolving data errors as necessary. ● Responds to questions from program staff; remotely assists staff with technology problems ● Communicates and coordinates with personnel to exchange information, coordinate activities for the purpose of resolving issues or concerns. |

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| | <ul style="list-style-type: none"> ● Process enrollment of students with IEPs by requesting electronic student records. ● Process withdrawals of students with IEPs by requesting electronic student records. ● Prepares and maintains a variety of records and reports as needed for the purpose of complying with state mandated reporting requirements. ● Compares and aligns information within the student information system, School Pathways, to the Special Education Information System (SEIS) to ensure alignment. ● Provides training in the use of new and existing technology and software and prepares training materials for the purpose of supporting technological advancements to regional Yosemite Valley Charter School special education department staff. ● Maintains assigned project control files (e.g., research, completion, etc.) for the purpose of ensuring compliance with mandatory due dates. ● Assist other personnel as may be required for the purpose of supporting them in the completion of their work activities. ● Attend staff meetings and professional development training. ● Process Initial Requests for the schools. ● Additional Support as Requested |
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| Position | Assistive Technology (AT) Coordinator (Classified) |
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| Description of Services | <ul style="list-style-type: none"> ● Assists Senior Director of Special Education in various tasks (i.e. keeping a database of low incidence purchases, ordering/tracking AT) for the purpose of supporting the performance of their functions. ● Composes documents (i.e. correspondence, agendas, minutes, bulletins, reports, etc.) for the purpose of communicating information to program personnel, the public, state officials regarding student assistive technology records/SELPA reimbursements.) ● Coordinates the delivery and pickup for the purpose of organizing and prioritizing AT delivery. ● Maintains various information, files and records (i.e. low incidence invoices, documentation, price listings on AT/Enrichment items, IEPs, etc.) for the purpose of providing information regarding student information, etc. ● Monitors assigned activities (i.e. AT procedures, create handbooks,) and/or program components (i.e. critical timeliness, etc.) for the purpose of ensuring compliance with financial legal and/or administrative requirements. ● Responds to inquiries made by staff, the public, school districts, parents and/or students for the purpose of providing information and/or direction as may be required of student reports. |

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| | <ul style="list-style-type: none"> • Creates and maintains a database of AT sent out to families. Check in yearly (at the IEP) to ensure the equipment is still working and necessary. • Maintains the list of all SPED Loaner Laptops, including current location of those who have been loaned to parents. • Retrieves AT when a student withdraws or graduates. • Store, stock, and catalog AT when it has been retrieved and prepare for future use. • Maintains assessment accounts and trains SPED teachers on the use of data. • Collaborates with SPED Teachers/IT/Curriculum/ Enrichment to ensure prompt delivery of curriculum/Assistive Technology (AT) • Coordinates the content and maintains the schools special education website. • Other duties as assigned. |
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| Position | Administrative Assistant |
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| Description of Services | <p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> • Composes documents from electronic recordings, etc., (e.g. letters, records, reports, memoranda, agenda, forms, minutes etc.) for the purpose of communicating information to appropriate personnel, the public, state officials, etc. • Proofreads own work and that of others for the purpose of ensuring accuracy of documents. • Gathers, compiles, generates and distributes information for the purpose of disseminating information to appropriate parties. • Makes computations using several arithmetical processes for the purpose of verifying totals on reports, requisitions, etc. • Maintains inventory of office supplies for the purpose of ensuring availability of required items. • Answers phones for the purpose of screening calls, transferring calls, responding to inquiries, and/or taking messages. • Operates a variety of standard office equipment (e.g., computers, fax, copier/printer, etc.) for the purpose of performing job functions. • Processes and prepares documents and materials (e.g. schedules, agendas, mail, presentations, etc.) for the purpose of disseminating information to appropriate parties. • Makes independent decisions regarding office work flow, delegating work for the purpose of maximizing the efficiency of the work force and meeting operational requirements. • Coordinates and schedules meetings (may attend as recording secretary), conferences, and appointments for the purpose of supporting staff in the completion of their work activities. • Prepares written materials (e.g. letters, brochures, newsletters, forms, advertisements, legal notices, brochures agreements, etc.,) for the purpose |

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| | <p>of conveying information regarding county office activities and/or procedures.</p> <ul style="list-style-type: none"> ● Researches and monitors the status of legislation and regulations for the purpose of ensuring compliance with financial, legal and/or administrative requirements that may impact the operations of the school. ● Assists in maintaining policy manuals for the purpose of maximizing the efficiency of the workforce and meeting operational requirements. ● Provides training and supervision of clerical work performed by others for the purpose of supporting them in the completion of their work activities |
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| Position | Assistant Director of Special Education |
|-------------------------|--|
| Description of Services | <p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● Assists the Senior Director of Special Education in developing strategic plans and goal priorities for the school setting and in the expansion of school service ● Communicates via telephone, virtually, mail, and in person with out of division placements. ● Develops and implements organizational training. ● Monitors IEPs for compliance and time lines. ● Analyze regulatory information. ● Communicates/confers with parents, teachers, administrators, and other professionals. ● Attends and/or conducts meetings (eligibility, IEP, conferences, staffing). ● Performs related work as required. ● Lead administrator with SpEd Transitions and ATP Programs ● Works closely with community groups and community colleges for student placement <p>KNOWLEDGE, SKILLS AND ABILITIES:</p> <ul style="list-style-type: none"> ● Knowledge of special education regulations for the State of California ● Ability to interpret test data. ● Ability to provide in-service training. ● Excellent communication skills. ● Excellent organizational skills. ● Ability to make independent decisions in accordance with established policies and procedures. ● Ability to develop and provide in service training to staff. ● Ability to interpret state special education regulations and inform staff of any changes. ● Proficiency in the use of technology and software programs. ● Ability to get along with many different personalities and to handle crisis situations. |

| Position | Senior Director of Special Education |
|-------------------------|---|
| Description of Services | <p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● Attend Instructional, Finance, and Operational meetings as requested by the Executive Director to ensure special education interests are considered. ● Collaborate, interface, and attend to Special Education Local Plan Area (SELPA) relationships and meeting participation. ● Be attentive to statewide trends in special education by attending State Board of Education (SBE), Advisory Commission on Charter Schools (ACCS), Advisory Commission on Special Education (ACSE) board meetings. ● Interpret law, regulations, and policy/procedures to determine best course of <ul style="list-style-type: none"> ○ action; advise/direct school personnel and parents. ● Oversee Office of Civil Rights (OCR) and Office of Administrative Hearings (OAH); maintain communication with attorneys and advocates. ● Evaluate and recommend programs, policies, and goals across regional special education departments. ● Communicate with other administrators, personnel, and outside organizations to coordinate activities and programs, resolve issues and conflicts, and exchange information. ● Develop and maintain liaison with appropriate governmental agencies and relevant community groups. ● Oversee Special Education Information System (SEIS) and CASEMIS reporting <ul style="list-style-type: none"> ○ compliance for all Yosemite Valley Charter School local education agencies. ● Support SPED Administrators in implementing their job duties as follows: <ul style="list-style-type: none"> ○ Plan, organize, and direct assigned Special Education programs; manage programs involving teachers, aides, and auxiliary staff; oversee the instructional program in areas of responsibility assigned to assure individual and collective goals for students are achieved within a wide variety of disabilities and disciplines. ○ Facilitate IEP meetings; provide leadership to resolution of issues. ○ Train and oversee staff in established procedures for the identification, placement, and program review for students with disabilities. ○ Train, supervise, direct and evaluate all personnel assigned to the regional special education department. ○ Participate in the recruitment, interviewing and selection of personnel to carry out the program. ○ Supervise the development of programs and strategies for prevention and early intervention. ○ Provide technical expertise, information, and assistance to program staff regarding programs; formulate and develop policies and procedures for programs. ○ Provide leadership to staff in identifying instructional needs and in identifying short- and long-range objectives to meet these needs in an assigned geographic area. ● Perform other duties as assigned. |

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| Position | Director of Transition and Social Emotional Learning |
| Description of Services | |

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| Position | Job Placement Specialist/Job Coach |
| Description of Services | <p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> • Provides job exploration counseling. • Provides workplace readiness training. • Coordinates and conducts work based learning experience site logistics meetings with business partners, Job Placement Specialists, and students. • Conducts work based learning experience orientations with students and parents. • Identifies and “troubleshoots” problems that occur at work based learning experience sites. • Provides instruction in self-advocacy. • Develops and implements lesson plans/materials to support students with employment retention and soft skills. • Develops curriculum. • Holds virtual student sessions and virtual office hours. • Conducts virtual mobility training for students using public transportation and ride share apps. • Provides post-secondary education counseling. • Utilizes community, post-secondary education and business resources to enhance the delivery of student services. • Participates in community employer networks and Chamber of Commerce meetings. • Initiates and maintains contact with a variety of businesses and industry representatives as part of work-based learning experiences. • Remain updated on job market, fairs, internet, and community resources. • Contacts prospective employers to develop specific job opportunities for students and prepare specific job analysis to facilitate job matching. • Coordinates the placement of students into competitive integrated employment. |

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| | <ul style="list-style-type: none"> • Reviews job tasks, scenarios, and expectations with employed students and provide support with developing and /or enhancing their employment skills specific to their place of work. • Regularly provides students receiving short term support services with informal and formal evaluations for improving work skills through regular site visits/supervision. • Actively participates in staff development and transition meetings. • Assists with developing student transition portfolios. • Creates transition infrastructure and programs. • Uploads work samples and other materials onto Student Pathways and SEIS. |
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| Position | Nurse |
| Description of Services | |

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| Position | Student Support Specialist |
| Description of Services | |

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| Position | Service and Assessment Team Coordinator |
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| Description of Services | <p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> • Organize and execute service contracts • Maintain tracking of service provider assignments via spreadsheets in Google Drive • Review and verify type of service, minutes and delivery within the Special Education Information System (SEIS) • Communicate via phone and email with internal service providers and contracted agencies to assign and track service minutes for all students; maintaining a 24 hour response time • Communicate with special education department staff to inform of services status for all students; maintaining a 24-hour response time. • Calculate and adhere to timelines within legal compliance • Attend all special education and pupil services department meetings • Complete daily referrals for student services to NPAs Attend provider meetings • Complete Individual Service Agreements • Find new provider in remote areas • Set up and maintain accounts in SEIS for all Therapist • Help with Service Tracker in SEIS for Therapist • Answer and help with all question about SEIS for Therapist • rganize and execute assessment contracts • Maintain tracking of assessment assignments via spreadsheets in Google Drive • Review and process special education assessment plans within SEIS • Communicate via phone and email with internal assessors and contracted agencies to assign and track assessments for all students, maintaining a 24-hour response time • Communicate via phone and email with special education department staff to inform of assessment status for all students, maintaining a 24-hour response time • Calculate and adhere to timelines within legal compliance • Set up and maintain accounts with Pearson, MHS, etc. • Order all Protocols • Set up accounts in SEIS for contracted agencies Therapist |
| Position | Speech and Language Pathologist |

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| Description of Services | |
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| Position | School Psychologist |
| Description of Services | <p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● Perform initial, triennial, and other assessments for students having IEPs (or those with signed assessment plans) ● Evaluate pupils' academic and social growth ● Attend IEP meetings as needed; provide consultation ● Attend and participate in core staff meetings ● Consult with school administrators, teachers, special education teachers, and parents regarding student learning and access to the educational program (behavior, attention, learning disorders, etc.) ● Provide consultation when needed regarding students on 504 plans ● Refer students and families to community agencies as needed ● Provide reports and recommendations to staff and families as needed for RtI ● Communicate with parents through a variety of means ● Maintain regular communication with directors ● Attend Student Study Team Meetings and Parent Request Meetings/Needs Assessment Meetings as necessary ● Maintain a safe environment for students ● Respond appropriately to feedback given by parents and students ● Exercise discretion in discussing students with non-parental adults, including staff members |

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| Position | Occupational Therapist |
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| Description of Services | |
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ALLOCATION OF SERVICES

For the instructional shared personnel defined above, the following formula is used to determine the Allocation: Lessee schools shall be charged based on the number of students served by each Shared Personnel. The amount charged is the total cost of the staf divided by percentage of students per school served on the staff caseload

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

| | |
|---|--|
| Monarch River Academy, a California nonprofit public benefit corporation By: Name: Its: Date: _____, 2022 | Yosemite Valley Charter School, a California nonprofit public benefit corporation By: Name: Its: Date: _____, 2022 |
| Alta Vista Elementary, Authorizing District for Monarch River Academy By: Name: Its: Date: _____, 2022 | Westside Elementary School, Authorizing District for Yosemite Valley Charter School By: Name: Its: Date: _____, 2022 |

Cover Sheet

Enrollment Report

| | |
|--------------------------|-------------------------------|
| Section: | V. Governance |
| Item: | A. Enrollment Report |
| Purpose: | Informational |
| Related Material: | Enrollment Report - MR |

BACKGROUND:

- Current Enrollment numbers for 2022-2023.

RECOMMENDATION:

- Provide any feedback and or guidance to school leadership.



Monarch River Academy
3610 E. Ashlan Avenue, Fresno, CA 93726
Ph (559) 258-0800 | Fax 559) 532-0203

ENROLLMENT REPORT

Current Enrollment July 22, 2022

- 1,225 currently enrolled students
- 274 enrollment spots remaining.
- Grade level break down:

| Grade | Totals |
|--------|--------|
| TK | 32 |
| KN | 123 |
| 1 | 135 |
| 2 | 151 |
| 3 | 113 |
| 4 | 124 |
| 5 | 122 |
| 6 | 103 |
| 7 | 104 |
| 8 | 80 |
| 9 | 39 |
| 10 | 51 |
| 11 | 25 |
| 12 | 23 |
| Totals | 1225 |

Cover Sheet

COVID-19 Report

| | |
|--------------------------|---------------------------|
| Section: | V. Governance |
| Item: | B. COVID-19 Report |
| Purpose: | Informational |
| Related Material: | N/A |

BACKGROUND:

- No updates or changes regarding COVID-19 Report numbers.
- The school continues to follow guidelines and support staff who are impacted by COVID-19.
- No new testing reimbursements have been made since the last report.

RECOMMENDATION:

- Provide any feedback and or guidance to school leadership.
- Discuss whether or not the Board would like to continue to receive monthly reports on COVID-19.

Cover Sheet

Board Metrics Chart

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|-------------------|---|
| Section: | V. Governance |
| Item: | C. Board Metrics Chart |
| Purpose: | Discussion & Potential Action (Vote) |
| Related Material: | Metrics Checklist for Board Reports - 2022-2023 |

BACKGROUND:

- Updated Board Metrics Checklist/Chart has been created for 2022-2023.
- Items align with the school’s LCAP, Title 1 Requirements, and the Administrative Action Plan & Goals.
- The school would like to propose changing the format of how the metrics items are brought to the Board. The suggestion is to present the monthly items in a comprehensive report instead of individual agenda items.

RECOMMENDATION:

- Consider approval of the Board Metrics Chart and the format of delivery.

Board Metrics Chart

State Priorities (LCAP Metrics): Ed Code 52060(d)

| Priority | Priority Title | Metric <i>(Wording will vary slightly in actual plan)</i> | Proposed Months for Review |
|-----------------|--|--|---|
| 1 | Basic (Williams) | A. Properly Credentialed; no mis-assignments; no vacancies B. Sufficient Materials C. Facilities Maintained (FIT) Report on Rosters Student Load Enrollment Totals - TPR | September |
| 2 | Implementation of State Standards | A. State Standards Implemented/EL access to State Standards and ELD Standards Report on Intervention and Virtual Academy Enrollment and Launch High School Programs and College and Career Readiness | September |
| 3 | Parental Involvement | A. Parental Engagement Measures (efforts to seek parent input and promote parent participation of unduplicated student groups and students with exceptional needs) | May/June |
| 4 | Pupil Achievement | A. Statewide Assessments B. EL Reclassification C. EL Annual Growth on ELPAC D. A-G completion % E. CTE Pathway completion % F. A-G completion & CTE Pathway completion % G. % of students scoring 3 or higher on AP % of students who participate in and demonstrate college readiness as determined by the EAP (ELA) H. % of students who participate in and demonstrate college readiness as determined by the EAP (Math) | January: Dashboard comes out in December- may be a best time to review the finalized official data as compared to prior year's data and in the context of change over time, and Dashboard ratings. Preliminary Assessment data may be ready in July or August depending on when data is finalized. Same for EL reclassification. |
| 5 | Pupil Engagement | A. Attendance Rate B. Chronic Absenteeism Rate C. Middle School Dropout Rate D. High School Dropout Rate E. High School Graduation Rate | December for Attendance and Chronic Absenteeism (Dashboard). This can be presented anytime, but the Dashboard may provide an |

| | | | |
|---|----------------------|---|---|
| | | F. SPED Inclusion Report | important context. June/July for Dropout data and Grad rate (CALPADS) |
| 6 | School Climate | A. Suspension Rate B. Expulsion Rate C. Survey (measuring <i>sense of safety</i> and <i>school connectedness</i>) | Sus and Ex.: Any time-Dashboard will come out in December of each year Survey: administered in March/April. May might be a good month as part of the LCAP presentation |
| 7 | Course Access | A. Access to and Enrollment in a Broad Course of Study (Section 51210 and subdivisions (a) to (i), inclusive, of Section 51220, as applicable) | September |
| 8 | Other Pupil Outcomes | A. Outcomes of Broad Course of Study (Section 51210 and subdivisions (a) to (i), inclusive, of Section 51220, as applicable) | September |
| 9 | Other | A. NPA - In-House Staff (Budget & Attendance): Speech & Occupational Therapy B. Educator Effectiveness Grant C. ELO Grant Activity (Title 1) Including Virtual Academy & Enrichment Academy D. Administrator Action Plan & Goals | Quarterly |

Cover Sheet

Conflict of Interest Code

Board Policy No. 9270

| | |
|--------------------------|---|
| Section: | V. Governance |
| Item: | D. Conflict of Interest Code |
| Purpose: | Discussion & Potential Action (Vote) |
| Related Material: | 9270 - Conflict of Interest Code - Monarch River |

BACKGROUND:

- The school's Conflict of Interest Code needs to be updated with new school titles and positions.
- The updated code will be filed with Tulare County.

RECOMMENDATION:

- Consider approval of the updated Conflict of Interest Code (Board Policy No. 9270).

MONARCH RIVER ACADEMY

CONFLICT OF INTEREST CODE

The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission (FPPC) has adopted a regulation (2 California Code of Regulations §18730) that contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency's code. After public notice and hearing, the standard code may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act.

Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby adopted and incorporated by reference. This regulation and the attached Appendices, designating positions and establishing disclosure categories, shall constitute the conflict of interest code for Monarch River Academy. This code shall take effect when approved by the Tulare County Board of Supervisors, and shall thereupon supersede any and all prior such codes adopted by Monarch River Academy, but shall supplement any conflict of interest policies adopted in compliance with the laws governing nonprofit corporations.

Individuals holding designated positions shall file statements of economic interests with the Secretary of Monarch River Academy. Upon receipt of the statements of the members of the Board of Directors, the Secretary shall make and retain copies and forward the originals of these statements to the Clerk of the Tulare County Board of Supervisors. Original statements for all other designated employees shall be retained by the Secretary. All retained statements shall be available for public inspection and reproduction. (Government Code § 81008.)

APPENDIX ADesignated PositionsDisclosure Category

| | |
|--|------------------------|
| Members of the Governing Board | 1, <u>2</u> , <u>3</u> |
| <u>Executive Director</u> President/CEO | 1, <u>2</u> , <u>3</u> |
| <u>Deputy Director</u> Principal/Superintendent | 1, <u>2</u> , <u>3</u> |
| Assistant Director(s) | <u>2</u> , 3 |
| <u>Co-Director</u> Verification Specialists (s) | <u>2</u> , 3 |
| <u>Regional Coordinators</u> Teachers | <u>2</u> , 3 |
| <u>Teachers</u> Regional Coordinators | <u>2</u> , 3 |
| Senior Director of Special Education | <u>3</u> |
| Regional Director of Special Education | <u>3</u> |
| Assistant Director of Special Education | <u>3</u> |
| <u>Administrative Assistant(s)</u> | <u>2</u> , <u>3</u> |
| <u>Consultant/New Positions</u> | * |

* The ~~Executive Director~~Principal or designee may determine in writing that a particular consultant or newly created position as set forth in 2 Cal. Code Regs. § 18219, that makes or participates in the making of decisions that may foreseeably have a material effect on any financial interest is hired to perform a range of duties that is limited in scope and thus the broadest disclosure is not necessary. Such written determination shall include a description of the consultant's or new position's duties and, based upon that description, a statement of the extent of disclosure requirements. The Principal or designee's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code (Government Code § 81008).

APPENDIX B

Disclosure Categories

Category 1 Reporting:

Designated positions assigned to this category must report:

Interests in real property located in whole or in part within two (2) miles of any facility owned or leased by Monarch River Academy.

Category 2 Reporting:

Designated positions assigned to this category must report:

Investments and business positions in business entities or sources of income (including receipt of gifts, loans, and travel payments) from sources that are contractors engaged in the performance of work or services, or sources that manufacture, sell, repair, rent, or distribute school supplies, books, materials, school furnishings, or equipment of the type to be utilized by Monarch River Academy.

Category 3 Reporting:

Designated positions assigned to this category must report:

Investments and business positions in business entities or sources of income (including receipt of gifts, loans, and travel payments) from sources that are engaged in the performance of work or services, or sources that manufacture, sell, repair, rent, or distribute school supplies, books, materials, school furnishings, or equipment of the type to be utilized by the designated person's department, including, for example, vendors providing such goods and services to be utilized in the instruction of students.

Cover Sheet

Conflict of Interest Policy

Board Policy No. 9271

| | |
|--------------------------|---|
| Section: | V. Governance |
| Item: | E. Conflict of Interest Policy |
| Purpose: | Discussion & Potential Action (Vote) |
| Related Material: | 9271 - Conflict of Interest Policy |

BACKGROUND:

- Routine updates to the Conflict of Interest Policy.

RECOMMENDATION:

- Consider approval of Board Policy No. 9271 - Conflict of Interest Policy.

**REVISED NONPROFIT CONFLICT OF INTEREST POLICY
OF
MONARCH RIVER ACADEMY**

**Article I
Purpose**

The Governing Board hereby adopts this Conflict of Interest Policy ("Policy"), which shall apply to all governing board members, candidates for member of the board, and all other designated employees of the Monarch River Academy("School").

**Article II
Definitions**

"Designated Persons" are officers and employees of the School and Board members who hold positions that involve the making or participation in the making of decisions that may foreseeably have a material effect on any financial interest of that individual. The designated positions are listed in Appendix "A" attached to the School's Conflict of Interest Code and incorporated herein by reference.

"Remote Interests in a Contract" are those interests identified in Government Code section 1091 and relate only to voting members on the Board of Directors and are referred to as "disqualifying interests" herein.

"Non-Interests in a Contract" are those interests identified in Government Code section 1091.5 and relate to directors, officers or employees of the School and are referred to as "disqualifying interests" herein. A copy of Government Code sections 1091 and 1091.5 are attached as Exhibit A to this policy.

**Article III
Conflict Procedures**

A. Statement of Economic Interest, Form 700

Each designated employee, including governing board members and candidates, shall file a Statement of Economic Interest, Form 700 ("Statement") at the time and manner prescribed below, disclosing reportable investments, interests in real property, business positions, and income required to be reported under the category or categories to which the Designated Person's position is assigned in Appendix A of the School's Conflict of Interest Code.

An investment, interest in real property or income shall be reportable if the business entity in which the investment is held, the interest in real property, the business position, or source of income may foreseeably be affected materially by a decision made or by participation in the decision by the designated employee by virtue of his or her position. The specific disclosure responsibilities assigned to each position are set forth in Appendix B of the School's Conflict of Interest Code.

Contents of Statements

Initial Statements: Initial Statements shall disclose any reportable investments, interests in business positions and real property held on the date of assuming office, and income received during the twelve (12) months prior to the effective date of the Code.

Assuming Office Statements: Assuming Office Statements shall disclose any reportable investments, interests in business positions and real property held on the date of assuming office, and income received during the 12 months before the date of assuming office or the date of being appointed or nominated.

Annual Statements: Annual Statements shall disclose reportable investments, interests in real property, and income and business positions held or received during the previous calendar year or since the date the designated employee took office if during the calendar year.

Leaving Office Statement: Leaving Office Statements shall disclose reportable investments, interests in real property, business positions held and income received at any time during the period between the closing date of the last statement required to be filed and the date of leaving office.

Timing of Filings

An initial Statement shall be filed by each designated person within 30 days after the effective date of the Code. Thereafter, each new Designated Person shall file a Statement within 30 days after assuming office. Each Designated Person shall file an annual Statement by April 1. Every Designated Person who leaves office shall file a Statement within 30 days of leaving office.

Statements Filed With the Charter School

All Statements shall be supplied by the Charter School on forms prescribed by the Fair Political Practices Commission. All Statements shall be filed with the Charter School. The Charter School's filing officer shall make and retain a copy and forward the original to the Charter School's code reviewing body.

B. Common Director Disclosure Statement

At the commencement of an individual's term with the Charter School and at the beginning of each fiscal year, each Board member shall complete a Common Director Disclosure Statement and provide it to the Charter School identifying all organizations for which he/she is a board member, employee or committee member that are not otherwise disclosed in the Statement of Economic Interest.

Section 3.1. Disclosure Statement

Disqualification

Designated Persons: No Designated Person, or their spouses and dependent children, may be financially interested in any contract made by them in their official capacity. Board Members are presumed to have made contracts in which they, or their spouses and dependent children have a financial interest. A Designated Person may not make, participate in making, or in any way use or attempt to use his/her official position to influence any Charter School decision which he/she knows or has reason to know he or she has a disqualifying financial interest. A Designated Person has a “disqualifying financial interest” if the decision will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the Designated Person or a member of his or her immediate family. A Director that is also an employee of the School must follow the recusal provisions outlined below for any matters uniquely affecting that member’s employment. A Designated Person must follow recusal provisions outlined below with respect to Remote Interests in Contracts and Non-Interests in Contracts.

Board Make-Up: Not more than 49 percent of the persons serving on the Board of the Charter School may be Directors, or family members, that were compensated by the School for services rendered to it within the previous 12 months, whether as a full- or part-time employee, independent contractor or otherwise, excluding any reasonable reimbursement paid to a director as a director. [Note: This section is included in accordance with the Corporations Code.] No Directors shall serve on the Board of the Charter School if that person has a current financial interest in any contract made by him or her in his or her official capacity on the board, except that an employee Director is not disqualified from serving as a member of the Board of Directors because of that employee’s employment status with the School.

Manner of Disqualification

Persons with Remote Interests in Contracts and Non-Interests in Contracts: When a Designated Person, other than a Board Member, determines that he/she should not make a decision because of a financial interest in a Contract, he/she should submit a written disclosure of the disqualifying interest to his/her immediate supervisor. The supervisor shall immediately reassign the matter to another employee and shall forward the disclosure notice to the Charter School Director, who shall record the employee’s disqualification, and notify the Charter School Governing Board of the interest at its next meeting before the Governing Board discusses or votes on the item. In the case of the Charter School Director, this determination and disclosure shall be made in writing to the Governing Board.

Governing Board members shall orally disclose a Remote Interest, and in some instances a Non-Interest in a Contract, at the meeting during which consideration of the decision takes place. Employee Board members shall orally disclose an interest in any decision uniquely affecting that member’s employment. This disclosure shall be made following the announcement of the agenda item, but before the discussion or vote commences. This disclosure shall be made part of the Board’s official record. The disqualified Board member shall then refrain from participating in the decision in any way, but may remain seated if desired.

If the decision is made during a closed session, the member’s disqualification may be made orally

during the open session before the body goes into closed session and shall be limited to a declaration that his/her recusal is because of a conflict of interest under Government Code section 87100. The declaration shall be made part of the official public record. The member shall not be present when the decision is considered in closed session or knowingly obtain or review a recording or any other non-public information regarding the decision.

The following must be confirmed in the affirmative prior to the Board's acceptance of a contract or transaction with a Designated Person with respect to a Remote or Non-Interest in a Contract:

- That the transaction is entered into for the benefit of the Charter School;
- That the transaction was fair and reasonable for the Charter School at the time it enters into the transaction;
- That after reasonable investigation under the circumstances, the Board determines, in good faith, that the Charter School could not have obtained a more advantageous arrangement with reasonable effort. Documentation of the results of the investigation shall be retained either in the Board minutes and/or in the school's financial files.

Disqualified Designated Persons shall not be counted toward achieving a quorum while the item is discussed.

Adopted by the Board of Directors of Monarch River Academy, on August 24th 2020, effective immediately.

Adopted on April 8, 2019

Amended: August 24, 2020

Amended: July 26, 2022

EXHIBIT A

Government Code § 1091. Remote interest of officer or member

(a) An officer shall not be deemed to be interested in a contract entered into by a body or board of which the officer is a member within the meaning of this article if the officer has only a remote interest in the contract and if the fact of that interest is disclosed to the body or board of which the officer is a member and noted in its official records, and thereafter the body or board authorizes, approves, or ratifies the contract in good faith by a vote of its membership sufficient for the purpose without counting the vote or votes of the officer or member with the remote interest.

(b) As used in this article, “remote interest” means any of the following:

(1) That of an officer or employee of a nonprofit entity exempt from taxation pursuant to Section 501(c)(3) of the Internal Revenue Code (26 U.S.C. Sec. 501(c)(3)) or a nonprofit corporation, except as provided in paragraph (8) of subdivision (a) of Section 1091.5.

(2) That of an employee or agent of the contracting party, if the contracting party has 10 or more other employees and if the officer was an employee or agent of that contracting party for at least three years prior to the officer initially accepting his or her office and the officer owns less than 3 percent of the shares of stock of the contracting party; and the employee or agent is not an officer or director of the contracting party and did not directly participate in formulating the bid of the contracting party.

For purposes of this paragraph, time of employment with the contracting party by the officer shall be counted in computing the three-year period specified in this paragraph even though the contracting party has been converted from one form of business organization to a different form of business organization within three years of the initial taking of office by the officer. Time of employment in that case shall be counted only if, after the transfer or change in organization, the real or ultimate ownership of the contracting party is the same or substantially similar to that which existed before the transfer or change in organization. For purposes of this paragraph, stockholders, bondholders, partners, or other persons holding an interest in the contracting party are regarded as having the “real or ultimate ownership” of the contracting party.

(3) That of an employee or agent of the contracting party, if all of the following conditions are met:

(A) The agency of which the person is an officer is a local public agency located in a county with a population of less than 4,000,000.

(B) The contract is competitively bid and is not for personal services.

(C) The employee or agent is not in a primary management capacity with the contracting party, is not an officer or director of the contracting party, and holds no ownership interest in the contracting party.

(D) The contracting party has 10 or more other employees.

(E) The employee or agent did not directly participate in formulating the bid of the contracting party.

(F) The contracting party is the lowest responsible bidder.

- (4) That of a parent in the earnings of his or her minor child for personal services.
- (5) That of a landlord or tenant of the contracting party.
- (6) That of an attorney of the contracting party or that of an owner, officer, employee, or agent of a firm that renders, or has rendered, service to the contracting party in the capacity of stockbroker, insurance agent, insurance broker, real estate agent, or real estate broker, if these individuals have not received and will not receive remuneration, consideration, or a commission as a result of the contract and if these individuals have an ownership interest of 10 percent or more in the law practice or firm, stock brokerage firm, insurance firm, or real estate firm.
- (7) That of a member of a nonprofit corporation formed under the Food and Agricultural Code or a nonprofit corporation formed under the Corporations Code for the sole purpose of engaging in the merchandising of agricultural products or the supplying of water.
- (8) That of a supplier of goods or services when those goods or services have been supplied to the contracting party by the officer for at least five years prior to his or her election or appointment to office.
- (9) That of a person subject to the provisions of Section 1090 in any contract or agreement entered into pursuant to the provisions of the California Land Conservation Act of 1965.
- (10) Except as provided in subdivision (b) of Section 1091.5, that of a director of, or a person having an ownership interest of, 10 percent or more in a bank, bank holding company, or savings and loan association with which a party to the contract has a relationship of borrower or depositor, debtor or creditor.
- (11) That of an engineer, geologist, or architect employed by a consulting engineering or architectural firm. This paragraph applies only to an employee of a consulting firm who does not serve in a primary management capacity, and does not apply to an officer or director of a consulting firm.
- (12) That of an elected officer otherwise subject to Section 1090, in any housing assistance payment contract entered into pursuant to Section 8 of the United States Housing Act of 1937 (42 U.S.C. Sec. 1437f) as amended, provided that the housing assistance payment contract was in existence before Section 1090 became applicable to the officer and will be renewed or extended only as to the existing tenant, or, in a jurisdiction in which the rental vacancy rate is less than 5 percent, as to new tenants in a unit previously under a Section 8 contract. This section applies to any person who became a public official on or after November 1, 1986.
- (13) That of a person receiving salary, per diem, or reimbursement for expenses from a government entity.
- (14) That of a person owning less than 3 percent of the shares of a contracting party that is a for-profit corporation, provided that the ownership of the shares derived from the person's employment with that corporation.
- (15) That of a party to litigation involving the body or board of which the officer is a member in connection with an agreement in which all of the following apply:
 - (A) The agreement is entered into as part of a settlement of litigation in which the body or board is represented by legal counsel.

(B) After a review of the merits of the agreement and other relevant facts and circumstances, a court of competent jurisdiction finds that the agreement serves the public interest.

(C) The interested member has recused himself or herself from all participation, direct or indirect, in the making of the agreement on behalf of the body or board.

(16) That of a person who is an officer or employee of an investor-owned utility that is regulated by the Public Utilities Commission with respect to a contract between the investor-owned utility and a state, county, district, judicial district, or city body or board of which the person is a member, if the contract requires the investor-owned utility to provide energy efficiency rebates or other type of program to encourage energy efficiency that benefits the public when all of the following apply:

(A) The contract is funded by utility consumers pursuant to regulations of the Public Utilities Commission.

(B) The contract provides no individual benefit to the person that is not also provided to the public, and the investor-owned utility receives no direct financial profit from the contract.

(C) The person has recused himself or herself from all participation in making the contract on behalf of the state, county, district, judicial district, or city body or board of which he or she is a member.

(D) The contract implements a program authorized by the Public Utilities Commission.

(c) This section is not applicable to any officer interested in a contract who influences or attempts to influence another member of the body or board of which he or she is a member to enter into the contract.

(d) The willful failure of an officer to disclose the fact of his or her interest in a contract pursuant to this section is punishable as provided in Section 1097. That violation does not void the contract unless the contracting party had knowledge of the fact of the remote interest of the officer at the time the contract was executed.

§ 1091.5. Interests not constituting an interest in a contract

(a) An officer or employee shall not be deemed to be interested in a contract if his or her interest is any of the following:

(1) The ownership of less than 3 percent of the shares of a corporation for profit, provided that the total annual income to him or her from dividends, including the value of stock dividends, from the corporation does not exceed 5 percent of his or her total annual income, and any other payments made to him or her by the corporation do not exceed 5 percent of his or her total annual income.

(2) That of an officer in being reimbursed for his or her actual and necessary expenses incurred in the performance of official duties.

(3) That of a recipient of public services generally provided by the public body or board of which he or she is a member, on the same terms and conditions as if he or she were not a member of the body or board.

(4) That of a landlord or tenant of the contracting party if the contracting party is the federal government or any federal department or agency, this state or an adjoining state, any department or agency of this state or an adjoining state, any county or city of this state or an adjoining state, or any public corporation or special, judicial, or other public district of this state or an adjoining state unless the subject matter of the contract is the property in which the officer or employee has the interest as landlord or tenant in which event his or her interest shall be deemed a remote interest within the meaning of, and subject to, the provisions of Section 1091.

(5) That of a tenant in a public housing authority created pursuant to Part 2 (commencing with Section 34200) of Division 24 of the Health and Safety Code in which he or she serves as a member of the board of commissioners of the authority or of a community development commission created pursuant to Part 1.7 (commencing with Section 34100) of Division 24 of the Health and Safety Code.

(6) That of a spouse of an officer or employee of a public agency in his or her spouse's employment or office holding if his or her spouse's employment or office holding has existed for at least one year prior to his or her election or appointment.

(7) That of a nonsalaried member of a nonprofit corporation, provided that this interest is disclosed to the body or board at the time of the first consideration of the contract, and provided further that this interest is noted in its official records.

(8) That of a noncompensated officer of a nonprofit, tax-exempt corporation, which, as one of its primary purposes, supports the functions of the body or board or to which the body or board has a legal obligation to give particular consideration, and provided further that this interest is noted in its official records.

For purposes of this paragraph, an officer is "noncompensated" even though he or she receives reimbursement from the nonprofit, tax-exempt corporation for necessary travel and other actual expenses incurred in performing the duties of his or her office.

(9) That of a person receiving salary, per diem, or reimbursement for expenses from a government entity, unless the contract directly involves the department of the government entity that employs the officer or employee, provided that the interest is disclosed to the body or board at the time of consideration of the contract, and provided further that the interest is noted in its official record.

(10) That of an attorney of the contracting party or that of an owner, officer, employee, or agent of a firm which renders, or has rendered, service to the contracting party in the capacity of stockbroker, insurance agent, insurance broker, real estate agent, or real estate broker, if these individuals have not received and will not receive remuneration, consideration, or a commission as a result of the contract and if these individuals have an ownership interest of less than 10 percent in the law practice or firm, stock brokerage firm, insurance firm, or real estate firm.

(11) Except as provided in subdivision (b), that of an officer or employee of, or a person having less than a 10-percent ownership interest in, a bank, bank holding company, or savings and loan association with which a party to the contract has a relationship of borrower, depositor, debtor, or creditor.

(12) That of (A) a bona fide nonprofit, tax-exempt corporation having among its primary purposes the conservation, preservation, or restoration of park and natural lands or historical resources for public benefit, which corporation enters into an agreement with a public agency to provide services related to park and natural lands or historical resources and which services are found by the public agency, prior to entering into the agreement or as part of the agreement, to be necessary to the public interest to plan for, acquire, protect, conserve, improve, or restore park and natural lands or historical resources for public purposes and (B) any officer, director, or employee acting pursuant to the agreement on behalf of the nonprofit corporation. For purposes of this paragraph, “agreement” includes contracts and grants, and “park,” “natural lands,” and “historical resources” shall have the meanings set forth in subdivisions (d), (g), and (i) of Section 5902 of the Public Resources Code. Services to be provided to the public agency may include those studies and related services, acquisitions of property and property interests, and any activities related to those studies and acquisitions necessary for the conservation, preservation, improvement, or restoration of park and natural lands or historical resources.

(13) That of an officer, employee, or member of the Board of Directors of the California Housing Finance Agency with respect to a loan product or programs if the officer, employee, or member participated in the planning, discussions, development, or approval of the loan product or program and both of the following two conditions exist:

(A) The loan product or program is or may be originated by any lender approved by the agency.

(B) The loan product or program is generally available to qualifying borrowers on terms and conditions that are substantially the same for all qualifying borrowers at the time the loan is made.

(b) An officer or employee shall not be deemed to be interested in a contract made pursuant to competitive bidding under a procedure established by law if his or her sole interest is that of an officer, director, or employee of a bank or savings and loan association with which a party to the contract has the relationship of borrower or depositor, debtor or creditor.

**REVISED NONPROFIT CONFLICT OF INTEREST POLICY
OF
MONARCH RIVER ACADEMY**

**Article I
Purpose**

The Governing Board hereby adopts this Conflict of Interest Policy (“Policy”), which shall apply to all governing board members, candidates for member of the board, and all other designated employees of the Monarch River Academy (“School”).

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

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

**Article II
Definitions**

“Designated Persons” are officers and employees of the School and Board members who hold positions that involve the making or participation in the making of decisions that may foreseeably have a material effect on any financial interest of that individual. The designated positions are listed in Appendix “A” attached to the School’s Conflict of Interest Code and incorporated herein by reference.

“Remote Interests in a Contract” are those interests identified in Government Code section 1091 and relate only to voting members on the Board of Directors and are referred to as “disqualifying interests” herein.

“Non-Interests in a Contract” are those interests identified in Government Code section 1091.5 and relate to directors, officers or employees of the School and are referred to as “disqualifying interests” herein. A copy of Government Code sections 1091 and 1091.5 are attached as Exhibit A to this policy.

Section 2.1. Interested Person

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

Section 2.2. Financial Interest

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

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~~a. an ownership or investment interest in any entity with which the Corporation has a transaction or arrangement, or~~

~~b. a compensation arrangement with the Corporation or with any entity or individual with which the Corporation has a transaction or arrangement, or~~

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

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

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

Section 2.3. Key Employee

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

Article III Conflict Procedures

A. Statement of Economic Interest, Form 700

Each designated employee, including governing board members and candidates, shall file a Statement of Economic Interest, Form 700 (“Statement”) at the time and manner prescribed below, disclosing reportable investments, interests in real property, business positions, and income required to be reported under the category or categories to which the Designated Person’s position is assigned in Appendix A of the School’s Conflict of Interest Code.

An investment, interest in real property or income shall be reportable if the business entity in which the investment is held, the interest in real property, the business position, or source of income may foreseeably be affected materially by a decision made or by participation in the decision by the designated employee by virtue of his or her position. The specific disclosure responsibilities assigned to each position are set forth in Appendix B of the School’s Conflict of Interest Code.

Contents of Statements

Initial Statements: Initial Statements shall disclose any reportable investments, interests in business positions and real property held on the date of assuming office, and income received during the twelve (12) months prior to the effective date of the Code.

Assuming Office Statements: Assuming Office Statements shall disclose any reportable investments, interests in business positions and real property held on the date of assuming office, and income received during the 12 months before the date of assuming office or the date of being appointed or nominated.

Annual Statements: Annual Statements shall disclose reportable investments, interests in real property, and income and business positions held or received during the previous calendar year or since the date the designated employee took office if during the calendar year.

Leaving Office Statement: Leaving Office Statements shall disclose reportable investments, interests in real property, business positions held and income received at any time during the period between the closing date of the last statement required to be filed and the date of leaving office.

Timing of Filings

An initial Statement shall be filed by each designated person within 30 days after the effective date of the Code. Thereafter, each new Designated Person shall file a Statement within 30 days after assuming office. Each Designated Person shall file an annual Statement by April 1. Every Designated Person who leaves office shall file a Statement within 30 days of leaving office.

Statements Filed With the Charter School

All Statements shall be supplied by the Charter School on forms prescribed by the Fair Political Practices Commission. All Statements shall be filed with the Charter School. The Charter School's filing officer shall make and retain a copy and forward the original to the Charter School's code reviewing body.

B. Common Director Disclosure Statement

At the commencement of an individual's term with the Charter School and at the beginning of each fiscal year, each Board member shall complete a Common Director Disclosure Statement and provide it to the Charter School identifying all organizations for which he/she is a board member, employee or committee member that are not otherwise disclosed in the Statement of Economic Interest.

Section 3.1. Disclosure Statement~~Duty to Disclose~~

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

Section 3.2. Determining Whether a Conflict of Interest Exists

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

Section 3.3. Procedures for Addressing the Conflict of Interest

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

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

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

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

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

Section 3.4. Violations of the Conflict of Interest Policy

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

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

Article IV

Disqualification Records of Proceedings

Designated Persons: No Designated Person, or their spouses and dependent children, may be financially interested in any contract made by them in their official capacity. Board Members are presumed to have made contracts in which they, or their spouses and dependent children have a financial interest. A Designated Person may not make, participate in making, or in any way use or attempt to use his/her official position to influence any Charter School decision which he/she knows or has reason to know he or she has a disqualifying financial interest. A Designated Person has a “disqualifying financial interest” if the decision will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the Designated Person or a member of his or her immediate family. A Director that is also an employee of the School must follow the recusal provisions outlined below for any matters uniquely affecting that member’s employment. A Designated Person must follow recusal provisions outlined below with respect to Remote Interests in Contracts and Non-Interests in Contracts.

Board Make-Up: Not more than 49 percent of the persons serving on the Board of the Charter School may be Directors, or family members, that were compensated by the School for services rendered to it within the previous 12 months, whether as a full- or part-time employee, independent contractor or otherwise, excluding any reasonable reimbursement paid to a director as a director. [Note: This section is included in accordance with the Corporations Code.] No Directors shall serve on the Board of the Charter School if that person has a current financial interest in any contract made by him or her in his or her official capacity on the board, except that an employee Director is not disqualified from serving as a member of the Board of Directors because of that employee’s employment status with the School.

Manner of Disqualification

Persons with Remote Interests in Contracts and Non-Interests in Contracts: When a Designated Person, other than a Board Member, determines that he/she should not make a decision because of a financial interest in a Contract, he/she should submit a written disclosure of the disqualifying interest to his/her immediate supervisor. The supervisor shall immediately reassign the matter to another employee and shall forward the disclosure notice to the Charter School Director, who shall record the employee’s disqualification, and notify the Charter School Governing Board of the interest at its next meeting before the Governing Board discusses or votes on the item. In the case of the Charter School Director, this determination and disclosure shall be made in writing to the Governing Board.

Governing Board members shall orally disclose a Remote Interest, and in some instances a Non-Interest in a Contract, at the meeting during which consideration of the decision takes place. Employee Board members shall orally disclose an interest in any decision uniquely affecting that member’s employment. This disclosure shall be made following the announcement of the agenda item, but before the discussion or vote commences. This disclosure shall be made part of the Board’s official record. The disqualified Board member shall then refrain from participating in the decision in any way, but may remain seated if desired.

If the decision is made during a closed session, the member's disqualification may be made orally during the open session before the body goes into closed session and shall be limited to a declaration that his/her recusal is because of a conflict of interest under Government Code section 87100. The declaration shall be made part of the official public record. The member shall not be present when the decision is considered in closed session or knowingly obtain or review a recording or any other non-public information regarding the decision.

The following must be confirmed in the affirmative prior to the Board's acceptance of a contract or transaction with a Designated Person with respect to a Remote or Non-Interest in a Contract:

- That the transaction is entered into for the benefit of the Charter School;
- That the transaction was fair and reasonable for the Charter School at the time it enters into the transaction;
- That after reasonable investigation under the circumstances, the Board determines, in good faith, that the Charter School could not have obtained a more advantageous arrangement with reasonable effort. Documentation of the results of the investigation shall be retained either in the Board minutes and/or in the school's financial files.

Disqualified Designated Persons shall not be counted toward achieving a quorum while the item is discussed.

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

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

Article V

Compensation Procedures

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

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

Article VI

Annual Statements

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

- ~~a. has received a copy of this Policy of the Corporation,~~
- ~~b. has read and understands this Policy,~~
- ~~c. has agreed to comply with this Policy, and~~
- ~~d. understands that the Corporation is a charitable organization and that in order to maintain its federal tax exemption, it must engage primarily in activities which accomplish one or more of its stated charitable, educational, and scientific purposes and do not result in private inurement or unreasonable or excessive economic benefit to private individuals or entities.~~

Article VII

Periodic Reviews

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

- ~~a. Whether compensation arrangements are reasonable,~~
- ~~b. Whether transactions of the Corporation result in private inurement or impermissible private benefit,~~
- ~~c. Whether transactions and arrangements with third parties conform to written policies, including this Policy, are properly recorded, reflect reasonable payments for goods and services, further the Corporation's charitable, educational, and scientific purposes, and do not result in private inurement or impermissible private benefit, and~~

~~d. Whether the Corporation's expense reimbursement procedures are adequate in terms of required documentation, whether persons seeking reimbursement are complying with these procedures, and whether such expenses relate to furthering the Corporation's charitable, educational, and scientific purposes and do not result in private inurement or impermissible private benefit.~~

~~Article VIII~~

~~Use of Outside Experts~~

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

~~Article IX~~

~~California Government Code section 1090~~

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

~~Article X~~

~~**Section 10.1.** This policy shall supersede the prior conflict of interest policy adopted by the Corporation, but shall supplement any Conflict of Interest Code adopted by the Corporation in compliance with the Political Reform Act of 1974 (Title 9 (commencing with section 81000) of the California Government Code).~~

Adopted by the Board of Directors of Monarch River Academy, on August 24th 2020, effective immediately.

Adopted on April 8, 2019

Amended: August 24, 2020

Amended: July 26, 2022

**AGREEMENT TO COMPLY
WITH
CONFLICT OF INTEREST POLICY**

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

Signature: _____

Print name: _____

Date: _____

EXHIBIT A

Government Code § 1091. Remote interest of officer or member

(a) An officer shall not be deemed to be interested in a contract entered into by a body or board of which the officer is a member within the meaning of this article if the officer has only a remote interest in the contract and if the fact of that interest is disclosed to the body or board of which the officer is a member and noted in its official records, and thereafter the body or board authorizes, approves, or ratifies the contract in good faith by a vote of its membership sufficient for the purpose without counting the vote or votes of the officer or member with the remote interest.

(b) As used in this article, “remote interest” means any of the following:

(1) That of an officer or employee of a nonprofit entity exempt from taxation pursuant to Section 501(c)(3) of the Internal Revenue Code (26 U.S.C. Sec. 501(c)(3)) or a nonprofit corporation, except as provided in paragraph (8) of subdivision (a) of Section 1091.5.

(2) That of an employee or agent of the contracting party, if the contracting party has 10 or more other employees and if the officer was an employee or agent of that contracting party for at least three years prior to the officer initially accepting his or her office and the officer owns less than 3 percent of the shares of stock of the contracting party; and the employee or agent is not an officer or director of the contracting party and did not directly participate in formulating the bid of the contracting party.

For purposes of this paragraph, time of employment with the contracting party by the officer shall be counted in computing the three-year period specified in this paragraph even though the contracting party has been converted from one form of business organization to a different form of business organization within three years of the initial taking of office by the officer. Time of employment in that case shall be counted only if, after the transfer or change in organization, the real or ultimate ownership of the contracting party is the same or substantially similar to that which existed before the transfer or change in organization. For purposes of this paragraph, stockholders, bondholders, partners, or other persons holding an interest in the contracting party are regarded as having the "real or ultimate ownership" of the contracting party.

(3) That of an employee or agent of the contracting party, if all of the following conditions are met:

(A) The agency of which the person is an officer is a local public agency located in a county with a population of less than 4,000,000.

(B) The contract is competitively bid and is not for personal services.

(C) The employee or agent is not in a primary management capacity with the contracting party, is not an officer or director of the contracting party, and holds no ownership interest in the contracting party.

(D) The contracting party has 10 or more other employees.

(E) The employee or agent did not directly participate in formulating the bid of the contracting party.

(F) The contracting party is the lowest responsible bidder.

(4) That of a parent in the earnings of his or her minor child for personal services.

(5) That of a landlord or tenant of the contracting party.

(6) That of an attorney of the contracting party or that of an owner, officer, employee, or agent of a firm that renders, or has rendered, service to the contracting party in the capacity of stockbroker, insurance agent, insurance broker, real estate agent, or real estate broker, if these individuals have not received and will not receive remuneration, consideration, or a commission as a result of the contract and if these individuals have an ownership interest of 10 percent or more in the law practice or firm, stock brokerage firm, insurance firm, or real estate firm.

(7) That of a member of a nonprofit corporation formed under the Food and Agricultural Code or a nonprofit corporation formed under the Corporations Code for the sole purpose of engaging in the merchandising of agricultural products or the supplying of water.

(8) That of a supplier of goods or services when those goods or services have been supplied to the contracting party by the officer for at least five years prior to his or her election or appointment to office.

(9) That of a person subject to the provisions of Section 1090 in any contract or agreement entered into pursuant to the provisions of the California Land Conservation Act of 1965.

(10) Except as provided in subdivision (b) of Section 1091.5, that of a director of, or a person having an ownership interest of, 10 percent or more in a bank, bank holding company, or savings and loan association with which a party to the contract has a relationship of borrower or depositor, debtor or creditor.

(11) That of an engineer, geologist, or architect employed by a consulting engineering or architectural firm. This paragraph applies only to an employee of a consulting firm who does not serve in a primary management capacity, and does not apply to an officer or director of a consulting firm.

(12) That of an elected officer otherwise subject to Section 1090, in any housing assistance payment contract entered into pursuant to Section 8 of the United States Housing Act of 1937 (42 U.S.C. Sec. 1437f) as amended, provided that the housing assistance payment contract was in existence before Section 1090 became applicable to the officer and will be renewed or extended only as to the existing tenant, or, in a jurisdiction in which the rental vacancy rate is less than 5 percent, as to new tenants in a unit previously under a Section 8 contract. This section applies to any person who became a public official on or after November 1, 1986.

(13) That of a person receiving salary, per diem, or reimbursement for expenses from a government entity.

(14) That of a person owning less than 3 percent of the shares of a contracting party that is a for-profit corporation, provided that the ownership of the shares derived from the person's employment with that corporation.

(15) That of a party to litigation involving the body or board of which the officer is a member in connection with an agreement in which all of the following apply:

(A) The agreement is entered into as part of a settlement of litigation in which the body or board is represented by legal counsel.

(B) After a review of the merits of the agreement and other relevant facts and circumstances, a court of competent jurisdiction finds that the agreement serves the public interest.

(C) The interested member has recused himself or herself from all participation, direct or indirect, in the making of the agreement on behalf of the body or board.

(16) That of a person who is an officer or employee of an investor-owned utility that is regulated by the Public Utilities Commission with respect to a contract between the investor-owned utility and a state, county, district, judicial district, or city body or board of which the person is a member, if the contract requires the investor-owned utility to provide energy efficiency rebates or other type of program to encourage energy efficiency that benefits the public when all of the following apply:

(A) The contract is funded by utility consumers pursuant to regulations of the Public Utilities Commission.

(B) The contract provides no individual benefit to the person that is not also provided to the public, and the investor-owned utility receives no direct financial profit from the contract.

(C) The person has recused himself or herself from all participation in making the contract on behalf of the state, county, district, judicial district, or city body or board of which he or she is a member.

(D) The contract implements a program authorized by the Public Utilities Commission.

(c) This section is not applicable to any officer interested in a contract who influences or attempts to influence another member of the body or board of which he or she is a member to enter into the contract.

(d) The willful failure of an officer to disclose the fact of his or her interest in a contract pursuant to this section is punishable as provided in Section 1097. That violation does not void the contract unless the contracting party had knowledge of the fact of the remote interest of the officer at the time the contract was executed.

§ 1091.5. Interests not constituting an interest in a contract

(a) An officer or employee shall not be deemed to be interested in a contract if his or her interest is any of the following:

(1) The ownership of less than 3 percent of the shares of a corporation for profit, provided that the total annual income to him or her from dividends, including the value of stock dividends, from the corporation does not exceed 5 percent of his or her total annual income, and any other payments made to him or her by the corporation do not exceed 5 percent of his or her total annual income.

(2) That of an officer in being reimbursed for his or her actual and necessary expenses incurred in the performance of official duties.

(3) That of a recipient of public services generally provided by the public body or board of which he or she is a member, on the same terms and conditions as if he or she were not a member of the body or board.

(4) That of a landlord or tenant of the contracting party if the contracting party is the federal government or any federal department or agency, this state or an adjoining state, any department or agency of this state or an adjoining state, any county or city of this state or an adjoining state, or any public corporation or special, judicial, or other public district of this state or an adjoining state unless the subject matter of the contract is the property in which the officer or employee has the interest as landlord or tenant in which event his or her interest shall be deemed a remote interest within the meaning of, and subject to, the provisions of Section 1091.

(5) That of a tenant in a public housing authority created pursuant to Part 2 (commencing with Section 34200) of Division 24 of the Health and Safety Code in which he or she serves as a member of the board of commissioners of the authority or of a community development commission created pursuant to Part 1.7 (commencing with Section 34100) of Division 24 of the Health and Safety Code.

(6) That of a spouse of an officer or employee of a public agency in his or her spouse's employment or office holding if his or her spouse's employment or office holding has existed for at least one year prior to his or her election or appointment.

(7) That of a nonsalaried member of a nonprofit corporation, provided that this interest is disclosed to the body or board at the time of the first consideration of the contract, and provided further that this interest is noted in its official records.

(8) That of a noncompensated officer of a nonprofit, tax-exempt corporation, which, as one of its primary purposes, supports the functions of the body or board or to which the body or board has a legal obligation to give particular consideration, and provided further that this interest is noted in its official records.

For purposes of this paragraph, an officer is “noncompensated” even though he or she receives reimbursement from the nonprofit, tax-exempt corporation for necessary travel and other actual expenses incurred in performing the duties of his or her office.

(9) That of a person receiving salary, per diem, or reimbursement for expenses from a government entity, unless the contract directly involves the department of the government entity that employs the officer or employee, provided that the interest is disclosed to the body or board at the time of consideration of the contract, and provided further that the interest is noted in its official record.

(10) That of an attorney of the contracting party or that of an owner, officer, employee, or agent of a firm which renders, or has rendered, service to the contracting party in the capacity of stockbroker, insurance agent, insurance broker, real estate agent, or real estate broker, if these individuals have not received and will not receive remuneration, consideration, or a commission as a result of the contract and if these individuals have an ownership interest of less than 10 percent in the law practice or firm, stock brokerage firm, insurance firm, or real estate firm.

(11) Except as provided in subdivision (b), that of an officer or employee of, or a person having less than a 10-percent ownership interest in, a bank, bank holding company, or savings and loan association with which a party to the contract has a relationship of borrower, depositor, debtor, or creditor.

(12) That of (A) a bona fide nonprofit, tax-exempt corporation having among its primary purposes the conservation, preservation, or restoration of park and natural lands or historical resources for public benefit, which corporation enters into an agreement with a public agency to provide services related to park and natural lands or historical resources and which services are found by the public agency, prior to entering into the agreement or as part of the agreement, to be necessary to the public interest to plan for, acquire, protect, conserve, improve, or restore park and natural lands or historical resources for public purposes and (B) any officer, director, or employee acting pursuant to the agreement on behalf of the nonprofit corporation. For purposes of this paragraph, “agreement” includes contracts and grants, and “park,” “natural lands,” and “historical resources” shall have the meanings set forth in subdivisions (d), (g), and (i) of Section 5902 of the Public Resources Code. Services to be provided to the public agency may include those studies and related services, acquisitions of property and property interests, and any activities related to those studies and acquisitions necessary for the conservation, preservation, improvement, or restoration of park and natural lands or historical resources.

(13) That of an officer, employee, or member of the Board of Directors of the California Housing Finance Agency with respect to a loan product or programs if the officer, employee, or member participated in the planning, discussions, development, or approval of the loan product or program and both of the following two conditions exist:

(A) The loan product or program is or may be originated by any lender approved by the agency.

(B) The loan product or program is generally available to qualifying borrowers on terms and conditions that are substantially the same for all qualifying borrowers at the time the loan is made.

(b) An officer or employee shall not be deemed to be interested in a contract made pursuant to competitive bidding under a procedure established by law if his or her sole interest is that of an officer, director, or employee of a bank or savings and loan association with which a party to the contract has the relationship of borrower or depositor, debtor or creditor.

Cover Sheet

Purchase of an Annual License for a Board/Governance Platform

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|--------------------------|---|
| Section: | V. Governance |
| Item: | F. Purchase of an Annual License for a Board/Governance Platform |
| Purpose: | Discussion & Potential Action (Vote) |
| Related Material: | N/A |

BACKGROUND:

- The school needs a tool to help with an online governance platform to help streamline and organize Board items.

RECOMMENDATION:

- Share your experience or recommendations with any online platforms you are familiar with and or would like to see the school consider as they are looking for a new platform.
- Consider approval of allowing the school to select and purchase an annual license for an online Board/Governance platform.

Cover Sheet

Board Meeting Format

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|--------------------------|---|
| Section: | V. Governance |
| Item: | G. Board Meeting Format |
| Purpose: | Discussion & Potential Action (Vote) |
| Related Material: | None |

BACKGROUND:

- It is recommended that the Board meets to determine health/safety risks of meeting in-person vs virtually. Reference: [Government Code Section 8625](#)
- If a state of emergency as declared by the governor continues to remain active, legislative bodies must “re-up” their decision to teleconference using this flexibility and making a determination every 30 days thereafter. Doing so, the Board must make the following findings, by majority vote:
 - The board has reconsidered the circumstances of the state of emergency.
 - Either of the following circumstances exist: (1) The state of emergency continues to directly impact the ability of the members to meet safely in person, and/or (2) state or local officials continue to impose or recommend measures to promote social distancing.
- The flexibility afforded under AB 361 sunsets on January 1, 2024 and the usual teleconferencing restrictions return to pre-COVID practices/guidelines.

RECOMMENDATION:

- Consider approval to hold the next meeting in August in a hybrid format, offering both in person and virtual options to attend the Board meeting.