



## MY Academy

### Regular Meeting of the Board of Directors

Published on September 8, 2023 at 4:35 PM PDT

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#### **Date and Time**

Thursday September 14, 2023 at 9:00 AM PDT

#### **Location**

Regus - Gateway Chula Vista  
333 H Street, Suite 5000  
Chula Vista, CA 91910

#### **Join by telephone or via Zoom conferencing link below:**

Dial by your location

+1 213 338 8477 US (Los Angeles)

+1 669 900 6833 US (San Jose)

Meeting ID: 816 128 9676

<https://us06web.zoom.us/j/8161289676>

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#### **MISSION STATEMENT**

MY Academy believes in diversity, inclusivity, academic excellence, hope, service, feedback, and gratitude. Our mission is to create a diverse and individualized learning environment that supports every student and strengthens relationships between families, programs, authorizers, and the community.

#### **THE ORDER OF BUSINESS MAY BE CHANGED WITHOUT NOTICE**

Notice is hereby given that the order of consideration of matters on this agenda may be changed without prior notice.

#### **REASONABLE LIMITATIONS MAY BE PLACED ON PUBLIC TESTIMONY**

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The Governing Board's presiding officer reserves the right to impose reasonable time limits on public testimony to ensure that the agenda is completed.

### **REASONABLE ACCOMMODATION WILL BE PROVIDED FOR ANY INDIVIDUAL WITH A DISABILITY**

Pursuant to the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, any individual with a disability who requires reasonable accommodation to attend or participate in this meeting of the Governing Board may request assistance by contacting Motivated Youth Academy.

## **Agenda**

	Purpose	Presenter	Time
<b>I. Opening Items</b>			<b>9:00 AM</b>
<b>A.</b> Call the Meeting to Order		Board President	1 m
<b>B.</b> Record Attendance		Board President	1 m
Roll Call:			
William Hall, President			
Michael Humphrey, Vice President			
Steve Fraire, Clerk			
Peter Matz, Member			
Larry Alvarado, Member			
<b>II. Pledge of Allegiance</b>			<b>9:02 AM</b>
<b>A.</b> Led by Board President or designee.		Board President	2 m
<b>B.</b> Land Acknowledgement		Bill Dobson	2 m
<b>III. Approve/Adopt Agenda</b>			<b>9:06 AM</b>
<b>A.</b> Approve Agenda	Vote	Board President	1 m
It is recommended the Board of Directors adopt as presented, the agenda for the Regular Board meeting of September 14, 2023.			
Roll Call Vote:			
William Hall			
Michael Humphrey			
Steve Fraire			
Peter Matz			

	Purpose	Presenter	Time
Larry Alvarado			
Moved by _____	Seconded by _____	Ayes _____	Nays _____ Absent _____

**IV. Approve Minutes****9:07 AM**

- |           |   |                 |                 |     |
|-----------|---|-----------------|-----------------|-----|
| <b>A.</b> | Minutes of the Regular Meeting of the Board of Directors that was held on July 13, 2023 | Approve Minutes | Board President | 1 m |
|-----------|---|-----------------|-----------------|-----|

Roll Call Vote:

William Hall

Michael Humphrey

Steve Fraire

Peter Matz

Larry Alvarado

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Ayes \_\_\_\_\_ Nays \_\_\_\_\_ Absent \_\_\_\_\_

- |           |  |                 |                 |     |
|-----------|--|-----------------|-----------------|-----|
| <b>B.</b> | Minutes of the Board of Directors Study Session that was held on July 13, 2023 | Approve Minutes | Board President | 1 m |
|-----------|--|-----------------|-----------------|-----|

Roll Call Vote:

William Hall

Michael Humphrey

Steve Fraire

Peter Matz

Larry Alvarado

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Ayes \_\_\_\_\_ Nays \_\_\_\_\_ Absent \_\_\_\_\_

- |           |   |                 |                 |     |
|-----------|---|-----------------|-----------------|-----|
| <b>C.</b> | Minutes of the Regular Meeting of the Board of Directors that was held on August 17, 2023 | Approve Minutes | Board President | 1 m |
|-----------|---|-----------------|-----------------|-----|

Roll Call Vote:

William Hall

Michael Humphrey

Steve Fraire

Peter Matz

Larry Alvarado

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Ayes \_\_\_\_\_ Nays \_\_\_\_\_ Absent \_\_\_\_\_

	Purpose	Presenter	Time
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**V. Public Comment - Closed Session**

The public has a right to comment on any items of the closed session agenda. Members of the public will be permitted to comment on any other item within the Board's jurisdiction under Public Comments/Recognition/Reports.

**VI. Adjourn to Closed Session****9:10 AM**

The Board will consider and may act on any of the Closed Session matters.

Roll Call Vote:

William Hall

Michael Humphrey

Steve Fraire

Peter Matz

Larry Alvarado

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Ayes \_\_\_\_\_ Nays \_\_\_\_\_ Absent \_\_\_\_\_

<b>A. Closed Session</b>	Discuss	Board President	20 m
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**1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION**

**(Gov. Code Section 54956.9(d)(1))**

a. YL v. The Collaborative Charter Services Organization, et al.

**2. PUBLIC EMPLOYEE PERFORMANCE EVALUATION**

**Pursuant to Government Code 54957**

a. Interim Director Annual Goals and Progress Planning

**VII. Reconvene Regular Meeting****9:30 AM**

<b>A. Report out any action taken in closed session.</b>	Discuss	Board President	1 m
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**VIII. Public Comments/Recognition/Reports**

Please submit a Request to Speak to the Board of Directors using the chat feature on the right hand side of the Zoom platform. Please state the agenda item number that you wish to address prior to the agenda item being called by the Board President. Not more than three (3) minutes are to be allotted to any one (1) speaker, and no more than twenty (20) minutes on the same subject. This portion of the agenda is for comments, recognitions and reports to the Board and is not intended to be a question and answer period. If you have



	Purpose	Presenter	Time
<p>questions for the Board, please provide the Board President with a written statement and an administrator will provide answers at a later date.</p>			

<b>IX.</b>	<b>Correspondence/Proposals/Reports</b>	<b>9:31 AM</b>
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- |           |   |         |                    |     |
|-----------|---|---------|--------------------|-----|
| <b>A.</b> | School Highlights, Presented by Bill Dobson, Interim Director   | Discuss | Bill Dobson        | 4 m |
| <b>B.</b> | 2022-2023 Local Assessment Data Student Achievement Presentation, Presented by Melissa Blitzstein, Interim Assistant Director | Discuss | Melissa Blitzstein | 4 m |

<b>X.</b>	<b>Consent</b>	<b>9:39 AM</b>
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Items listed under Consent are considered routine and will be approved/adopted by a single motion. There will be no separate discussion of these items; however, any item may be removed from the Consent upon the request of any member of the Board, discussed, and acted upon separately.

- |           |  |      |                 |     |
|-----------|--|------|-----------------|-----|
| <b>A.</b> | Consent - Business/Financial Services  |      |                 | 1 m |
|           | 1. Check Register - July 2023  |      |                 |     |
|           | 2. Check Register - August 2023  |      |                 |     |
|           | 3. Approval of Document Tracking Services (DTS) Licensing Agreement (Renewal)                                |      |                 |     |
| <b>B.</b> | Consent - Education/Student Services   |      |                 | 1 m |
|           | 1. Approval of Title 1 School-Parent Compact   |      |                 |     |
|           | 2. Approval of 2023-2024 Master Plan for English Learners  |      |                 |     |
| <b>C.</b> | Consent - Personnel Services   |      |                 | 1 m |
|           | 1. Approval of Certificated Personnel Report   |      |                 |     |
|           | 2. Approval of Classified Personnel Report   |      |                 |     |
|           | 3. Approval of Employee Handbook Revisions   |      |                 |     |
|           | 4. Approval of Job Descriptions  |      |                 |     |
|           | • <i>Office Assistant - Marketing (new position)</i>   |      |                 |     |
|           | • <i>Instructional Assistant (revisions)</i>   |      |                 |     |
| <b>D.</b> | Consent - Policy Development   | Vote | Board President | 1 m |
|           | Approval of existing board policies revised, reviews, and eliminated by staff for the 2023-2024 school year. |      |                 |     |

	Purpose	Presenter	Time
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**Board Policies Revised:**

The following are current policies that have been revised to provide clarity or alignment with changes in law or procedures.

**5000 Series - Student Services**

- 5000 - MYA Student Services Concepts and Roles
- 5035 - MYA Student Freedom of Speech and Expression Policy
- 5050 - MYA Academic Integrity Policy

**Consent items listed under A through D are considered routine and will be approved/adopted by a single motion.**

Roll Call Vote:

William Hall

Michael Humphrey

Steve Fraire

Peter Matz

Larry Alvarado

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Ayes \_\_\_\_\_ Nays \_\_\_\_\_ Absent \_\_\_\_\_

**XI. Business/Financial Services****9:43 AM**

- |           |  |      |                |     |
|-----------|--|------|----------------|-----|
| <b>A.</b> | Approval of 2022-2023 Unaudited Actuals Financial Report | Vote | Roger Castillo | 5 m |
|-----------|--|------|----------------|-----|

It is recommended the Board approve the 2022-2023 Unaudited Actuals Financial Report for Motivated Youth Academy (#1628).

**Fiscal Impact:** None.

Roll Call Vote:

William Hall

Michael Humphrey

Steve Fraire

Peter Matz

Larry Alvarado

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Ayes \_\_\_\_\_ Nays \_\_\_\_\_ Absent \_\_\_\_\_

- |           |  |      |                |     |
|-----------|--|------|----------------|-----|
| <b>B.</b> | Approval of 2023-2024 Consolidated Application and Reporting System (CARS) | Vote | Roger Castillo | 3 m |
|-----------|--|------|----------------|-----|

Purpose	Presenter	Time
It is recommended the Board approve the 2023-2024 Consolidated Application and Reporting System (CARS) for Motivated Youth Academy (#1628).		

**Fiscal Impact:** None.

Roll Call Vote:

William Hall

Michael Humphrey

Steve Fraire

Peter Matz

Larry Alvarado

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Ayes \_\_\_\_\_ Nays \_\_\_\_\_ Absent \_\_\_\_\_

## **XII. Personnel Services**

**9:51 AM**

<b>A.</b> Approval of 457(b) Plan Revisions	Vote	Bill Dobson	4 m
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It is recommended the Board approve the 457(b) Plan Revisions for Motivated Youth Academy (#1628) retroactively effective July 1, 2023.

**Fiscal Impact:** \$46,346.10 (*will vary dependent on actual enrollment*)

Roll Call Vote:

William Hall

Michael Humphrey

Steve Fraire

Peter Matz

Larry Alvarado

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Ayes \_\_\_\_\_ Nays \_\_\_\_\_ Absent \_\_\_\_\_

## **XIII. Calendar**

The next scheduled regular meeting of the Board of Directors will be held on October 12, 2023.

## **XIV. Comments**

**9:55 AM**

<b>A.</b> Board Comments	Discuss	Board President	5 m
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<b>B.</b> Interim Director and CEO Comments	Discuss	Bill Dobson	2 m
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	Purpose	Presenter	Time
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**XV. Closing Items****10:02 AM**

<b>A.</b>	Adjourn Meeting	Vote	Board President	3 m
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Roll Call Vote:

William Hall

Michael Humphrey

Steve Fraire

Peter Matz

Larry Alvarado

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Ayes \_\_\_\_\_ Nays \_\_\_\_\_ Absent \_\_\_\_\_

**FOR MORE INFORMATION**

For more information concerning this agenda, contact  
Motivated Youth Academy.

# Coversheet

## Land Acknowledgement

<b>Section:</b>	II. Pledge of Allegiance
<b>Item:</b>	B. Land Acknowledgement
<b>Purpose:</b>	
<b>Submitted by:</b>	
<b>Related Material:</b>	Land Acknowledgement v1.pdf

# Land Acknowledgement

It is important that we demonstrate respect for the historic and contemporary presence of Indigenous peoples in California and in particularly the San Diego area. It is important for us to recognize that our campus resides on what were historically the traditional territories of indigenous peoples who were dispossessed of their homelands.

We are grateful and appreciative to the indigenous peoples, the traditional caretakers of the land, for the use of their lands on which we work, study, and learn. In this spirit, we would like to acknowledge and pay our respects to the Luiseno, Cahuilla, Cupeno, Kumeyaay, Northern Diegueño tribes and all the American Indian and Indigenous peoples and communities who have been or have become part of these lands and territories in California.



## Coversheet

### Minutes of the Regular Meeting of the Board of Directors that was held on July 13, 2023

<b>Section:</b>	IV. Approve Minutes
<b>Item:</b>	A. Minutes of the Regular Meeting of the Board of Directors that was held on July 13, 2023
<b>Purpose:</b>	Approve Minutes
<b>Submitted by:</b>	
<b>Related Material:</b>	Minutes for Regular Meeting of the Board of Directors on July 13, 2023

APPROVED



## MY Academy

### Minutes

#### Regular Meeting of the Board of Directors

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**Date and Time**

Thursday July 13, 2023 at 9:30 AM

**Location**

Regus - Gateway Chula Vista  
333 H Street, Suite 5000  
Chula Vista, CA 91910

**Teleconference Locations**

39251 Camino Las Hoyas  
Indio, CA 92203

**Join by telephone or via Zoom conferencing link below:**

Dial by your location

+1 213 338 8477 US (Los Angeles)

+1 669 900 6833 US (San Jose)

Meeting ID: 976 4959 2275

<https://cal-pacs-org.zoom.us/j/97649592275>

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**MISSION STATEMENT**

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**THE ORDER OF BUSINESS MAY BE CHANGED WITHOUT NOTICE**

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**REASONABLE ACCOMMODATION WILL BE PROVIDED FOR ANY INDIVIDUAL WITH A DISABILITY**

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**Directors Present**

L. Alvarado, M. Humphrey, P. Matz, S. Fraire (remote), W. Hall

**Directors Absent**

*None*

**Guests Present**

B. Dobson, D. Georgeson, G. Lenz (remote), K. Madden (remote), L. Hath (remote), Melissa Blitzstein, Stacie Sevcik (remote)

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**I. Opening Items**

**A. Call the Meeting to Order**

W. Hall called a meeting of the board of directors of MY Academy to order on Thursday Jul 13, 2023 at 9:32 AM.

**B. Record Attendance**

**II. Pledge of Allegiance**

**A. Led by Board President or designee.**

W. Hall, President led the Pledge of Allegiance.

**III. Approve/Adopt Agenda**

**A. Approve Agenda**

L. Alvarado made a motion to approve the request to amend the agenda and remove Closed Session from the agenda.

M. Humphrey seconded the motion.

W. Hall, President made a request to amend the agenda and remove Closed Session.

The board **VOTED** to approve the motion.

#### **IV. Approve Minutes**

##### **A. Minutes of the Regular Board Meeting that was held on June 22, 2023**

M. Humphrey made a motion to approve the minutes from Regular Meeting of the Board of Directors on 06-22-23.

P. Matz seconded the motion.

The board **VOTED** to approve the motion.

#### **V. Adjourn to Closed Session**

##### **A. Closed Session**

The agenda was amended to remove Closed Session.

#### **VI. Correspondence/Proposals/Reports**

##### **A. 2023-2024 Registration and Enrollment Update, Presented by Gigi Lenz, Operations and Program Manager**

Gigi Lenz presented the *"Enrollment Roadmap"* for Motivated Youth Academy.

##### **B. MY Plan Overview, Presented by Melissa Blitzstein, Interim Assistant Director and Stacie Sevcik, School Counselor**

Melissa Blitzstein and Stacie Sevcik presented the *"Motivated Youth Personalized Learning Adventure Now"* (*My Plan*).

##### **C. Financial Update, Presented by Roger Castillo, Director of Client Finance, Charter Impact**

Roger Castillo presented the *"May 2023 Financials"* for Motivated Youth Academy, after the action items listed under Personnel Services.

#### **VII. Board Governance**

##### **A. Reappointment of Board of Director**

M. Humphrey made a motion to approve the reappointment of Larry Alvarado to a 3-year term.

P. Matz seconded the motion.

W. Hall, President presented the Oath to Larry Alvarado.

The board **VOTED** to approve the motion.

## **VIII. Consent**

### **A. Consent - Business/Financial Services**

1. Check Register - June 2023

### **B. Consent - Education/Student Services**

1. Approval of 2023-2024 English Learner Master Plan

### **C. Consent - Personnel Services**

L. Alvarado made a motion to approve consent items A through C. Consent items listed under A through C are considered routine and will be approved/adopted by a single motion.

M. Humphrey seconded the motion.

1. Approval of Certificated Personnel Report
2. Approval of Classified Personnel Report

The board **VOTED** to approve the motion.

## **IX. Business/Financial Services**

### **A. Approval of NFP Property and Casualty Insurance Policies**

P. Matz made a motion to approve the NFP Property and Casualty Insurance Policies.

L. Alvarado seconded the motion.

The board **VOTED** to approve the motion.

## **X. Education/Student Services**

### **A. Approval of Professional Development Proposal for the 2023-2024 School-Year by Dr. Jamila Dugan**

M. Humphrey made a motion to approve the 2023-2024 Professional Development Proposal by Dr. Jamila Dugan.

L. Alvarado seconded the motion.

The board **VOTED** to approve the motion.

## **XI. Personnel Services**

**A. Approval of 2023-2024 Declaration of Need (DON)**

P. Matz made a motion to approve the 2023-2024 Declaration of Need (DON).

M. Humphrey seconded the motion.

The board **VOTED** to approve the motion.

**B. Approval of a One-Time Retention Bonus**

M. Humphrey made a motion to approve the One-Time Retention Bonus.

P. Matz seconded the motion.

Total employees receiving the retention bonus.

19 full-time

9 part-time

The board **VOTED** to approve the motion.

**XII. Comments**

**A. Board Comments**

The Board Members thanked everyone for their presentations, and thanked Bill Dobson for keeping them front loaded on different items. The vision for the school is really great and staff is concentrating on the right things. Larry Alvarado said he liked hearing about the staff development opportunities, and the My Plan. He said he would like to visit one of the meetings to see how things are going. In closing, the President said MYA has a very clear mission on helping students who need a second chance. He also said he would like to read the book from Dr. Dugan.

**B. Interim Director and CEO Comments**

Bill Dobson, Interim Director thanked the Board for their support, and all of the Administrative staff for their help with the Board meeting today. The opportunity to have a meeting in July really helps MYA out. This gives staff the opportunity to focus on students and professional development in August with no Regular Board meeting scheduled. He then said the Governors trailer bill gave MYA another year on their Charter. This is good news and will give MYA more time to work on their renewal over the next three schools years, which will be submitted at the beginning of 2027. Thank you.

**XIII. Closing Items**

**A. Adjourn Meeting**

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 10:24 AM.

Respectfully Submitted,

W. Hall

M. Humphrey made a motion to adjourn the Board of Directors meeting.

L. Alvarado seconded the motion.

The board **VOTED** unanimously to approve the motion.

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### Documents used during the meeting

- 2023.7.13 Enrollment Roadmap Presentation.pdf
- MY PLAN Board Presentation (1).pdf
- MYA - Board Packet - 2023-07-13.pdf
- MYA Second Amended Bylaws-Jan 2023\_SIGNED.pdf
- Oath of Office\_ Larry Alvarado July 2023.pdf
- MYA June 2023 Check Register.pdf
- Motivated Youth Academy 2023-2024 English Learner Master Plan.pdf
- BUS Consent English Learners Master Plan\_7.13.23 .docx.pdf
- 2023-2024 NFP Property and Casualty insurance policies \_ Proposal.pdf
- 2023-2024 J. Dugan Learning Partners\_Proposal.pdf
- 2023.7.6 cl500-\_Declaration\_of\_Need\_Form.pdf

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### FOR MORE INFORMATION

For more information concerning this agenda, contact  
Motivated Youth Academy.

## Coversheet

### Minutes of the Board of Directors Study Session that was held on July 13, 2023

<b>Section:</b>	IV. Approve Minutes
<b>Item:</b>	B. Minutes of the Board of Directors Study Session that was held on July 13, 2023
<b>Purpose:</b>	Approve Minutes
<b>Submitted by:</b>	
<b>Related Material:</b>	Minutes for Board of Directors Study Session on July 13, 2023

APPROVED



## MY Academy

### Minutes

#### Board of Directors Study Session

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**Date and Time**

Thursday July 13, 2023 at 10:45 AM

**Location**

Regus - Gateway Chula Vista  
333 H Street, Suite 5000  
Chula Vista, CA 91910

**Teleconference Locations**

39251 Camino Las Hoya  
Indio, CA 92203

**Join by telephone or via Zoom conferencing link below:**

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Meeting ID: 960 6001 6366

<https://cal-pacs-org.zoom.us/j/96060016366>

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#### **Directors Present**

M. Humphrey, P. Matz, W. Hall

#### **Directors Absent**

L. Alvarado, S. Fraire

#### **Guests Present**

B. Dobson, D. Georgeson, G. Lenz (remote), K. Madden (remote), L. Hath (remote)

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## **I. Opening Items**

### **A. Call the Meeting to Order**

W. Hall called a meeting to order on Thursday Jul 13, 2023 at 10:45 AM.

### **B. Record Attendance**

## **II. Pledge of Allegiance**

### **A. Led by Board President or designee.**

W. Hall led the Pledge of Allegiance.

## **III. Oral Presentations**

### **A. Annual Board Evaluation**

Gigi Lenz presented the MYAcademy Charter Schools 2022-2023 Annual Board Evaluation template. She listed the Board Members response's to each category on the template by the members present.



## **B. Annual Director (Interim) Board Goals**

Gigi Lenz presented the Annual Director Smart Board Goals slide presentation. Bill Dobson discussed the 4 smart goals he will focus on for MYAcademy during the 2023-2024 school-year.

## **C. Interim Director Annual Goals and Progress Planning**

Gigi Lenz presented the Annual Goals and Progress Planning slide presentation. Bill Dobson discussed the proposed process and evaluation timeline.

The Board Members present requested to add this item as a potential (placeholder) as a closed session item to the regular Board Meeting agendas for all Board Members to discuss if needed.

Bill Dobson proposed a 12-month evaluation process.

W. Hall said he would like a summary to review from Bill Dobson for each Board meeting to stay on top of the annual assessment.

## **IV. Closing Items**

### **A. Adjourn Meeting**

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 11:22 AM.

Respectfully Submitted,

W. Hall

M. Humphrey made a motion to adjourn the Board of Directors Study Session.

P. Matz seconded the motion.

The team **VOTED** to approve the motion.

#### **Roll Call**

S. Fraire      Absent

M. Humphrey   Aye

L. Alvarado    Absent

P. Matz        Aye

W. Hall        Aye

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## **Documents used during the meeting**

- MY Academy Board Evaluation 2022-2023.pdf
- Smart Goals\_2023-2024\_Bill Dobson (1).pdf

- Evidence of Interim Director Motivated Youth Academy 2023-24 Annual Goals & Progress.pdf

## Coversheet

### Minutes of the Regular Meeting of the Board of Directors that was held on August 17, 2023

<b>Section:</b>	IV. Approve Minutes
<b>Item:</b>	C. Minutes of the Regular Meeting of the Board of Directors that was held on August 17, 2023
<b>Purpose:</b>	Approve Minutes
<b>Submitted by:</b>	
<b>Related Material:</b>	Minutes for Regular Meeting of the Board of Directors on August 17, 2023

APPROVED



## MY Academy

### Minutes

#### Regular Meeting of the Board of Directors

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**Date and Time**

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#### **Directors Present**

L. Alvarado, M. Humphrey, P. Matz, W. Hall

#### **Directors Absent**

S. Fraire

#### **Guests Present**

B. Dobson, D. Georgeson, G. Lenz (remote), K. Madden (remote), L. Hath (remote)

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## **I. Opening Items**

### **A. Call the Meeting to Order**

W. Hall called a meeting of the board of directors of MY Academy to order on Thursday Aug 17, 2023 at 2:31 PM.

### **B. Record Attendance**

## **II. Pledge of Allegiance**

### **A. Led by Board President or designee.**

W. Hall led the Pledge of Allegiance.

## **III. Approve/Adopt Agenda**

### **A. Approve Agenda**

M. Humphrey made a motion to approve and adopt the Agenda.

P. Matz seconded the motion.

The board **VOTED** to approve the motion.

#### **Roll Call**

M. Humphrey Aye

L. Alvarado Aye

**Roll Call**

W. Hall	Aye
S. Fraire	Absent
P. Matz	Aye

**IV. Adjourn to Closed Session**

**A. Closed Session**

P. Matz made a motion to adjourn to Closed Session.

L. Alvarado seconded the motion.

Board Members adjourned to Closed Session at 2:34 p.m.

**1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (Gov. Code Section 54956.9(d)(1))**

a. TR v. The Collaborative Charter Services Organization, et al.

The board **VOTED** to approve the motion.

**Roll Call**

L. Alvarado	Aye
S. Fraire	Absent
P. Matz	Aye
W. Hall	Aye
M. Humphrey	Aye

**V. Reconvene Regular Meeting**

**A. Report out any action taken in closed session.**

The Board Members reconvened the meeting at 3:14 p.m.

W. Hall, President reported out that there was no action taken during the closed session.

**VI. Board Governance**

**A. Approval of Stipend Frequency to Board Evaluator(s) of Motivated Youth Academy's Director**

L. Alvarado made a motion to approve the Stipend Frequency to Board Evaluator(s) of Motivated Youth Academy's Director.

P. Matz seconded the motion.

The board **VOTED** to approve the motion.

**Roll Call**

W. Hall	Aye
S. Fraire	Absent

**Roll Call**

P. Matz        Aye  
M. Humphrey   Aye  
L. Alvarado    Aye

**B. Approval of 2023-2024 Motivated Youth Academy Board Meeting Calendar and Schedule Revision**

M. Humphrey made a motion to approve the 2023-2024 Motivated Youth Academy Board Meeting Calendar and Schedule Revision.

L. Alvarado seconded the motion.

The board **VOTED** to approve the motion.

**Roll Call**

W. Hall        Aye  
L. Alvarado    Aye  
M. Humphrey   Aye  
S. Fraire       Absent  
P. Matz        Aye

**VII. Consent**

**A. Consent - Education/Student Services**

1. Approval of Kelvin Education Two-Year Contract

**B. Consent - Personnel Services**

1. Approval of 2023-2024 Certificated Work Calendars  
2. Approval of 2023-2024 Classified Work Calendars

**C. Consent - Policy Development**

P. Matz made a motion to approve Consent Items A through C. Consent items listed under A through C are considered routine and will be approved/adopted by a single motion.

M. Humphrey seconded the motion.

Approval of existing board policies revised, reviewed and eliminated by staff for the 2023-2024 school year.

**Board Policy Revised:**

The following policy has been revised to provide clarity or alignment with changes in law or procedures.

**6000 Series - Instruction**

6010-MYA Independent Study Policy

The board **VOTED** to approve the motion.

**Roll Call**

S. Fraire	Absent
M. Humphrey	Aye
W. Hall	Aye
L. Alvarado	Aye
P. Matz	Aye

**VIII. Comments**

**A. Board Comments**

The Board said they are looking forward to the new school year and thanked Bill Dobson for his organization of the school year. They also look forward to Bill Dobson receiving his updated credential, saying his leadership is going to be great. In closing, the President thanked everyone for their hard work, the updated Board Meeting calendar, and for the help with Board On Track.

**B. Interim Director and CEO Comments**

Bill Dobson, Interim Director thanked everyone for their work on the agenda items with such short notice, and for the revised Board Meeting calendar. He realizes August is the month to go dark, but sometimes things come up. He wants everyone to know he appreciates all of their work. Thank you!

**IX. Closing Items**

**A. Adjourn Meeting**

M. Humphrey made a motion to adjourn the meeting.

P. Matz seconded the motion.

The board **VOTED** to approve the motion.

**Roll Call**

S. Fraire	Absent
P. Matz	Aye
W. Hall	Aye
L. Alvarado	Aye
M. Humphrey	Aye

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 3:18 PM.

Respectfully Submitted,  
W. Hall



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### **Documents used during the meeting**

- 2023-24 Motivated Youth Academy Charter School Board Meeting Calendar and Schedule Revised 2023.08.01.pdf
- 2023-2025 MY Academy \_ Kelvin Order Form.pdf
- 261 Certificated Work Calendar 23-24 - 8.2023.pdf
- 185 Certificated Work Calendar 23-24 - 8.2023 (1).pdf
- 220 Certificated Work Calendar 23-24 - 8.2023.pdf
- 190 Certificated Work Calendar 23-24 - 8.2023.pdf
- 185 Classified Work Calendar 23-24 -8.23.pdf
- 220 Classified Work Calendar 23-24 -8.23.pdf
- 261 Classified Work Calendar 23-24 -8.23.pdf
- Redlined Copy of 2022 MYA-6010-INDEPENDENT-STUDY-POLICY YMC Template (4869-4101-1005.v2).pdf
- 6010 INDEPENDENT STUDY POLICY 2023.pdf

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### **FOR MORE INFORMATION**

For more information concerning this agenda, contact  
Motivated Youth Academy.

# Coversheet

## School Highlights, Presented by Bill Dobson, Interim Director

<b>Section:</b>	IX. Correspondence/Proposals/Reports
<b>Item:</b>	A. School Highlights, Presented by Bill Dobson, Interim Director
<b>Purpose:</b>	Discuss
<b>Submitted by:</b>	
<b>Related Material:</b>	School Highlights 2023.9.14.pdf

# MY Academy

## School Highlights - Information through August 31, 2023

### 2023-2024 Enrollment

#### 2023-2024 Enrollment (as of 08/31/2023)

##### Track E - July 3, 2023 - April 8, 2024

- 19 Enrolled
  - 0 - Imperial County
  - 0 - Orange County
  - 4 - Riverside County
  - 15 - San Diego County

##### Track F - August 28, 2023 - June 3, 2024

- 185 Enrolled
  - 7 - Imperial County
  - 17 - Orange County
  - 40 - Riverside County
  - 121 - San Diego County

#### Important Dates

January 24, 2025

Mid Year Graduation

June 5, 2024

End of School Year Graduation

### Organization

MY Academy staff participated in the following:

Hosted by Charter Schools Development Center

- 2023-24 State Budget Webinar Series: May Revise and Spring Update Webinar

# Curriculum

MY Academy staff participated in the following:

Hosted by San Diego County Office of Education (SDCOE)

- CCI Metrics - My Academy and SDCOE

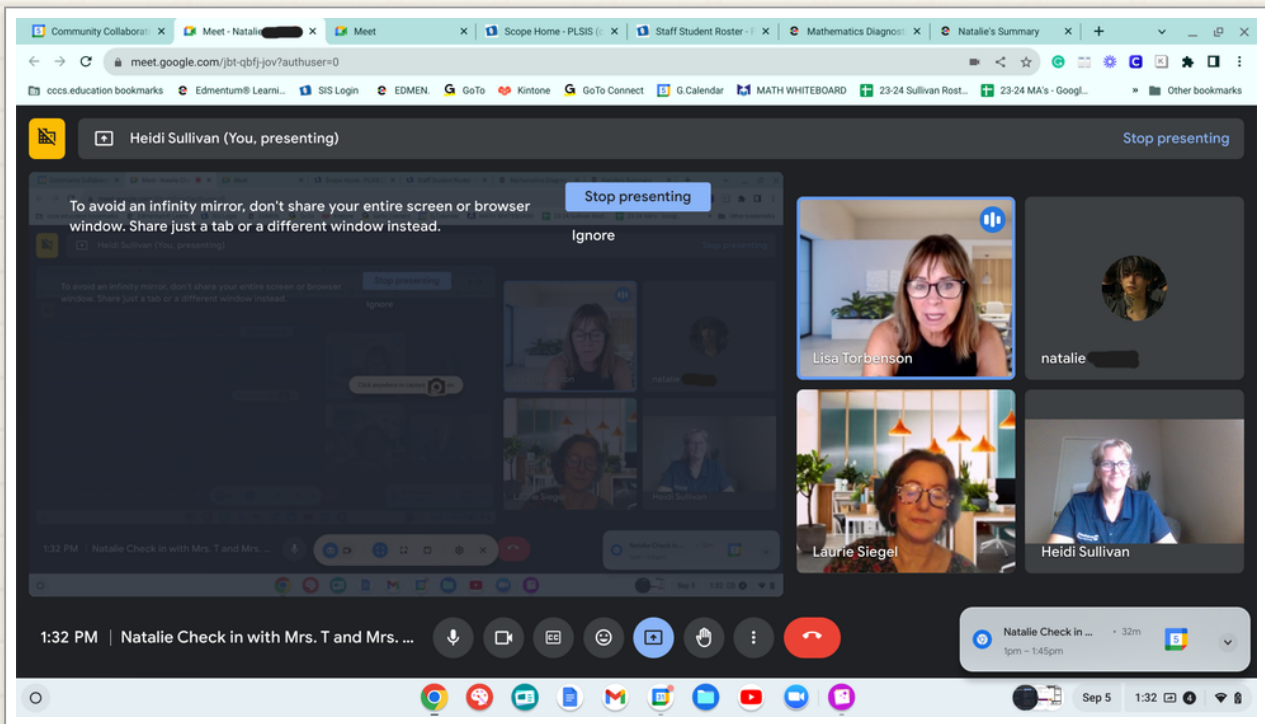
Shared by Teacher, Ms. Clark:

Today Stacie and I met with Kalani & Nawani (twin sisters). Both students will be applying to UC schools so we met to evaluate their current transcripts and to go over the application process and upcoming due dates.

The screenshot shows a Google Chrome browser window with multiple tabs open. The active tab displays a student transcript for Stacie Sevick. The transcript is organized by grade and semester, listing courses, grades, and credits. A 'CREDIT SUMMARY' table is located on the right side of the transcript, providing a total count of credits attempted and completed. The browser's address bar shows the URL: chrome-extension://efaldbmnnbpcapcglcfndmkaj/file:///Users/staciesevick/Downloads/Transcrip... The browser's taskbar at the bottom shows various application icons, including Google Chrome, Microsoft Word, and Adobe Acrobat.

Shared by Teacher, Ms. Sullivan:

Team of teachers for student Natalie. We began with connection and narrative storytelling provided by Natalie. She shared her stories of time in Ensenada this summer. She did a great job organizing her thoughts and sharing about her learning styles including her interest in writing. We went over Natalie's diagnostics and talked about the goals and expectations for educational growth for this school year.



## Learning and Teaching

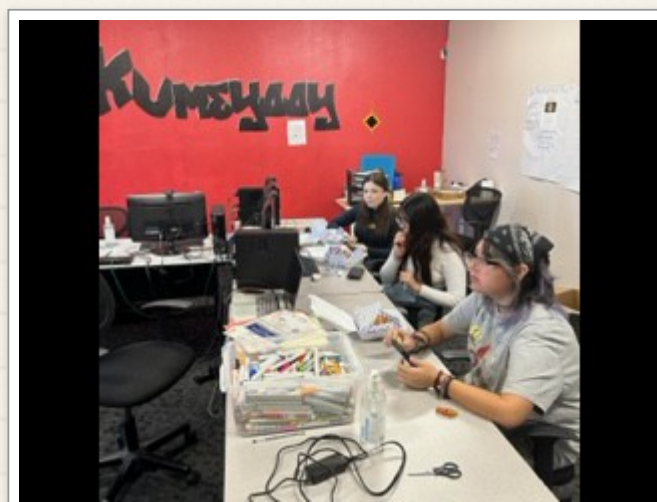
MY Academy staff participated in the following:

Hosted by San Diego County Office of Education (SDCOE)

- San Diego County Charter Instructional Leader Meeting
- Suicide Risk Screening in Schools

**Shared by Interim Director, Mr. Dobson:**

At the Education Center on the Campo Kumeyaay Nation a record number of first day students attended the in person face to face support provided by Lead Teacher Sarina Laff, Teacher Chris Collins, Content Area Teacher Kathleen Chromicz and Special Education Case Manager Jennifer Cook-York.







Through a partnership between the San Diego County Office of Education and the San Diego Workforce Partnership, the top essential skills appearing in local job postings were identified, and tools were developed to support educators in developing these skills through their courses.

While many of these skills are developed in class, appearing in teaching and learning practices or being implemented in social and emotional learning programs, MYA staff is encouraged to use tools like these to model, evaluate and set goals around these skills as part of each students MY PLAN.

To deepen understanding of the impact collaborative work has on students from different geographical areas, in June 2023 MYA instructional staff were organized into groups of four and tasked with preparing a 50 minute professional development focused on implementing an assigned Essential Skill developed by SDWP/SDCOE into their instructional work with students.

Presentation were shared with all staff during MYA's in person, student free, Kickoff Week activities.

COLLABORATION - presented by (L-R) Chris Collins, Jennifer Cook-York, Cathy Strauss, June Brock



COMMUNICATION - Presented by (L-R) Heidi Sullivan, Janelle Channell, Lisa Torbenson, Stacie Sevcik



CREATIVE & CRITICAL THINKING - Presented by (L-R) Susan Clark, Abigail Ganje, Damani McArthur-Milton



DEPENDABILITY - Presented by (L-R) Noel Larsen, Colleen Ochs, Kimberly Salas, Daniel Espinoza



EMOTIONAL INTELLIGENCE - presented by (L-R) Kathleen Chromicz, Sarina Laff, Molly Thomsen, Laurie Siegel



**Shared by Teacher, Ms. Brock:**

It's been fun meeting up with students, new and old, and getting them set up for success this new school year. Here is a new family to MYA, whom I met at the YMCA.





**Shared by Teacher, Ms. Ochs:**

MYA middle school students watched a short video on the subject of determination. The video told the story of the challenges a young boy had endured in order to attend the 8th-grade graduation ceremony to collect his diploma. His grandfather's car broke down, so he walked 6 miles in the hot sun and tough neighborhoods. He was acknowledged by the school for his efforts in a heartwarming story. The theme of the student's writing assignment was DETERMINATION.

Name: Ryan  
 English 8A- Revised Essay Writing  
 Unit 1  
 GRADE: 90%

WRITING PROMPT: The young man in the video we watched showed determination. He walked a long distance just to participate in a school event. Have you ever been determined to achieve something?

Every day, people struggle with personal fears. For example, people have fears of heights, riding a bicycle, going too fast in a car, or even swimming in the ocean. But, I have my own fears too, and I would like to share those times I had to overcome them.

Recently, I have been struggling with playing the position of infield in baseball. Whenever I would play infield, I would get a ground ball and I would either turn my head or come up instead of staying down. I have been doing better at not looking away or coming up, but one of my fears is getting hit in the face. My other fear was the ocean. In the past, I wouldn't go too deep in the water at the beach because I would be too scared that a shark would attack me. I overcame that fear. Now, whenever I go to the beach, I'm most likely body surfing.

To wrap up this essay, know that if you're struggling with any type of fears or trying to overcome something you struggle with, just try to surround yourself with people that would help you overcome those things you need help with.

## Assessments and Accountability

MY Academy staff participated in the following:

COPES Monthly Charter Meeting

Joint Homeless & AB 490 Foster Care District Liaison Meeting

Putting it All Together Promoting Equitable Outcomes for All Students

## School Culture

MY Academy staff participated in the following:

Hosted by MY Academy

- 2 informational graduation webinars
- Book Club



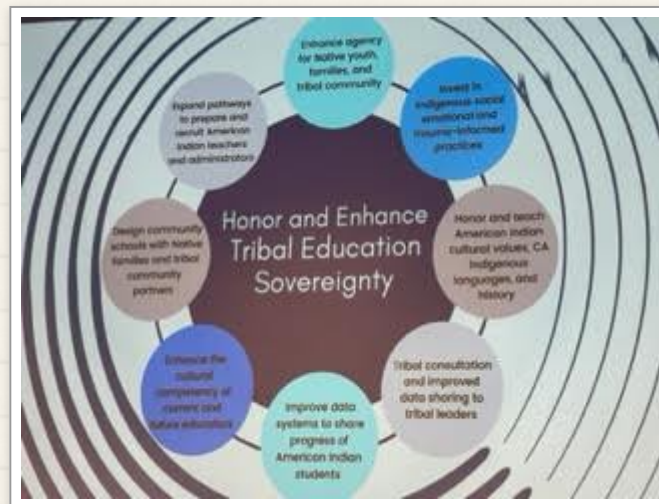
## Hosted by San Diego County Office of Education

- College and Career Indicator Development

WASC visiting team participation for Assurance Learning Academy

**Shared by Interim Director, Mr. Dobson :**

On August 10 and 11, 2023, Bill Dobson was joined by teacher Sarina Laff, who oversees MYA's services to Native youth in the Mountain Empire Unified School District, at the California Indian Education for All Summer Summit. Speakers from around the nation and the state led an exploration of the manner in which Native history can and should be woven into the equitable education of all students.



**Shared by Teacher, Ms. Larsen:**

Twinning with MYA student, Vincenzo, during the MYA back-to-school pizza meeting on Sept 7. Parents and students attended the first in-person group event at Filipppe's Pizza Grotto in Santee for a get-to-know-you-better event and kick-off to the school year.



**Shared by Teacher, Ms. Strauss:**

Meeting siblings at Rancho Bernardo Branch Library. Josiah purposely closed his eyes.







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### @MYACADEMYCA



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500 La Terraza Boulevard, #15...

info@myacademy.org

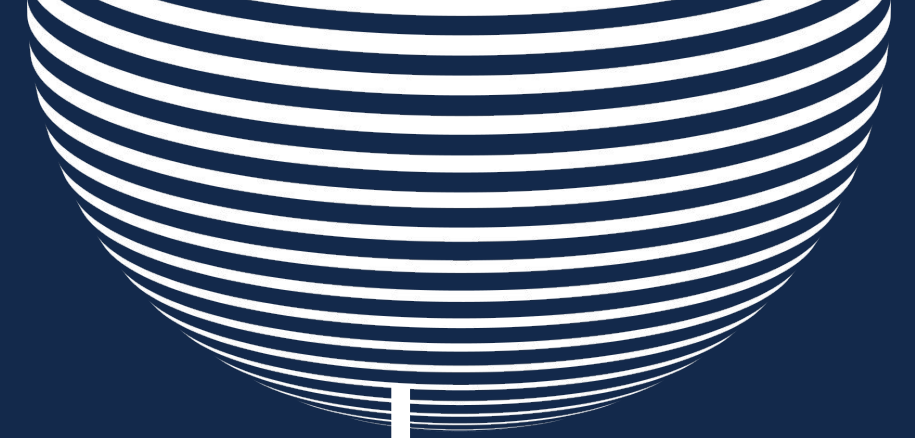
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myacademy.org

## Coversheet

### 2022-2023 Local Assessment Data Student Achievement Presentation, Presented by Melissa Blitzstein, Interim Assistant Director

**Section:** IX. Correspondence/Proposals/Reports  
**Item:** B. 2022-2023 Local Assessment Data Student Achievement Presentation,  
Presented by Melissa Blitzstein, Interim Assistant Director  
**Purpose:** Discuss  
**Submitted by:**  
**Related Material:**  
MYA Presentation of 2022-23 Local Assessment Data Student Achievement.pdf



# Local Assessment Data and Student Achievement

## 2022-2023 School Year

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MELISSA BLITZSTEIN  
Interim Assistant Director







# Alternative Metrics

Attendance Rates	93%
Graduation Rates	4 year cohort: 40% 1 year cohort: 68%
Suspension Rates	0%
Expulsion Rates	0%
Course Completion Rates	88%
College and Career Indicators for WIOA Students	TBA

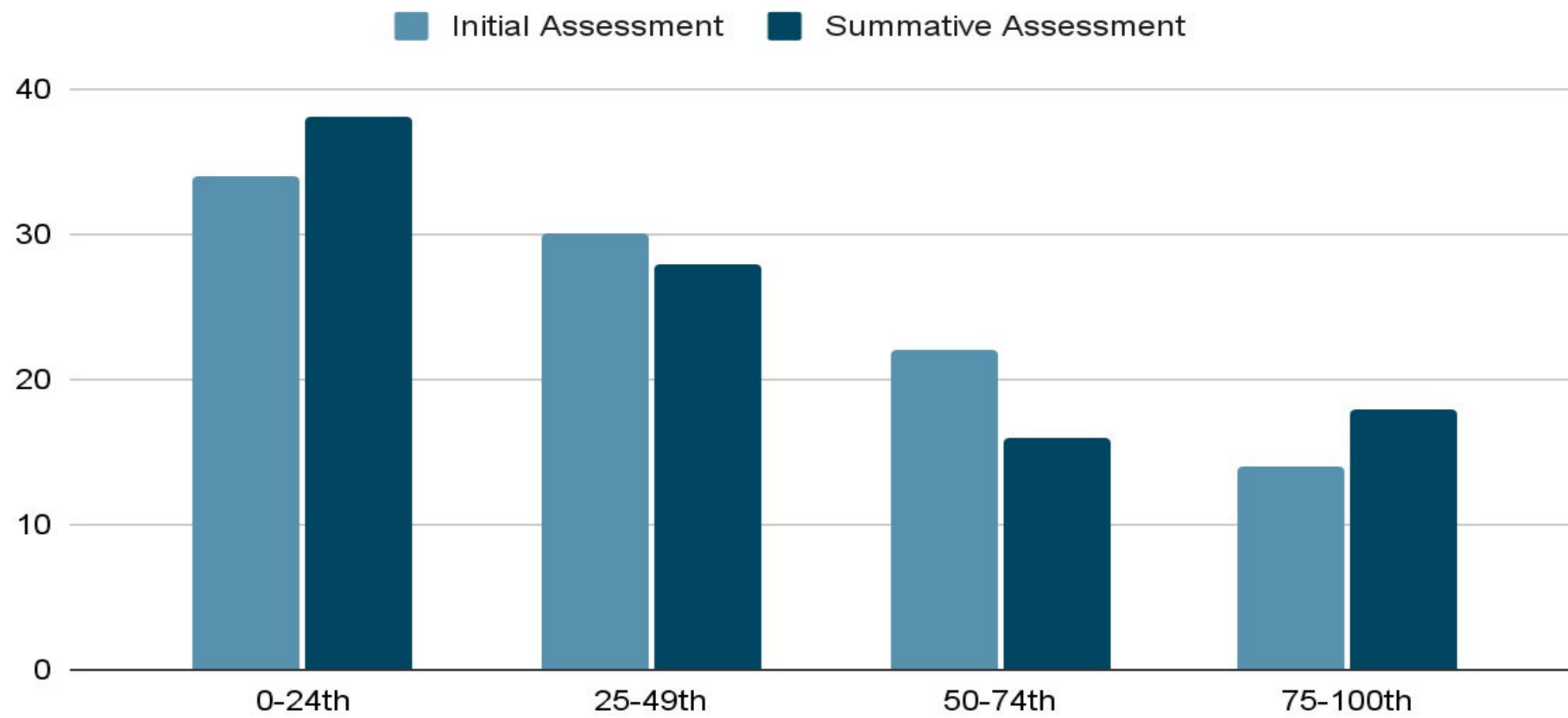






# Mathematics Achievement

Initial vs. Summative Mathematics Assessments

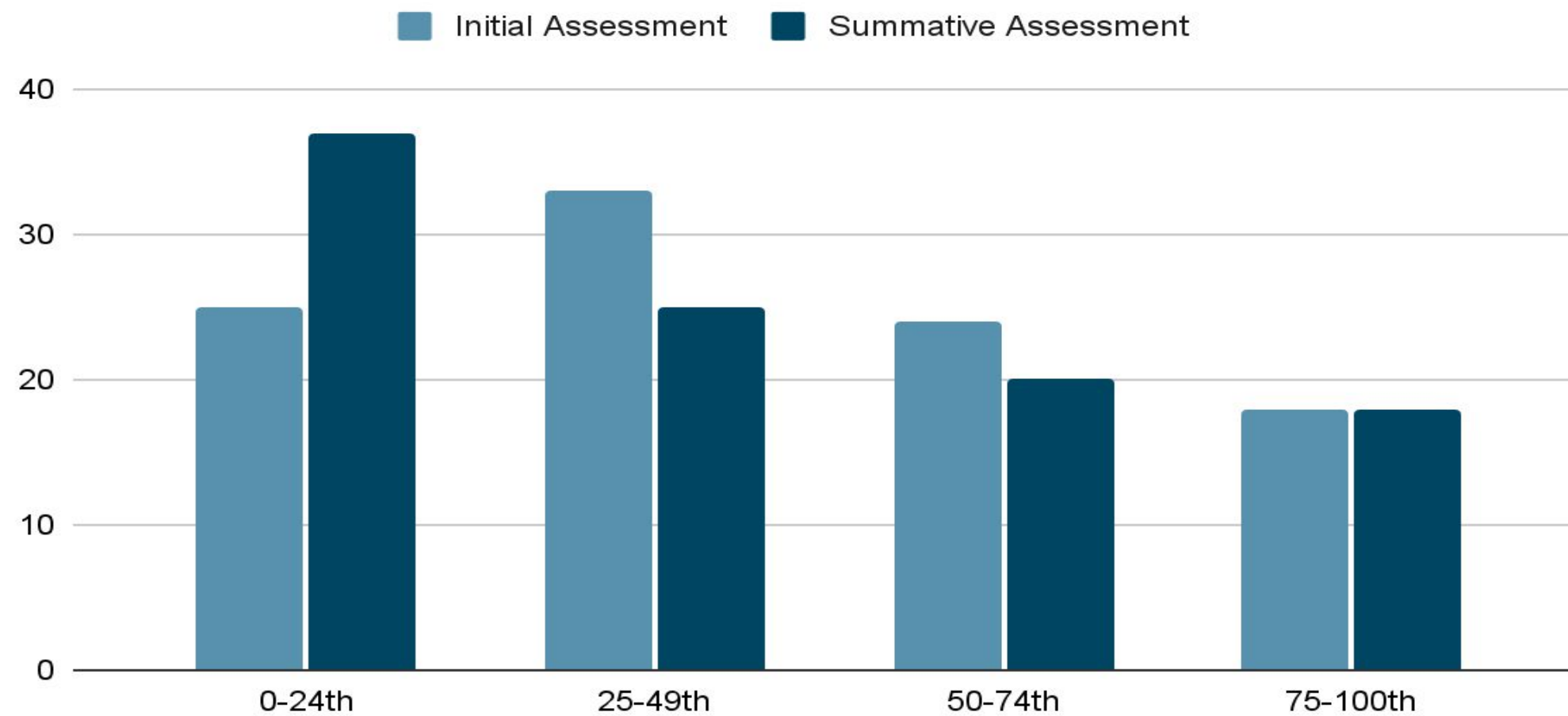






# Reading Achievement

Initial vs. Summative Reading Assessments

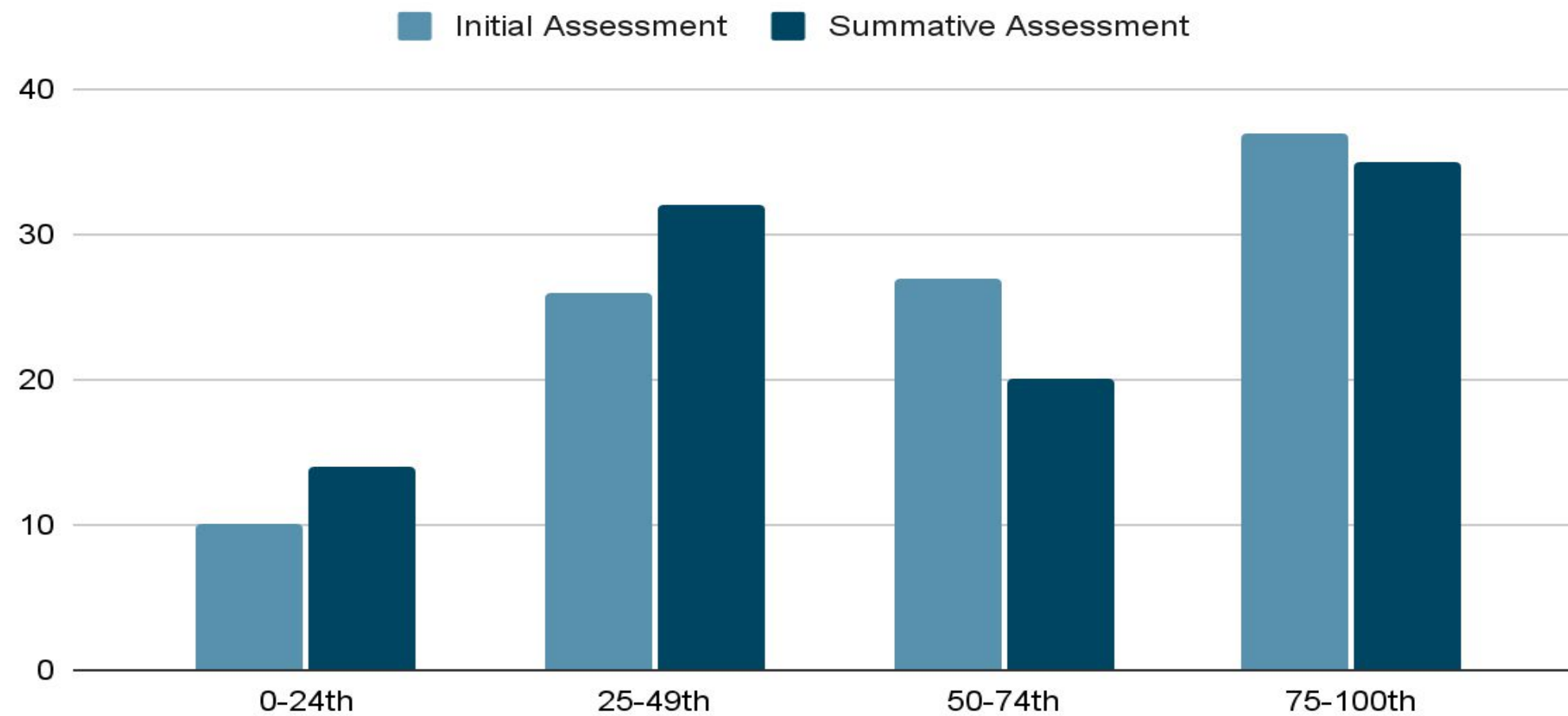


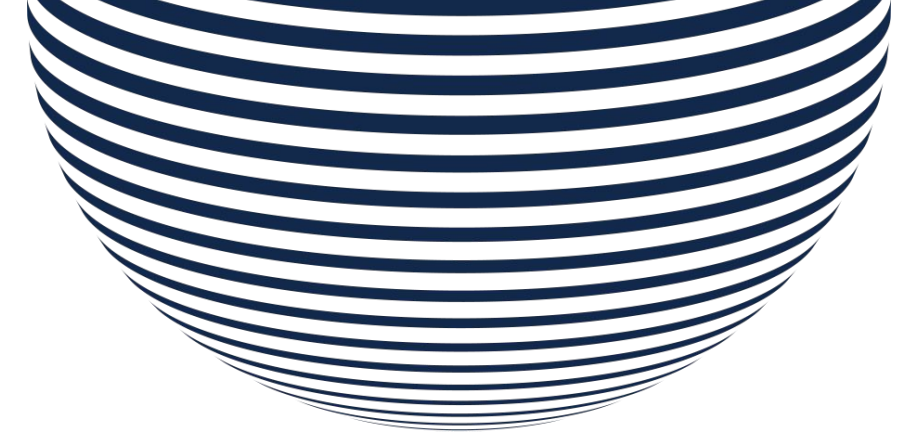




# Language Arts Achievement

Initial vs. Summative Language Arts Assessments





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# CAASPP Results

- 95% participation met state requirements
- Results will be released in late September





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# Parsec Integration

- Provide customized schoolwide data
- Provide individualized student growth data
- Data customized for SPSA, LCAP, SSC and our charter renewal process





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# Questions?



**Melissa Blitzstein**  
**Interim Assistant Director**  
**Office 619-343-2048 ext 105**  
**Mobile 323-366-0774**  
**[mblitzstein@MYAcademy.org](mailto:mblitzstein@MYAcademy.org)**

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# Coversheet

## Consent - Business/Financial Services

<b>Section:</b>	X. Consent
<b>Item:</b>	A. Consent - Business/Financial Services
<b>Purpose:</b>	
<b>Submitted by:</b>	
<b>Related Material:</b>	BUS MYA Consent_Business_Items_2023.9.14.pdf MYA - July 2023 Check Register.pdf MYA - August 2023 Check Register.pdf 230606_DTS_License and Invoice_Motivated Youth Academy.pdf



**MOTIVATED YOUTH ACADEMY****Date:** September 14, 2023

X	Consent Agenda
	Correspondence/Proposals/Reports
	Curriculum
X	Business/Financial Services
	Education/Student Services
	Organizational Structure of the Board
	Personnel Services
	Policy Development
	Public Hearing

**Item Requires Board Action:** X**Item is for Information Only:** \_\_\_\_\_

1. **Item:** Check Register – July 2023
2. **Item:** Check Register – August 2023
3. **Item:** Approval of Document Tracking Services (DTS) Licensing Agreement (Renewal)

**Background:** Motivated Youth Academy is required to submit reports to multiple federal, state, and county agencies in addition to the school's authorizing district. DTS streamlines the way template-based documents are updated, published, and shared. DTS is used for a variety of school, district and county reports for Accountability, Safety, Special Education, and Business departments. DTS has been approved for use by the CDE and SDCOE.

**Recommendation:** It is recommended the Board approve the Document Tracking Services (DTS) Services Agreement with Motivated Youth Academy for 2023-2024, as presented.

**Fiscal Impact:** \$250.00

## Motivated Youth Academy

### Check Register

For the Month Ending July 31, 2023

Check Number	Vendor Name	Transaction Description	Check Date	Amount	
20328	Charter Schools Development Center	2023 Leadership Intensive Tuition - 06/26/23 - 06/30/23	7/10/23	0.00	VOID
20380	Charter Impact	Business Mgmt Svcs - 06/23	7/12/23	0.00	
20416	Buchalter	Legal Svcs - 12/31/22 - 05/31/23	7/5/23	4,733.31	
20417	Amtrust North America	Workers Comp - 07/23	7/7/23	2,382.00	
20418	California Charter Schools Association	Charter School Membership Through 06/30/24	7/7/23	2,910.00	
20419	California Pacific Charter Schools	Consulting Svcs - 05/23	7/7/23	1,034.98	
20420	Charter Impact	Business Mgmt Svcs - 07/23	7/7/23	6,311.00	
20421	Keyn Group, LLC	IT Svcs & Software & Travel Reimbursement	7/7/23	3,870.37	
20422	Law Office of Young, Minney & Corr. LLP	Legal Svcs - 05/02/23	7/7/23	399.00	
20423	Propio LS, LLC	SpEd Svcs	7/7/23	148.63	
20424	Renaissance	Freckle Subscription - 07/01/23 - 06/30/24	7/7/23	5,490.00	
20425	SchoolsFirst Plan Administration LLC	Schools First 403b/457b 06/23/2023	7/10/23	2,672.13	
20426	Procopio General	Legal Svcs through 07/07/23	7/10/23	2,800.00	
20427	California Department of Education	Return of Universal Pre-K (UPK 6053) funds to CDE	7/11/23	25,000.00	
20428	Charter Schools Development Center	2023 Leadership Intensive Tuition - 06/26/23 - 06/30/23	7/11/23	4,950.00	
20429	Charter Impact	Business Mgmt Svcs - 06/23	7/12/23	5,023.00	
20430	Alpha Vision, Inc.	IT Svcs - 06/23	7/13/23	270.00	
	Alpha Vision, Inc.	Software - Backupify G-Suite	7/13/23	270.00	
20431	California Schools VEBA	Health Ins. - 07/23	7/13/23	23,373.02	
20432	Charter Impact	Payroll Processing Fee - 06/23	7/13/23	293.50	
20433	Charter Schools Development Center	2023 HR Academy Tuition - 09/26/23 - 09/27/23	7/13/23	2,950.00	
20434	Propio LS, LLC	SpEd Svcs	7/13/23	93.45	
20435	R&B Communications	IT Svcs - 05/23	7/13/23	491.00	
20436	TSW Therapy, Inc.	SpEd Svcs - 06/08/23 - 06/29/23	7/13/23	550.00	
20437	Verizon Wireless	Communication Svcs - 04/02/23 - 05/01/23	7/13/23	9,055.70	
	Verizon Wireless	Communication Svcs - 05/02/23 - 06/01/23	7/13/23	9,055.70	
	Verizon Wireless	Communication Svcs - 06/02/23 - 07/01/23	7/13/23	9,055.70	
20438	SchoolsFirst Plan Administration LLC	Schools First 403b/457b 07/10/2023	7/17/23	236.00	
20439	KM Educational Consulting and Executive Coaching Services	Consulting Svcs - 05/23	7/18/23	3,300.00	
20440	Buchalter	Legal Svcs - 06/07/23	7/21/23	64.50	
20441	California Pacific Charter Schools	Consulting Svcs - 06/23	7/21/23	1,067.79	
20442	Clifton Larson Allen LLP	Audit Svcs	7/21/23	1,575.00	
20443	Corodata Records Management, Inc.	Record Storage - 06/01/23 - 06/30/23	7/21/23	60.63	
20444	Excel Academy Charter Schools	FSA Reimbursements	7/21/23	2,743.29	
20445	KM Educational Consulting and Executive Coaching Services	Consulting Svcs - 06/23	7/21/23	5,281.49	
20446	R&B Communications	IT Svcs - 06/23	7/21/23	491.00	
20447	School Pathways LLC	True Up - Annual Subscription - 07/01/22 - 06/30/23	7/21/23	157.32	
20448	Verizon Wireless	Communication Svcs - 02/06/23 - 03/05/23	7/21/23	2,663.49	
	Verizon Wireless	Communication Svcs - 03/06/23 - 04/05/23	7/21/23	2,663.49	
	Verizon Wireless	Communication Svcs - 05/06/23 - 06/05/23	7/21/23	2,663.49	
	Verizon Wireless	Communication Svcs - 06/06/23 - 07/05/23	7/21/23	2,663.49	
20449				0.00	VOID
20450	Acacia HR Solutions	Consulting Svcs - 08/23	7/26/23	3,000.00	
20451	Amazon Capital Services	Meeting Owl 3 (1)	7/26/23	1,097.97	
20452	Parchment LLC	K12 District - Annual Subscription - 07/04/22 - 07/03/23	7/26/23	590.00	
20453	Propio LS, LLC	SpEd Svcs	7/26/23	2,978.45	
20454	State of California Department of Justice	Fingerprint (2)	7/26/23	64.00	
MYA230727-01	Larry Albert Alvarado	Stipend - 07/23	7/26/23	600.00	
MYA230727-02	Michael P. Humphrey	Stipend - 07/23	7/26/23	600.00	
MYA230727-03	Peter Matz	Stipend - 07/23	7/26/23	600.00	
MYA230727-04	Steve Fraire	Stipend - 07/23	7/26/23	600.00	
MYA230727-05	William W. Hall	Stipend - 07/23	7/26/23	600.00	

Total Disbursements Issued in July \$ 159,543.89

**Motivated Youth Academy****Check Register****For the Month Ending August 31, 2023**

Check Number	Vendor Name	Transaction Description	Check Date	Amount
20455	Charter Impact	Business Mgmt Svcs - 08/23	8/1/2023	6,311.00
20456	OneBridge FSA	FSA Deposit	8/1/2023	5,241.66
20457	Procopio General	Legal Svcs through 06/29/23	8/1/2023	10,024.10
20458	Specialized Therapy Services, Inc.	SpEd Svcs - 05/23	8/1/2023	2,929.10
	Specialized Therapy Services, Inc.	SpEd Svcs - 06/23	8/1/2023	2,929.10
20459	Charter Impact	Payroll Processing Fee - 07/23	8/3/2023	307.25
20460	Alpha Vision, Inc.	IT Svcs - 07/23	8/11/2023	120.00
	Alpha Vision, Inc.	Software - Backupify G-Suite	8/11/2023	120.00
20461	Amazon Capital Services	Office Supplies	8/11/2023	37.32
20462	Charter Impact	Rush Processing Fee - 07/23	8/11/2023	300.00
20463	Law Office of Young, Minney & Corr. LLP	Legal Svcs - 07/07/23 - 07/27/23	8/11/2023	820.00
20464	Parchment LLC	K12 District - Annual Subscription - 07/04/23 - 07/03/24	8/11/2023	875.00
20465	Propio LS, LLC	SpEd Svcs	8/11/2023	15.13
20466	The College Board - NYO	Full Conference Registration - Laff, S	8/11/2023	570.00
20467	Atkinson, Andelson, Loya, Ruud & Romo	Frisk Summer Master Training - 07/20/23	8/16/2023	378.00
20468	F&L Media	Production Svcs	8/16/2023	4,999.99
20469	Forth and Sons	Consulting Svcs - Digital Business Card Design	8/16/2023	500.00
20470	KM Educational Consulting and Executive Coaching Services	Consulting Svcs - 07/23	8/16/2023	1,012.50
20471	NFP Property & Casualty Services, Inc.	Cyber Liability Ins. - 07/23	8/16/2023	4,427.20
20472	Philadelphia Insurance Companies	Accident Ins. - 08/23	8/16/2023	2,567.14
20473	Procopio General	Legal Svcs through 06/26/23	8/16/2023	513.00
20474	R&B Communications	IT Svcs - 07/23	8/16/2023	604.00
20475	TSW Therapy, Inc.	SpEd Svcs - 05/01/23 - 05/26/23	8/16/2023	2,069.90
	TSW Therapy, Inc.	SpEd Svcs - 07/19/23 - 07/26/23	8/16/2023	2,069.90
20476	Verizon Wireless	Communication Svcs - 07/02/23 - 08/01/23	8/16/2023	3,023.15
20477	Verizon Wireless	Communication Svcs - 07/06/23 - 08/05/23	8/16/2023	206.04
20478	Wellness Together	Conference Registration - 2023 SMWC - Espinoza, D	8/16/2023	707.83
20479	SchoolsFirst Plan Administration LLC	Schools First 403b/457b 07/26/2023	8/17/2023	2,742.00
20480	Amazon Capital Services	HD Monitor (1) & Office Supplies	8/23/2023	1,008.11
	Amazon Capital Services	Office Chair (1)	8/23/2023	1,008.11
	Amazon Capital Services	Office Supplies	8/23/2023	1,008.11
20481	KRA Corporation	Consulting Svcs - Career Coaching - 07/01/23 - 07/31/23	8/23/2023	5,880.00
20482	School Pathways LLC	SIS & PLS - Annual Subscription - 07/01/23 - 06/30/24 Qtr	8/23/2023	4,843.60
20483	Acacia HR Solutions	Consulting Svcs - 09/23	8/31/2023	3,000.00
20484	California Schools VEBA	Health Ins. - 08/23	8/31/2023	24,835.02
20485	Fully Promoted EmbroidMe La Mesa	Office Supplies	8/31/2023	4,675.02
20486	KRA Corporation	Consulting Svcs - Career Coaching - 06/01/23 - 06/30/23	8/31/2023	7,091.85
MYA230803-01	Larry Albert Alvarado	Stipend - 07/23 - Catch Up	8/3/2023	50.00
MYA230803-02	Michael P. Humphrey	Stipend - 07/23 - Catch Up	8/3/2023	50.00
MYA230803-03	Peter Matz	Stipend - 07/23 - Catch Up	8/3/2023	50.00
MYA230803-04	Steve Fraire	Stipend - 07/23 - Catch Up	8/3/2023	50.00
MYA230803-05	William W. Hall	Stipend - 07/23 - Catch Up	8/3/2023	50.00
MYA230811-01	Keyn Group, LLC	IT Svcs & Software & Travel Reimbursement	8/11/2023	3,905.78
MYA230831-01	Larry Albert Alvarado	Stipend - 08/23	8/31/2023	650.00
MYA230831-02	Michael P. Humphrey	Stipend - 08/23	8/31/2023	650.00
MYA230831-03	Peter Matz	Stipend - 08/23	8/31/2023	650.00
MYA230831-04	Steve Fraire	Stipend - 08/23	8/31/2023	650.00
MYA230831-05	William W. Hall	Stipend - 08/23	8/31/2023	650.00
<b>Total Disbursements Issued in August</b>				<b>\$ 117,175.91</b>



## LICENSING AGREEMENT

This Agreement effective **July 1, 2023**, is made and entered into by **Motivated Youth Academy** as Licensee and Document Tracking Services (DTS) as Licenser each a "Party" and collectively the "Parties".

Licensee desires that DTS provide a license to use DTS proprietary web-based application in accordance with the following provisions:

- A. License. DTS hereby grants to Licensee a non-exclusive license to use DTS application in order to create, edit, update, print and track specific documents as described in Exhibit **A** of this agreement.
  - (i) DTS retains all rights, title and interest in DTS application and any registered trademarks associated with the license.
  - (ii) Licensee retains all rights, title and interest in the documents as described in Exhibit **A** of this agreement.
- B. Internet Areas. All parties including third party licensees shall not be permitted to establish any "pointers" or links between the Online Area and any other area on or outside of the DTS login without the prior written approval.
- C. Term of License. The term of the Agreement is for **one (1) year** from the effective date (as noted in paragraph one) of the license agreement.
- D. Personnel. DTS will assign the appropriate personnel to represent DTS in all aspects of the license including but not limited to account set up and customer license inquiries.
- E. Content. DTS will be solely responsible for loading the content supplied by Licensee into DTS secure server and provide complete access to Licensee and its representatives.
- F. Security of Data. DTS at all times will have complete security of Licensee documents on dedicated servers that only authorized DTS personnel will have access to; all login by DTS authorized will be stored and saved as to time of log-in and log-out.
  - (i) Licensee may request DTS to only store Licensee documents for the period of time that allows Licensee and its authorized personnel to create, edit and update their documents.
- G. Management of Database. DTS shall allow Licensee to review, edit, create, update and otherwise manage all content of Licensee available through the Secure Login of DTS.
- H. Customer License. DTS shall respond promptly and professionally to questions, comments, complaints and other reasonable requests regarding any aspect of DTS application by Licensee. DTS business hours are Monday-Friday 8AM PST to 5PM PST except for national/state holidays.



- I. License Fee. Licensee shall pay a fee of **\$250**.
- J. Document Set Up Fee. The one-time set up fee for documents as described in Exhibit A and made a part of this Agreement is **\$0**.
- K. Payment Terms. Licensee shall pay the annual licensing fee upon execution of the Agreement between parties and the electronic submittal of the invoice to Licensee.
- L. Number of Documents. The maximum number of documents per school district is limited to **five (5)**.
- M. Warranty. Licensee represents and warrants that all information provided to DTS, including but not limited to narratives, editorials, information regarding schools, is owned by Licensee and Licensee has the right to use and allow use by DTS as called for hereunder and that no copyrights, trademark rights or intellectual property rights of any nature of any third party will be infringed by the intended use thereof. In the event any claim is brought against DTS based on an alleged violation of the rights warranted herein, Licensee agrees to indemnify and hold DTS harmless from all such claims, including attorney fees and costs incurred by DTS in defending such claims.
- N. Definitions.
  - (i) Document. A document is defined as **a)** a specific template provided by CDE or; **b)** any specific word document or forms that have different fields or school references such as elementary, middle or high schools\* submitted by District or CDE; or **c)** individual inserts submitted by District or CDE that are integrated into existing documents or are offered as supplemental and/or addendums to other report documents.
  - \* Licensee submits a SPSA template for their elementary, middle and high schools, which is counted as three (3) separate documents.
  - (ii) Customized Documents. Any document that is not a standard CDE template is considered a custom document and as such may be subject to additional setup fees; DTS shall provide an estimated cost of these additional fees prior to the execution of this agreement.
- O. Document Setup Fee. DTS will charge a one-time setup fee of \$200 per standard document up to a maximum of \$850 for customized documents.
- P. Additional Fees. Licensee shall pay additional fees if Licensee exceeds the number of documents as described in section L of this agreement. The fee for each additional document is \$39 per document times the number of schools in the district. The fee shall be payable within thirty (30) days from DTS invoice.
- Q. Additional Services. DTS can also provide Data Transfer and Document Translation services to Licensee for an additional fee. The fee for each additional service would be agreed upon between the parties and invoiced at the time the services were requested. The fee shall be payable within thirty (30) days from DTS invoice.



The Parties hereto have executed this Agreement as of the Effective Date.

Document Tracking Services, LLC

By: Aaron Tarazon, Director  
Document Tracking Services  
10606 Camino Ruiz, Suite 8-132  
San Diego, CA 92126  
858-784-0960 - Phone  
858-587-4640 - Corporate Fax

Date: June 6, 2023

Licensee

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

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

Motivated Youth Academy



### **Exhibit A**

The following are standard documents to be used in conjunction with the license.

1. 2023 School Accountability Report Card, English (CDE Template)
2. 2023 Comprehensive School Safety Plan (Custom Template)
3. 2023 Local Control and Accountability Plan (CDE Template)
4. Others to be identified as needed.



June 6, 2023

Motivated Youth Academy  
500 La Terraza Blvd Suite 150  
Escondido, CA 92025

Re: Document Tracking Services

## **INVOICE #9202501**

Pursuant to the licensing agreement between Motivated Youth Academy and Document Tracking Services (DTS):

### **Document Tracking Services**

Document Tracking Services [7/1/23 to 6/30/24]:	\$250
<b>1 Charter School</b>	
<b>License Agreement includes up to 5 documents</b>	

### **Template Setup (one-time fee)**

2023 School Accountability Report Card - English (CDE Template):	\$0
2023 Comprehensive School Safety Plan (Custom Template):	\$0
2023 Local Control Accountability Plan (CDE Template):	\$0

### **Data Transfer (one-time fee)**

From MS Word into Document Tracking Services:	\$0
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<b>Total Balance Due:</b>	<b>\$250</b>
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**Please Make Checks Payable To: Document Tracking Services**

### **Send to:**

Aaron Tarazon, Director  
Document Tracking Services  
10606 Camino Ruiz, Suite 8-132  
San Diego, CA 92126  
858-784-0960 - Phone  
858-587-4640 - Corporate Fax

Thank you!

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Approved Per Payment (Signature)

---

Name/Role (Printed)



# Coversheet

## Consent - Education/Student Services

<b>Section:</b>	X. Consent
<b>Item:</b>	B. Consent - Education/Student Services
<b>Purpose:</b>	
<b>Submitted by:</b>	
<b>Related Material:</b>	BUS MYA Consent 2023.09.14.pdf MYA School 2023-2024 Parent Compact 2023.09.08.pdf MYA 2023-2024 English Learner Master Plan 2023.09.08.pdf

**MOTIVATED YOUTH ACADEMY****Date:** September 14, 2023

X	Consent Agenda
	Correspondence/Proposals/Reports
	Curriculum
	Business/Financial Services
X	Education/Student Services
	Organizational Structure of the Board
	Personnel Services
	Policy Development
	Public Hearing

**Item Requires Board Action:** X**Item is for Information Only:** \_\_\_\_\_

1. **Item:** Approval of Title 1 School-Educational Partner Compact (Reviewed)

**Background:** MYA staff has reviewed the Board adopted Title 1 School-Educational Partner Compact and no changes have been made.

**Recommendation:** It is recommended the Board approve the Title 1 School-Educational Partner Compact

**Fiscal Impact:** None

2. **Item:** Approval of 2023-2024 Master Plan for English Learners

**Background:** MYA staff has reviewed the Board adopted Master Plan for English Learners and no changes have been made

**Recommendation:** It is recommended the Board approve 2023-2024 Master Plan for English Learners

**Fiscal Impact:** None



## School / Educational Partner Compact

***This Compact is distributed to all Educational Partners in the school handbook and at Teacher/Parent/Student meetings.***

This Compact outlines how Motivated Youth Academy (School) and Educational Partners (Educational Partner is defined as School staff, parents/guardians, and students) will share the responsibility for improved student academic achievement. This Compact describes the responsibilities and specific ways the School and Educational Partners will partner together to help children achieve the state's high academic standards.

### School Responsibilities

The School's responsibility is to provide high-quality curriculum and instruction (Every Student Succeeds Act (ESSA), Section 1116[d][1]). The School will provide support for Educational Partners and students by:

- Supporting a partnership among the School and Educational Partners to improve student academic achievement;
- Providing Educational Partners with assistance in understanding the state's academic content standards, assessments, and how to monitor and improve the achievement of their students (ESSA Section 1116[e][1]);
- Reviewing of local and state assessments and performance scores;
- Use of the School's Multi-tiered System of Support (MTSS) program which provides support for students that are struggling academically;
- Providing Educational Partners with materials and training to help them improve the achievement of their students (ESSA Section 1116[e][2]); and
- Providing Educational Partners with training and webinars, and teacher professional development to support student performance in the academic state standards.

The School understands the importance of ongoing communication between parents/guardians and family members, and teachers through:

- At a minimum, monthly learning period meetings;
- Frequent reports on student progress; and
- Access to School staff (ESSA Section 1116[d][2]).

The School engages Educational Partners to improve the achievement of their children in meaningful interactions with the School by:

- Frequent reports to parents/guardians on their student's progress (ESSA Section 1116[d][2][B]);
- Reasonable access to staff, opportunities for parents/guardians and family members to participate in their students education (ESSA Section 1116[d][2][C]). (Communication and access to the staff are conducted and available through monthly learning period meetings, School email communication, and School social media outlets.);
- Distributing information related to School and parent/guardian programs, meetings, and other activities to Title I, Part A parents/guardians and family members in a format and language that the parents/guardians and family members can understand (ESSA Section 1116[e][5]);
- Presenting information in a way that is understandable to parents/guardians;
- With the assistance of Educational Partners, the School educates School staff on the value of parent/guardian and family member contributions, and how to work with parents/guardians and family members as equal partners (ESSA Section 1116[e][3]); and
- The School coordinates and integrates the Title I, Part A programs with other programs, and conducts other activities, such as parent/guardian training and access to resources, to encourage and support parents/guardians and family members in more fully participating in the education of their students (ESSA Section 1116[e][4]).

### **Educational Partner Responsibilities (Parents/Guardians)**

Parents/Guardians will support their student's learning in the following ways:

- Monitor student attendance and completion of coursework;
- Participate in teacher meetings;
- Participate, to the extent possible, on policy advisory groups; and
- Participate in school input opportunities such as surveys.

### **Student Responsibilities**

Students will share in the responsibility to improve their academic achievement through:

- Regular school attendance;
- Course completion; and
- Participating in teacher/parent/student meetings.



500 La Terraza Blvd, Suite #150

Escondido, CA 92025

(619) 393-2048

[info@myacademy.org](mailto:info@myacademy.org)

# MASTER PLAN for ENGLISH LEARNERS

## Motivated Youth Academy Board of Directors

William Hall, President  
Michael Humphrey, Vice President  
Steve Fraire, Clerk  
Larry Alvarado, Member  
Peter Matz, Member

## Motivated Youth Academy Administration

Bill Dobson, Interim Director  
Melissa Blitzstein, Interim Assistant Director

## **EL Master Plan Committee Members:**

Melissa Blitzstein  
Bill Dobson  
Daniel Espinoza

## Table of Contents

Mission and Vision	4
Goals and Vision for EL Master Plan	4
Home Language Survey	5
ELPAC Testing	5
Using Initial and Summative Assessment Results	6
Initial ELPAC Student Score Reports	7
Summative ELPAC Student Score Reports	8
English Language Development Standards	9
English Mainstream Program	10
SDAIE (Specially Designed Academic Instruction in English)	10
English Language Development (ELD) Instruction	11
Instructional Materials to Support the CA ELA and ELD Standards	11
Parent Notification	14
Monitoring of Long Term English Learners	14
Meeting the Needs of Long Term English Learners	15
Instructional Support System	17
Staffing Authorizations	19
Professional Development	19
Reclassification	20
Reclassification Criteria	20
Reclassification Process	20
Monitoring of Reclassified students	21
English Learners in Special Education	21
Role of the IEP Team	21
SpEd: Assessment	23
SpEd: Classification	23
Needs of English Learners	23
Writing Linguistically Appropriate Goals and Benchmarks	24
Special Education EL Reclassification	25
Parent Advisory Committees	26

Accountability and Evaluation	27
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**Mission**

MY Academy believes in equity, inclusivity, academic excellence, hope, service, feedback, and gratitude. MYA's mission is to create an equitable and individualized learning environment that supports every student and strengthens relationships between all MY Academy Educational Partners.

**Core Values**

- All are welcome
- We celebrate the small things
- We choose hope
- We are servant leaders
- Feedback is critical
- We pursue gratitude

**Vision**

MYA's vision is to be able to pivot and adapt to meet student needs and interests as they evolve and emerge in the 21st century.

**Goals and Vision for English Learner Master Plan**

Federal case law (Castañeda vs. Pickard, 648F.2d 989, 1981) requires that the main goals of the English Learner Program (ELP) are to develop the English language fluency of each English Learner as effectively and as efficiently as possible, and to develop mastery of the core curriculum comparable to native English speakers.

The court set forth the following standards for effective programs for English Learners:

1. The program is based on educational theory that is research-based, has proven methodology, and is recognized by experts in the field.
2. The programs or practices used are calculated to effectively implement the adopted theory, and
3. The program successfully produces results that indicate that language barriers are being overcome.

The ultimate goal of the Motivated Youth Academy English Learner Program is to embrace the Federal case law and support each English learner. The school's Master Plan for English Learners serves as a standard for consistent program implementation



and evaluation of services for English Learners. With a common staff understanding of the goals and procedures, English Learners will receive consistent high-quality services designed to meet their academic and linguistic needs by:

- Providing all students with the opportunity to participate in high quality curricular activities that address academic standards
- Offering programs based on student need and sound educational pedagogy
- Maintaining consistent communication with parents
- Providing staff and parent training
- Embracing parent involvement in the educational process
- Providing a process for monitoring the effectiveness of the program
- Valuing bi-literacy as a skill that will assist the student in life

### **Home Language Survey**

For all students in K–12, upon first enrollment in a California public school, the Local Education Agency (LEA) uses a standardized procedure to determine a student's primary language. This procedure begins with a home language survey (HLS), which is completed once by the parent or guardian at the time the student is initially enrolled in a California public school. The HLS should not be readministered every year nor readministered if a student enrolls in a new LEA. If the HLS is completed in error, the parent or guardian may make a request to change it prior to the assessment. However, once a student is identified as an EL on the basis of the results of the Initial ELPAC, and the student has been administered the Summative ELPAC, changing the HLS will not change the student's identification. While cumulative student records are in transit for a student transferring from another California School District, CALPADS shall be used to determine whether a student has a history of being an English Language Learner.

If a student has a history of being an English Learner, s/he will be given an annual Summative ELPAC assessment during the February 1st through May 31st test window. If a student is new to the California Public School System and answers any of the first three questions of the Home Language Survey (HLS) with a language other than English, further research will be done to determine if s/he will be given an Initial ELPAC assessment within 30 days of enrollment.

### **ELPAC Testing**

State law (California Education Code [EC] sections 313 and 60810) and federal law (Titles I and III of the Every Student Succeeds Act [ESSA], the reauthorization of the Elementary and Secondary Education Act [ESEA]) require that LEAs administer a state

test of English language proficiency (ELP) and develop an English Learner Progress Indicator (ELPI) for (1) newly enrolled students whose primary language is not English, as an initial assessment; and (2) students who are English Learners (ELs), as a summative assessment. For California's public school students, this test is the ELPAC.

The Initial ELPAC has one purpose:

- To identify students who are ELs or are initial fluent English proficient (IFEP)

The Summative ELPAC has two purposes:

- To determine the level of ELP of EL students
- To assess the progress of EL students in acquiring the skills of listening, speaking, reading, and writing in English

All students in kindergarten through grade twelve (K–12), ages three through twenty-one, whose primary language is a language other than English must take the Initial ELPAC to determine whether they are ELs. This must be done within 30 calendar days after they are first enrolled in a California public school or 60 calendar days prior to instruction, but not before July 1, per ELPAC regulations. The Summative ELPAC must be given annually to students identified as ELs until they are reclassified to Fluent English Proficient (RFEP).

### **Using Initial and Summative Assessment Results**

Once tests are scored by the testing agency, individual student score reports (SSRs) are loaded directly to both the parent and student portals of the school's student information system from the Test Operation Management System. Once scores are received, parents will also be informed of test results within 30 calendar days from the first day of the current school year via email and/or through US mail. Parents/guardians are notified of results in writing in a language they can understand (or orally, if they are unable to understand written communication). Parents will also be notified in any language of which 15% or more of the student population speaks in common. Additionally, each student's test results are uploaded to the charter's student information system and recorded on the English Language Master Tracking Spreadsheet. When a student withdraws from Motivated Youth Academy, a list of the student's test results will be printed from the student information system and included in the student's requested cumulative file.

ELPAC results are not used to measure academic achievement. The Initial ELPAC results are used to identify ELs who need to develop their skills in listening, speaking,

reading, and writing in English. This information, used with other local assessments, assists LEAs and schools when making placement decisions for new students who are identified as ELs. The Initial ELPAC results also are used to identify students who are IFEP and are able to participate in the regular (core) academic program without further English language supports. The Summative ELPAC results are used to see how well ELs are progressing annually toward ELP. (English Language Proficiency) This information is used to assist LEAs and schools in the ongoing process of program monitoring and evaluation. The Summative ELPAC results also form one of four criteria used to determine whether ELs are ready to be classified as RFEP on the basis of the reclassification process developed by the LEA, in accordance with state law.

### **Initial ELPAC Student Score Reports**

The official score for the Initial ELPAC is produced once the LEA has entered and locked in the student's raw scores into the state assessment system. Individual student Initial ELPAC results include an overall scale score, which will indicate which of the three performance levels the student achieved: IFEP, Intermediate EL, and Novice EL.

There will be two composite performance levels produced: Oral Language (Speaking and Listening) and Written Language (Reading and Writing). The three performance levels are well developed, somewhat to moderately developed, and minimally developed.

The Initial ELPAC report includes the following information:

- An Overall performance level and scale score
- A performance level for each composite tested (Oral and Written Language)

Initial ELPAC Performance Level Descriptors are:

- Initial Fluent English Proficient (IFEP): Students at this level have well developed oral (listening and speaking) and written (reading and writing) skills. They can use English to learn and communicate in meaningful ways that are appropriate to different tasks, purposes, and audiences in a variety of social and academic contexts. They may need occasional linguistic support to engage in familiar social and academic contexts; they may need light support to communicate on less familiar tasks and topics. This test performance level corresponds to the upper range of the "Bridging" proficiency level as described in the 2012 California English Language Development Standards, Kindergarten Through Grade 12 (2012 ELD Standards).

- **Intermediate English Learner:** Students at this level have somewhat developed to moderately developed oral (listening and speaking) and written (reading and writing) skills. This level captures a broad range of English learners, from those who can use English only to meet immediate communication needs to those who can, at times, use English to learn and communicate in meaningful ways in a range of topics and content areas. They may need some degree of linguistic support to engage in familiar social and academic contexts (depending on the student, the level of support needed may be moderate, light, or minimal); they may need substantial to moderate support to communicate on less familiar tasks and topics. This test performance level corresponds to the entire “Expanding” proficiency level and to the lower range of the “Bridging” proficiency level as described in the 2012 ELD Standards.
- **Novice English Learner:** Students at this level have minimally developed oral (listening and speaking) and written (reading and writing) English skills. They tend to rely on learned words and phrases to communicate meaning at a basic level. They need substantial-to-moderate linguistic support to communicate in familiar social and academic contexts; they need substantial linguistic support to communicate on less familiar tasks and topics. This test performance level corresponds to the “Emerging” proficiency level as described in the 2012 ELD Standards.

### **Summative ELPAC Student Score Reports**

The official score for the Summative ELPAC is produced by the test contractor. Individual student Summative ELPAC results include an overall scale score and two composite scale scores which will indicate which of the four performance levels the student achieved. The four performance levels are: well developed (4), moderately developed (3), somewhat developed (2), and minimally developed (1).

Domain level performance will be reported as beginning, intermediate, and well developed on the ELPAC Student Score Reports. The Summative ELPAC report includes the following information:

- An Overall performance level and scale score
- A performance level and scale score for each composite tested (Oral and Written Language)
- A performance level for each domain tested (Listening, Speaking, Reading, and Writing)

Scale score ranges for each of the four performance levels are identified for Overall, Oral Language, and Written Language for all grades tested. These ranges incorporate the performance level cut scores approved by the SBE.

The Summative ELPAC Performance Level Descriptors are:

- Level 4: English Learners at this level have well developed oral (listening and speaking) and written (reading and writing) skills. They can use English to learn and communicate in meaningful ways that are appropriate to different tasks, purposes, and audiences in a variety of social and academic contexts. They may need occasional linguistic support to engage in familiar social and academic contexts; they may need light support to communicate on less familiar tasks and topics. This test performance level corresponds to the upper range of the “Bridging” proficiency level as described in the 2012 California English Language Development Standards, Kindergarten Through Grade 12 (CA ELD Standards).
- Level 3: English Learners at this level have moderately developed oral (listening and speaking) and written (reading and writing) skills. They can sometimes use English to learn and communicate in meaningful ways in a range of topics and content areas. They need light-to-minimal linguistic support to engage in familiar social and academic contexts; they need moderate support to communicate on less familiar tasks and topics. This test performance level corresponds to the upper range of the “Expanding” proficiency level through the lower range of the “Bridging” proficiency level as described in the CA ELD Standards.
- Level 2: English Learners at this level have somewhat developed oral (listening and speaking) and written (reading and writing) skills. They can use English to meet immediate communication needs but often are not able to use English to learn and communicate on topics and content areas. They need moderate-to-light linguistic support to engage in familiar social and academic contexts; they need substantial-to-moderate support to communicate on less familiar tasks and topics. This test performance level corresponds to the low- to mid-range of the “Expanding” proficiency level as described in the CA ELD Standards.
- Level 1: English Learners at this level have minimally developed oral (listening and speaking) and written (reading and writing) English skills. They tend to rely on learned words and phrases to communicate meaning at a basic level. They need substantial-to-moderate linguistic support to communicate in familiar social and academic contexts; they need substantial linguistic support to communicate on less familiar tasks and topics. This test performance level corresponds to the “Emerging” proficiency level as described in the CA ELD Standards.

## English Language Development (ELD) Standards

The state-adopted ELD Standards establish a framework for teachers to follow as they facilitate students' development of the skills necessary to meet grade-level standards in English language arts and the content areas. The standards describe what students should know and be able to do at each of the five levels of English proficiency. Each ELD standard is tied to one or more of the grade level English Language Arts Standards and serves as a measure for determining a student's progress toward meeting the English Language Arts Standards. When students attain the early advanced proficiency level, they are expected to be reclassified and meet the same rigorous grade-level standards as native English speakers are expected to master.

Charter schools enrolling English Learners have a dual obligation, as do all LEAs, to provide a program for EL students designed to overcome language barriers and provide access to the core curriculum (*Castañeda v. Pickard* 648 F.2d 989, [5th Cir. 1981]). The CDE recognizes that both services, including classified ELD, must be an integral part of a comprehensive program for every English Learner. The CDE has informed administrators that charter schools are required to provide English learner instructional services that meet this dual obligation, and other services determined necessary by the charter school, immediately.

### Link to ELD Standards:

<http://www.cde.ca.gov/sp/el/er/documents/eldstndspublication14.pdf>

## English Language Mainstream Program

English Learners in Motivated Youth Academy will be placed in an English Language Mainstream Program. This instructional program is designed to promote the acquisition of high levels of English language proficiency, as well as access to the core curriculum. In the mainstream English program, English is the language of instruction for all subjects with no primary language support. Students in an English Language Mainstream Program will be supported by their primary instructor through the use of SDAIE strategies. Students may also be concurrently enrolled in an ELD support class. English Learners in the English Language Mainstream Program will receive ELD instruction until they are reclassified as English proficient. In the English Language Mainstream Program of Motivated Youth Academy:

- Core instruction in language arts, math, science and social science is taught in English using charter approved curriculum and SDAIE methodology

- English Language Learners receive ELD instruction which addresses the ELD standards in listening, speaking, reading and writing.
- Teachers working with EL students will be appropriately authorized, i.e. CLAD or equivalent.

### **SDAIE (Specially Designed Academic Instruction in English)**

SDAIE is instruction in a subject area, delivered in English, that is specially designed to meet the needs of limited-English-proficient pupils. Academic instruction through English is modified to meet the student's level of language proficiency. Teachers use specialized strategies that enable students to understand, participate in and access the core curriculum. SDAIE is an instructional methodology, not a program. (EC 44253.2[b]).

#### *SDAIE Strategies:*

- Speak slowly and use repetition
- Visuals and realia
- Manipulatives available
- Activate prior knowledge
- Focus on the meaning
- Graphic organizer/Charts
- Preview-Review
- Gestures and facial expressions
- Self-selected reading
- Scaffolding (visual content, graphic organizers)
- Consistent and Immediate Feedback
- Summarizing and Re-Teaching
- Reciprocal Teaching

### **English Language Development (ELD) Instruction**

English Learners in the Motivated Youth Academy participate in an instructional program that supports their acquisition of informal English and teaches them the patterns of formal academic English. The instruction is designed to provide for student experiences with English that are understandable and meaningful, enable the students to communicate with peers and adults, and thereby participate fully in the academic program. Motivated Youth Academy will create a personalized pathway of ELD instruction to build skills in English Language Arts (ELA). Students will take a diagnostic assessment at the beginning of the course to identify skill gaps. These students will



have a targeted approach to building the specific skills that they need. Additionally, students may receive tutoring support services.

### **Instructional Materials to Support the CA CCSS (Common Core State Standards) for ELA/Literacy and CA ELD Standards**

The State Board of Education adopts instructional materials for use by students in kindergarten through grade eight. LEAs- school districts, charter schools, and county offices of education- ARE NOT required to purchase state-adopted instructional materials according to EC Section 60210(a). If an LEA chooses to use non-adopted materials, it has the responsibility to adopt materials that best meet the needs of its students and to conduct its own evaluation of instructional materials. The review must include a majority of classroom teachers from that content area or grade-level ED Section 60210(c). EC Section 60002 requires the LEA to promote the involvement of parents and other members of the community in the selection of instructional materials, in addition to teacher involvement.

*ELA/literacy and ELD curricula should be well designed, comprehensive, and integrated.*

The ability to read, write, and communicate with competence and confidence in English across a range of personal and academic contexts expands students' opportunities for career and college success, full and wise participation in a democratic society and global economy, and achievement of their personal aspirations. Moreover, skill in literacy and language provides individuals with access to extraordinary and powerful literature that widens perspectives, illuminates the human experience, and deepens understandings of self and others.

The CA ELD Standards are aligned to the CA CCSS for ELA/Literacy as they amplify (magnify and make clear) areas of English language development that are crucial for academic learning. The standards emphasize language learning as a social process and language itself as a complex and dynamic meaning-making resource. They promote the notion of supporting English Learners to develop awareness that different languages and variations of English exist and that their home languages and cultures are valuable resources in their own right and useful for building proficiency in English.



## Key Themes of ELA/Literacy and ELD Instruction

### Instruction focuses on...

#### Meaning Making

Meaning making is at the heart of ELA/literacy and ELD instruction. It is the central purpose for interacting with text, producing text, engaging in research, participating in discussion, and giving presentations. It is the reason for learning the foundational skills and for expanding language. Meaning making includes literal understanding but is not confined to it at any grade or with any student. Inference making and critical reading, writing, and listening are given substantial and explicit attention in every discipline. Among the contributors to meaning making are language, knowledge, motivation, and in the case of reading and writing, the ability to recognize printed words and use the alphabetic code to express ideas.

#### Language Development

Language is the cornerstone of literacy and learning. It is with and through language that students learn, think, and express information, ideas, perspectives, and questions. The strands of the CA CCSS for ELA/ Literacy—Reading, Writing, Speaking and Listening, and Language—all have language at the core, as do the parts of the CA ELD Standards—Interacting in Meaningful Ways, Learning About How English Works, and Using Foundational Literacy Skills. Students enrich their language as they read, write, speak, and listen and as they interact with one another and learn about language. The foundational skills provide access to written language.

### **Effective Expression**

Each strand of the CA CCSS for ELA/Literacy and each part of the CA ELD Standards includes attention to effective expression. Students learn to examine the author's craft as they read, analyzing how authors use language, text structure, and images to convey information, influence their readers, and evoke responses. Students learn to effectively express themselves as writers, discussion partners, and presenters, and they use digital media and visual displays to enhance their expression. They gain command over the conventions of written and spoken English, and they learn to communicate in ways appropriate for the context and task.

### **Content Knowledge**

Content knowledge is a powerful contributor to comprehension of text. It also undergirds the ability to write effective opinions/arguments, narratives, and explanatory/informational text; engage in meaningful discussions; and present ideas and information to others. It contributes significantly to language development, and it is fundamental to learning about how English works. Both sets of standards ensure that students can learn from informational texts and can share their knowledge as writers and speakers. An organized independent reading program contributes to knowledge. Content knowledge has a powerful reciprocal relationship with the development of literacy and language.

### **Foundational Skills**

Acquisition of the foundational skills enables students to independently read and use written language to learn about the world and themselves; experience extraordinary and diverse works of literary fiction and nonfiction; and share their knowledge, ideas, stories, and perspectives with others. Students who know how to decode and develop automaticity with an increasing number of words are best positioned to make significant strides in meaning making, language development, effective expression, and content knowledge. At the same time, attention to those themes provides the very reason for learning about the alphabetic code and propels progress in the foundational skills.

(See the Resource Guide to the Foundational Skills at [www.cde.ca.gov/ci/rl/cf/documents/foundskillswhitepaper.pdf](http://www.cde.ca.gov/ci/rl/cf/documents/foundskillswhitepaper.pdf).)

## **Parent Notification of Programs**

All parents of English Learners, regardless of proficiency, must be notified at initial enrollment and annually, in writing, of program placement of their children and must also be provided with a description of our program, including educational materials used in this program and their entitlement to request a waiver. The information must be provided in a language the parents understand within 30 days of enrollment.

### **Monitoring of Long Term English Learners**

Long-term English Learners (LTEL) are defined as students who are in grades 6 to 12, have been enrolled in U.S. schools for more than six years, have remained at the same level of English for two or more years as measured by the state's annual proficiency exam, and have scored "standard not met" or "standard nearly met" on the CAASPP ELA assessment.

ELs with little or no English proficiency need more time than native-English speakers to meet grade-level benchmarks in English and state mandated testing targets. Schools must monitor student progress to assure that additional and appropriate learning opportunities are provided in English language development and in reading, writing and other academic content areas in order to close the achievement gap.

Benchmark assessments, course grades, and the CAASPP assessments, along with the number of years a student has been classified as an EL student are used to determine if a student is making the appropriate movement toward becoming RFEP.

If, despite the implementation of school wide interventions and supports, a student is still not making "adequate progress", the school will hold a Student Study Team meeting to discuss the lack of progress. Further evaluation and intervention will be planned by the SST team to support students who are not meeting interim benchmarks. Interventions will be noted and filed on the EL Master Tracking Spreadsheet, in their cumulative folder and/or in a collaborative Google document. Additionally, parents will be notified annually if their student is at risk for becoming a LTEL or has been classified as a LTEL.

### **Meeting the Needs of Long Term English Learners**

*The National Education Association's Publication: Meeting the Unique Needs of Long Term English Language Learners, A Guide for Educators* provides valuable research-based information and best practices to guide schools and LEAs in supporting students at risk for becoming Long Term English Learners (LTEL).

[https://www.rcoe.us/educational-services/files/2012/08/NEA\\_Meeting\\_the\\_Unique\\_Needs\\_of\\_LTEs.pdf](https://www.rcoe.us/educational-services/files/2012/08/NEA_Meeting_the_Unique_Needs_of_LTEs.pdf)

## Elementary School Strategies and Programs that Prevent the Creation of Long Term English Language Learners:

The trajectory of a Long Term English Language Learner begins in elementary school. Taking the necessary steps early enough can help prevent an entire new generation of long term ELL students. Successful elementary school programs offer high-quality language development programs and strategies that are consistent across grade levels.

- English Language Development/English as a Second Language: Dedicated, daily, and standards-based ELD/ESL programs address the specific needs of students at each fluency level and support instruction with quality materials that focus on all four language domains—with a major emphasis on building a strong oral language foundation; using language for interaction and meaning-making; and developing complex, precise, and academic language.
- Home language development: Programs that develop students' home language (oral and literacy) to threshold levels are a strong foundation for developing English literacy and academic success (at least through third grade, more powerfully through fifth grade, and optimally, ongoing throughout a students' education). Teaching students to read in their first language promotes higher levels of reading achievement in English and provides students the benefits of bilingualism.
- Use curriculum, instruction, and strategies. Use resources that promote transfer between English and the home language.
- Enriched oral language development: Emphasize oral language throughout the curriculum.
- Modified instructional strategies and supplemental materials provide access to academic content.
- Program coherence and consistency: Provide coherence and consistency of program across grades, including, wherever possible, articulation and alignment with preschool.
- High-quality literature: Provide students/LTEs with exposure to high-quality literature and complex and expressive language.

## *Seven Basic Principles for Meeting the Needs of Middle and High School Long Term English Language Learners*

Seven basic principles lie at the heart of successfully educating middle and high school Long Term English Language Learners:

- Urgency: Focus urgently on accelerating LTEL progress towards attaining English proficiency and closing academic gaps.
- Distinct needs: Recognize that the needs of LTELs are distinct and cannot adequately be addressed within a “struggling reader” paradigm or a generic “English Language Learner” approach, but require an explicit LTEL approach.
- Language, literacy, and academics: Provide LTELs with language development, literacy development, and a program that addresses the academic gaps they have accrued.
- Home language: Affirm the crucial role of home language in a student’s life and learning, and provide home language development whenever possible.
- Three R’s: rigor, relevance, and relationships: Provide LTELs with rigorous and relevant curriculum and relationships with supportive adults (along with the supports to succeed).
- Integration: End the ESL ghetto, cease the sink-or-swim approach, and provide maximum integration without sacrificing access to LTEL supports.
- Active engagement: Invite, support, and insist that LTELs become active participants in their own education.

### **Instructional Support System**

The Charter School is committed to closing the achievement gap for all students, including English Learners. The Instructional Support System for English Learners is a part of the standards based system of instruction, assessment, monitoring and evaluation provided for all students.

The Instructional Support System for English Learners is designed to provide the mechanisms for recording EL achievement, detecting academic deficits and monitoring the effectiveness of interventions.

To ensure all students will catch up to their grade-level peers, we have the following essential elements:

1. All English Learners are held to the same Charter-adopted curriculum and performance standards in the core curricular areas as all other students.

2. All English Learners participate in a program of curriculum and instruction that is aligned to state content standards, and designed to reduce all language barriers.

- The English Learner program is designed to assure that participating EL students acquire English and learn grade-level academic content simultaneously and to the greatest extent possible.
- Components of this program include: ELD, grade-level core curriculum and assessment.

3. The Instructional Support System for English Learners includes an assessment and reporting process of student academic achievement for all students, including English Learners. The use of multiple measures, the disaggregating of student achievement data, and the regular reporting of student achievement data are integral components of the Charter assessment and reporting process and recorded on the EL Master Tracking Spreadsheet.

4. The performance of EL and RFEP students are monitored:

- Students identified in need of interventions are provided the appropriate intervention aimed at filling in gaps in content knowledge so that ELs can gain full access to grade-level core content instruction in a reasonable period of time.
- Any areas of deficiency are noted and appropriate modifications in instructional programs or student support systems are identified.

The Instructional Support System described here for ELs is based on five (5) essential elements that include: Adopted curriculum standards; curriculum and instruction aligned with adopted standards; assessment and reporting; charter and site level monitoring and intervention; and program evaluation.

### **1. Adopted Curriculum Standards**

In Motivated Youth Academy each English Learner is held to the same charter adopted curriculum standards in the core curricular areas of English Language Arts, math, history-social science and science as every other charter student. In addition, each EL student is expected to demonstrate mastery of the adopted ELD standards.

### **2. Curriculum and Instruction Aligned with Adopted Standards**

Motivated Youth Academy supports each English Learner in his/her appropriate level of language development in the core courses. Each English Learner participates in an instructional program with state adopted materials that are aligned to charter and state standards. Staff members, through articulation meetings, discuss and interpret data on English Learner students to address the issues surrounding English Learners who may have been in the educational system for some time and seem to be unable to move beyond this level.

### **3. Assessment and Reporting**

Motivated Youth Academy administers all state mandated examinations. ELPAC assessments and ongoing multiple measures are used to assess student proficiency. Results are entered onto the EL Master Tracking Spreadsheet for instructional planning and monitoring. Overall student results are shared with the CEO and governing board.

### **4. Monitoring and Intervention.**

English Learner's assessment results are recorded on the EL Master Tracking Spreadsheet. The results are monitored to evaluate student learning in order to inform instruction and provide interventions as needed. When, according to on-going assessments, students are unable to meet interim expectations in academic content, students shall be referred by teachers and parents to receive academic interventions and support that enable them to overcome any academic deficits before they become irreparable. The intervention itself will directly target the identified academic need. Delivery of the intervention shall be monitored and documented. The effectiveness of the intervention will then be determined based on student work and assessments.

Note: When Special Education students, identified as ELs, are not making adequate progress Special Education teachers must schedule an IEP meeting to discuss further interventions.

### **Staffing Authorizations**

Under the management of the Director of Human Resources, Motivated Youth Academy takes an active role in the recruitment and staffing of authorized personnel for all English Learner programs and makes it a priority to hire CLAD or equivalent teachers. Teachers providing instruction in a Mainstream English Program shall be authorized to provide appropriate core content and ELD instruction. This is achieved via a CLAD or equivalent authorization.

Teachers who are not currently authorized, but who are working with English Learners, shall be required to sign a memorandum of understanding stipulating that they will be actively participating in professional development designed to secure an appropriate authorization within two years. The HR Department will then monitor attendance at professional development activities to ensure that such teachers remain on track to complete the necessary training for their authorizations.

### **Professional Development**

Motivated Youth Academy provides ongoing professional development opportunities to all teachers and staff working with English Learners. The goal of this training is to help educators acquire specific skills needed to work with English Learners in the areas of ELD instruction, comprehensible core content instruction, program designs, curriculum expectations, and processes and services for English Learners. Training should also focus on multiculturalism and up-to-date research and pedagogy for English Learners to receive equitable and accessible support and opportunities to achieve and reach their goals.

Staff development opportunities include, but are not limited to the following:

- ELD Standards
- ELPAC assessment and identification levels
- ELD strategies and instruction
- SDAIE strategies and instruction
- Differentiated instruction
- EL Master Tracking Spreadsheet and EL Cumulative file training
- Shared Best Practices

To ensure that all staff working with parents of EL students are appropriately trained, training participation and completion is documented.

### **Reclassification**

California Education Code (EC) Section 313 and the California Code of Regulations (5CCR) Section 11308 require that each English Learner who 1) has demonstrated English language proficiency comparable to that of the average native English speaker and 2) who can participate effectively in a curriculum designed for pupils of the same age whose native language is English be Reclassified Fluent English Proficient (RFEP).



Motivated Youth Academy recognizes the importance and irreversibility of this item and has established the following criteria and process to fully address this obligation.

Once a student has demonstrated that he/she is ready to participate fully in all English instruction without special support services, the student is ready for reclassification.

### **Reclassification Criteria**

Motivated Youth Academy uses the following criteria to reclassify EL students to RFEP status:

- Summative ELPAC Overall Score of 4
- Teacher Evaluation
- Parent Approval
- Smarter Balanced and/or Local Assessments can also be used in determining student readiness for reclassification

### **Reclassification Process**

Reclassification is the culmination of an EL student's participation in the program for English Learners and is conducted each year when ELPAC score reports are received by the charter.

Based on the above reclassification criteria, if a student is deemed to qualify for reclassification, a letter will be drafted by the administration. The letter will include all data pertinent to the reclassification. Once the letter has been signed by the administration and the parents of the student, the reclassification will take place. The language acquisition status of the student will be updated in the student information, on the EL Master Tracking Spreadsheet and ultimately in the state reporting system (CALPADS). Additionally, all teachers associated with the student will be informed of the reclassification.

### **Monitoring of Reclassified Students**

The No Child Left Behind Act of 2001, Title III requires that reclassified students be monitored for a period of at least 24 months following reclassification. The school's Lead, teachers, parents, and the assessment Lead supervise the process of monitoring reclassified students. School staff will use the Smarter Balanced assessment, local multiple measure scores, and teacher assessments and observations to semi-annually monitor the progress of RFEP students for a period no less than four (4) years after reclassification. Student performance shall be reviewed at each progress reporting

period. Those students found to be regressing in their academic performance will be referred to receive an academic intervention in the specific area of need. This monitoring of RFEP students is recorded on the EL Master Tracking Spreadsheet.

### **English Learners in Special Education**

In accordance with the ED guidance issued in July 2014, the ED requires that all ELs with disabilities participate in the state's ELP assessment. Federal law requires that all ELs with disabilities participate in the state ELP assessment in the following ways, as determined by the IEP team:

- In the regular state ELP assessment without universal tools, designated supports, and accommodations
- In the regular state ELP assessment with universal tools, designated supports, and accommodations determined by the IEP team or Section 504 team
- In an alternate assessment aligned with the state's ELD standards, if the IEP team determines that the student is unable to participate in the regular ELP assessment with or without universal tools, designated supports, and accommodations

### **Role of the IEP Team**

The IEP team is an essential component in establishing the appropriate academic and functional goals, determining the specifically designed instructional program to meet the unique needs of all ELs with disabilities, and making decisions about how students can participate in the state ELP assessment. In accordance with the new ED guidance, the IEP team is responsible for:

- Making decisions about the content of a student's IEP, including whether a student must take a regular state assessment (in this case, the ELPAC assessment), with or without appropriate universal tools, designated supports and/or accommodations, or an alternate assessment in lieu of the regular ELPAC assessment (ED, July 2014, FAQ #4).
- Developing an IEP for each student with a disability, including each EL with a disability, at an IEP team meeting, which includes school officials and the child's parents/guardians. The Individuals with Disabilities Education Act (IDEA) regulation in Code of Federal Regulations, Title 34, (34 CFR) Section 300.321(a) specifies the participants to be included on each child's IEP team. It is essential that IEP teams for ELs with disabilities include persons with expertise in English language acquisition and other professionals, such as speech-language pathologists, who understand how to differentiate between English proficiency development and a disability (ED, July 2014, FAQ #5).

- Ensuring that ELs' parents or guardians understand and are able to meaningfully participate in IEP team meetings at which the child's participation in the annual state ELP assessment is discussed. If a parent whose primary language is other than English is participating in IEP meetings, the IDEA regulations require each public agency to take whatever action necessary to ensure that the parent understands the proceedings of the IEP team meeting, including arranging for an interpreter (34 CFR Section 300.322[e]). When parents themselves are ELs, Title VI of the Civil Rights Act of 1964 also requires that the LEA effectively communicate with parents in a manner and form they can understand, such as by providing free interpretation and/or translation services (ED, July 2014, FAQ #6).
- Ensuring that all ELs, including those with disabilities, participate in the annual state ELPAC assessment, with or without universal tools, designated supports, and accommodations or take the Alternate ELPAC, if necessary (ESSA Section 1119[b][7] and IDEA Section 612[a][16][A]). An IEP team cannot determine that a particular EL with a disability should not participate in the annual state ELP assessment (ED, July 2014, FAQ #7).

IEP teams will ensure that each English Learner receives appropriate services to develop English proficiency and have equitable access to the full curriculum. Each English Learner's IEP shall include linguistically appropriate goals and objectives based on the student's level of English proficiency and based on the ELD standards. Such goals and objectives will fully address ELD and core content instruction. Each IEP shall also clearly delineate the person(s) and/or programs responsible for providing each instructional service. A parental exception waiver is not required for an English Learner whose IEP indicates that instructional services will be provided through an Alternative Program.

### **SpEd: Assessment**

Students whose initial Home Language Survey indicates that a language other than English is spoken will be assessed on the ELPAC test within the first 30 days of school annually. ELPAC testing is considered to be one of the state's standardized tests; therefore, accommodations/modifications provided in the IEP for any standardized test will apply. SpEd students with an existing EL classification will be assessed annually. If a student is slated to take the ELPAC test, who also would qualify for the CAA, the Special Education Director will be notified so that we can evaluate the need for the Alternate ELPAC.

## SpEd: Classification

Students who are classified as English Learners MUST have their ELD needs addressed as part of their Individualized Education Program (IEP). Students who have been reclassified as Fluent English Proficient (RFEP) or who were initially identified as Initially Fluent English Proficient (IFEP) are *not* considered English Learners for the purpose of the IEP. Their progress is still monitored, but ELD does not need to be addressed on the IEP.

## Needs of English Learners

The needs of English Learners are addressed in several places on the IEP:

### Student Information:

- Is the student an English Learner?
- What is the student's primary language?
- Proficiency Level and Date: Overall ELPAC proficiency level and scaled score from most recent annual assessment (This information can be obtained from the English Learner/Assessment Lead, the SIS, the EL Master Tracking Spreadsheet or from the English Learner folder that is part of the student's cumulative file)
- Is an interpreter required? (*for the parents*) Indicate the language for the interpreter.

### Present Levels:

- Most recent ELPAC scores should be listed for each domain area (list performance level as well as scaled score)
- *Academic Skills:* In addition to the academic data usually included, it should be indicated how the student's English language development needs, if any, will be addressed in each academic area. For each area on the ELPAC that falls below level 3, the student's IEP must have a goal written to address that area (i.e. listening, speaking, reading, and/or writing).
- *Communication:* Information on the student's language development should be specified in this section of the IEP, including the student's primary language and how the student's language development (expressive and receptive) relates to his/her ability to communicate with others and its impact on his/her school performance.

### Special Factors:

- **Testing Accommodations/Modifications:** If the student needs the same accommodations or modifications as are being used on the CAASPP tests, the box next to “Other statewide/charter assessments” will be checked and “Same as Above” for the listed accommodation/modification will be written.

### **Annual Goals:**

- Each English Learner’s IEP shall include linguistically appropriate goals and objectives based on the student’s level of English proficiency and based on the ELD standards. Such goals and objectives will fully address ELD and core content instruction. Each IEP shall also clearly delineate the person(s) and/or programs responsible for providing each instructional service.
- For each area on the ELPAC that falls below level 3, the student’s IEP must have a goal written to address that area (i.e. listening, speaking, reading, and/or writing).
- Ensure that goals are linguistically appropriate (see below)

### **Services:**

- If the student requires any supplemental aids or services or any special education services to enable the student to benefit from their ELD services or setting, they will be listed in the IEP. If the IEP team determines that the student’s program should be modified from that of other ELD students in order to meet the student’s unique educational needs, that modification should be listed in the IEP.

### **Writing Linguistically Appropriate Goals and Benchmarks-**

- Based on the most recent ELPAC results and other information on the Present Levels page, identify the “Areas of Need” that the IEP goals will address in listening, speaking, reading and writing.
- In the *Baseline* section, describe what the student is currently able to do in the skill area of need and indicate the ELPAC proficiency level in parenthesis.
  - For example: Area of Need: Writing, *Baseline*: Student is able to write simple sentences with some errors in grammar and syntax (ELPAC Writing - Level 1)
- Write (or modify from a goal bank selection) an annual goal to ensure that it is linguistically appropriate and includes the words “in English.”

- For example: By *(date)*, following teacher-led prewriting activities, *(student name)* will compose a single paragraph in English including a topic sentence, three supporting sentences and a concluding paragraph with \_\_\_\_% accuracy in \_\_\_\_ of \_\_\_\_ trials as measured by student work samples.

*Note: It is best practice to insert the phrase “in English” to emphasize the language component of the goal.*

Check the “Linguistically Appropriate” box to indicate the goal is linguistically appropriate to meet the student’s English language development needs.

### **Special Education EL Reclassification**

In some cases, an IEP team may find that it is the disability that interferes with a student’s ability to demonstrate English fluency due to Communication Disorders and/or Cognitive Disabilities. In these cases, the IEP team assesses student progress and considers reclassification of the student to RFEP status. Ideally, this should be done as early as possible; as soon as one to two summative test administrations, or as soon as there is reasonable evidence that it is a student’s disability that is prohibiting English Language Acquisition.

The Administrative Designee and/or Case Manager should include the rationale for reclassification.

#### **Avoid:**

- Focusing on family history. Instead, focus on assessment results and the impact of the disability.
- Including parents’ wishes for reclassification or opinion as to the validity of ELPAC scores or current English learner status. Instead, focus on the needs of the child.
- Basing recommendation for changing EL status on the belief of the parent(s) or team members that the EL status or Home Language Survey was erroneous to begin with and therefore the student should never have been classified as EL. This is a matter outside of the scope of the IEP team and cannot be the basis for the team’s recommendation for reclassification.

If the recommendation for reclassification is taking place as part of the student’s initial IEP or annual review, then all other pages of the IEP are completed to reflect the recommendation that the student is to be reclassified as RFEP (Reclassified Fluent English Proficient). If the recommendation for reclassification is taking place between

annual reviews, then in addition to completing the *IEP Team Recommendation for Reclassification of Special Education English Learners* form, an *IEP Amendment* meeting and form must also be completed. All applicable staff should be a part of the reclassification meeting. If the team decides to reclassify the student as RFEP, the Special Education teacher or Case Manager will include a copy of the *IEP Team Recommendation for Reclassification of Special Education English Learners* form in the EL file, will update the EL Master Tracking Spreadsheet and follow all other reclassification procedures. These procedures include notifying the assessment and accountability department of the reclassification. Because this is an IEP team recommendation, the parents must be part of the decision. If the reclassification is not agreed upon, the IEP team must ensure that the IEP continues to address the needs of the student who remains classified as an English learning student.

### **Parent Advisory Committees**

An English Learner Advisory Committee (ELAC) is a school-level committee composed of parents, staff, and community members designated to advise school officials on English learner programs and services and is required for any California public school with 21 or more English Learners. The ELAC shall be responsible for the following tasks:

- Advising the principal and staff in the development of a site plan for English learners and submitting the plan to the School Site Council for consideration of inclusion in the School Plan for Student Achievement.
- Assisting in the development of the schoolwide needs assessment.
- Ways to make parents aware of the importance of regular school attendance.
- Each ELAC shall have the opportunity to elect at least one member to the District English Learner Advisory Committee (DELAC). Districts with 31 or more ELACs may use a system of proportional or regional representation.

Parents or guardians of English Learners shall constitute at least the same percentage of the ELAC membership as their children represent the student body and the parents or guardians of English Learners shall elect the parent members of ELAC. Parents or guardians of English Learners shall be provided the opportunity to vote in the election.

ELAC members shall receive training materials and training which will assist them in carrying out their required advisory responsibilities. Training shall be planned in full consultation with committee members, and funds from appropriate resources may be used to meet the costs of providing the training to include costs associated with the attendance of members at training sessions. ELAC meeting agendas will be posted on the school website.



## Legal References

- California Education Code, sections 35147, 52176(b) and (c), 62002.5, and 64001(a)
- California Code of Regulations, Title 5, Section 11308

The goal of the Parent Advisory Committee is to promote positive collaboration between parents and the Motivated Youth Academy:

- Includes parents and community members in the decision-making, planning and evaluation of English Learner Master Plan.
- Develop a working partnership between parents and the schools to provide equal access to education for all students.
- Promote open communication with parents and community members

## Accountability and Evaluation

California has been working for the past several years to improve education at the state level. The goal is to increase the academic achievement of all students by creating a coordinated system through the use of content and performance standards. In response to statewide accountability reform, Motivated Youth Academy provides clearly-defined standards and expectations for student learning and has a primary goal that all students will meet the charter's academic content and performance standards.

Through the Motivated Youth Academy assessment program, the assessment and accountability department carefully considers what students are asked to do, how student performance is evaluated and how evaluation results are used. The assessment program is responsive to the developmental differences, linguistic differences, and special needs of English Learners. Through multiple forms of assessment, Motivated Youth Academy is able to determine to what degree English Learners are achieving English proficiency and meeting academic achievement goals.

Motivated Youth Academy's assessment practices with respect to English Learners are designed to:

- Assess and monitor language development by time in program
- Assess academic achievement in meeting grade level core standards
- Assess progress of ELs achieving ELD grade level standards
- Ensure learning opportunities in reading and writing are provided



- Monitor that targeted interventions are working

Assessment data is compiled, analyzed and reported by the Data and Assessment Department. Their reports are then analyzed by the Executive Director and other school administrators to produce a set of suggested program modifications which are then shared with the local Board of Directors, leads, teachers, and EL parents for additional input and approval.

Motivated Youth Academy annually determines the number and percentage of EL students who have become RFEP through ongoing uploads of information to CALPADS. CALPADS reports the actual count of EL, IFEP, and RFEP students during the calendar year as well as the number of teachers providing and authorized to provide appropriate instruction for English Learners.

# Coversheet

## Consent - Personnel Services

<b>Section:</b>	X. Consent
<b>Item:</b>	C. Consent - Personnel Services
<b>Purpose:</b>	
<b>Submitted by:</b>	
<b>Related Material:</b>	BUS MYA Employee Handbook Revisions 2023.9.14.pdf MYA Handbook 23-24 with revisions_2023.9.14.pdf MYA Handbook 23-24 - redline.pdf BUS MYA Job Descriptions 2023.9.14.pdf MY Academy Office Assistant - Marketing .pdf My Academy Instructional Assistant .pdf

**MOTIVATED YOUTH ACADEMY****Agenda Item:** 10.C**Date:** September 14, 2023

	Correspondence/Proposals/Reports
X	Consent Agenda
	Business/Financial Services
	Education/Student Services
X	Personnel Services
	Curriculum
	Policy Development

**Item Requires Board Action:** X**Item is for Information Only:** \_\_\_\_\_**Item:** Approve revisions to the Employee Handbook to align with state law changes.

**Background:** Revisions to federal and California State law prompted the review and revision of sections in the Employee Handbook. The revisions to the handbook will align the policies and procedures with state law effective upon Board approval through June 30, 2024 and will be provided to each employee electronically through the internal human resources information system.

The proposed changes to the Employee Handbook provide clarity in the eligibility and application of the following leave policies: Title IX Coordinator and Coordinator for Nondiscrimination in Employment, Harassment, Remote Work Policy, Employee Status - student/teacher ratio, Nonexempt Employees, Employment Posters, Employer Property, Telecommuting, Benefits, Cash in Lieu of Health Benefits, Employer Contributions (retirement), Mileage, Procedure for Expensing, Sick Time Accrual, CFRA Leave: Additional Members, Bereavement Leave, Holidays and Paid Time Off Policy and Procedures.

The language was revised to align with changes in State law and to clarify how and when these provisions apply.

It is recommended the Board approve the revisions to the Employee Handbook and direct staff to provide the revisions to all employees for acknowledgement.

**Fiscal Impact:** None.

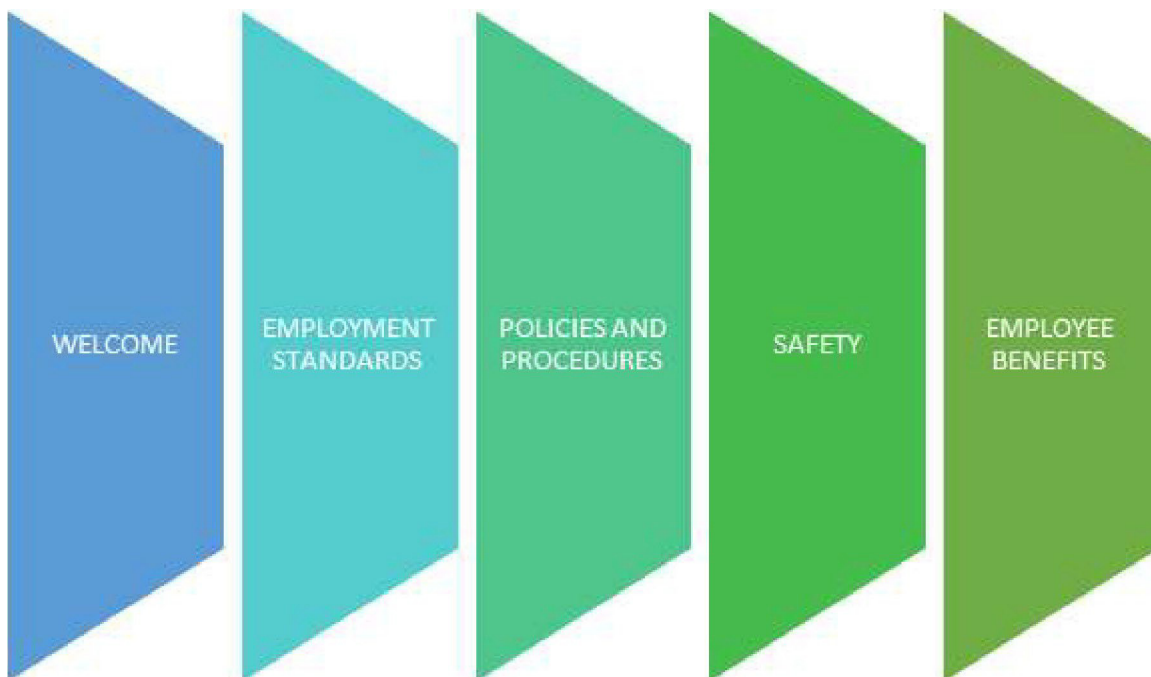


### Employee Handbook Revisions - September 2023

Employee Handbook Policy	2023-2024
Title IX Coordinator and Coordinator for Nondiscrimination in Employment	Update Contact page 10 – change Director of HR to Marie Rolston and updated address
Harassment	Update Policy page 11 –Section C: additional language <i>decision making around reproductive health</i>
Remote Work Policy	Add Policy page 34-36 Section B: Remote Work Policy
Employee Status - student/teacher ratio	Update Language page 36 Section C: Full Time caseload 22+ revised to 19+ student, Part time caseload from 14-21 revised to 10-18 students, irregular hourly 12or less revised to 9 or less students
Nonexempt Employees	Update Language page 37 Section E: Employees are expected to be <i>online or</i> at their desks or workstations at the start of their scheduled shifts, <i>when</i> ready to work.
Employment Posters	Update Language page 45 Section O, part 2: <i>If</i> outside work activity causes or contributes to job-related problems, it must be discontinued, and, if necessary, normal disciplinary procedures will be followed to deal with the specific problem.
Employer Property	Update Language page 51 Section V, Part A: Prior authorization must be obtained from the CEO or designee before any School property may be removed from the School <i>offices</i> premises , except in the course of normal movement of educational materials/computers by the employee. In this case, regular check-out/tracking procedures must be followed.  Terminated employees who work at a school <i>office</i> site should remove any personal items at the time they leave the School <i>office</i> . Personal items left in the workplace are subject to disposal if not claimed at the time of an employee's termination.
Telecommuting	Delete Policy page 57 Section VI Part A Telecommuting
Benefits	Update Policy page 66 Benefit chart updated to reflect updates to monthly stipends
Cash in Lieu of Health Benefits	Delete Policy page 67 #4 language removed to reflect the elimination of the cash in lieu benefit
Employer Contributions (retirement)	Update Policy pending Board approval page 69
Mileage	Update Language page 70 #3 The mileage reimbursement rate is based on the rate established by the Internal Revenue Service. <i>All Employees are required to submit reimbursement for mileage through the payroll system .</i>
Procedure for Expensing	Update Language page 71 #7 Expense reimbursements must be submitted <i>in the payroll system</i> within thirty (30) days of the charge. Expense reports submitted after this time may not be reimbursed within the current cycle and/or may be delayed and processed in the next cycle.
Sick Time Accrual	Update Policy page 71-73 #2 Updated to new state and city ordinances. Sick leave accrual will be capped at <i>80</i> hours ( <i>10</i> days), in compliance with both state and city ordinances. Previous cap was 48 hours (6 days)
CFRA Leave: Additional Members	Add Language page 80 #2 added language <i>or designated person</i>
Bereavement Leave	Update Policy page 84 Section F: <i>An</i> employee with a death in the family may take up to three ( <i>5</i> 3 ) consecutive scheduled work days off with pay with the approval of the supervisor. (Removed) <i>In the event services are located out-of-state, the allowed time off will be five (5) days.</i>
Holidays	Updated Policy page 90 Section Q: Added Cesar Chavez Day and Juneteenth
Paid Time Off Policy and Procedures	Update Policy page 91 Section R: sentence added <i>All requests must be entered and approved through the payroll system before taking the time. Additionally, all requests must be approved by your supervisor (via Intranet) before taking the time.</i> Accrued and unused vacation hours will roll over from year to year but are capped at one and a half times the annual rate of accrual ( <i>18 days or 144 hours</i> ) .

# Employee Handbook

2023-2024



The Employee Handbook may not be changed in any way without express written approval from the Board of Directors.

# TABLE OF CONTENTS

<b>Welcome</b>	<b>7</b>
<b>Right to Revise</b>	<b>8</b>
<b>At-Will Employment Status</b>	<b>8</b>
<b>Section I: Nondiscrimination Policies</b>	<b>9</b>
A. Equal Employment Opportunity	9
B. Disability Accommodation	10
C. Anti-Harassment	11
1. Sexual Harassment	12
2. Reporting	14
3. Investigation/Complaint Procedure	14
a. Informal Procedure	15
b. Formal Procedure	15
4. Retaliation	15
5. Conclusion	16
D. Diversity Policy	16
<b>Section II: Employment Requirements</b>	<b>17</b>
A. Child Abuse and Neglect Reporting	17
Confidentiality	18
Failure to Report	18
B. Employee Access to Confidential Information	18
C. Student Data/FERPA	19
D. Conflict of Interest	19
1. Personal Financial Interest	20
2. Statement of Economic Interest (Form 700)	20
3. Personal Relationship	20
E. Anti-Nepotism Policy	21
F. Employment Eligibility Verification Document	22
G. Fingerprinting	22
H. Criminal Background Checks	22
I. Employment Application/Data	23
J. Employment Verifications	23
K. Certification and Licensing	23

L. Mandatory Tuberculosis Testing	23
<b>Section III: Standards of Conduct</b>	<b>24</b>
A. Freedom from Violence	24
B. Prohibited Conduct	26
C. Physical Contact with Students and Other Staff Members	27
D. Off-duty Conduct	28
E. Drug and Alcohol Free Workplace and Awareness Program	29
F. Tobacco Free Workplace	30
G. Punctuality and Attendance	30
H. Professionalism	31
I. Dress Code	32
J. Gifts to Employees	33
K. Fee and Cash Collection	33
L. Building Security	34
<b>Section IV: Personnel Policies and Procedures</b>	<b>34</b>
A. New Employee Orientation	34
B. Remote Work Policy	34
C. Employee Status	36
Student Counts	36
D. Job Duties	37
E. Nonexempt Employees	37
1. Work Schedules	37
2. Rest Breaks and Meal Periods	37
a. Rest Breaks	37
b. Number of Rest Breaks	38
c. Timing of Rest Breaks	38
d. Meal Period	39
e. Timing of Meal Period	39
f. Second Meal Period	39
g. Timing of Second Meal Period	39
h. Recording Meal Periods	39
i. Missed Rest Breaks and Meal Periods	39
3. Timekeeping	40
4. Pay for Mandatory Meetings/Training	40
5. Overtime	40
F. Exempt Employees	41
G. Salary Overpayments	41
H. Employee Evaluation	41
I. Corrective Action	42
J. Procedure for Disciplinary Action	42



K. Terminations	43
L. Personnel Records	43
M. Destruction of Personal Information Records	44
N. Employment Posters	44
O. Outside Employment	45
0. Whistleblower Policy	46
P. Complaint Procedure	47
Q. Uniform Complaint Procedures	47
R. Arbitration Agreement	48
<b>Section V: Operational Considerations</b>	<b>51</b>
A. Employer Property	51
B. Use of Electronic Media	52
C. Social Media	53
D. Public Relations	55
E. Solicitation & Distribution	56
F. Inclement Weather/Emergency Closings	57
<b>Section VI: Health and Safety</b>	<b>57</b>
A. Telecommuting	56
B. Student Safety	57
C. Employee Safety	58
D. Transporting Students	58
E. Employee Driving Policy	58
F. Contagious Illnesses in the Workplace	61
G. Gun Violence Restraining Order	62
<b>Section VII: Employee Wages and Benefits</b>	<b>62</b>
A. Wages	62
B. Stipends	63
C. Paydays	63
D. Payroll Withholdings	63
E. Wage Attachments and Garnishments	65
F. Employee Benefits	65
1. Employee Cost Sharing	65
2. Benefit Design and Modification	66
3. Benefit Plan Documents	66
4. Cash in Lieu of Health Benefits	66
5. Right to Modify	67
6. Changes in Health Benefits	67

7. COBRA Benefits	67
8. Look-back Measurement Method - Seasonal and Variable Hour Employees	67
G. Retirement Plan Offerings	68
403(b)/457(b) Deferred Compensation Plan	68
Employer Contributions	68
H. Expense Reimbursement Process	68
1. Supplies	68
2. Travel	69
3. Mileage	69
4. Hotel Rooms	69
5. Meals	70
6. Postage	70
7. Procedure for Expensing	70
<b>Section VIII: Leaves, Vacation, and Holidays</b>	<b>70</b>
A. Healthy Workplaces/Healthy Family Act of 2014	70
B. Paid Sick Leave	71
1. Paid Sick Leave - Full Time Employees	72
2. Paid Sick Leave - Part Time, Per Diem, Seasonal, and Temporary Employees	72
C. California State Benefits	73
D. Pregnancy Disability Leave (PDL)	74
E. Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA)	77
Leave Procedures	80
Certification	81
Health and Benefit Plans	82
Substitution of Paid Leave	82
Time Accrual	82
5. Reinstatement Upon Return From FMLA/CFRA	83
F. Bereavement Leave	83
G. Military Leave	84
H. Organ and Bone Marrow Donation Leave	85
I. Jury Duty and Witness Leave	85
J. Volunteer Firefighters, Reserve Police Officer or Emergency Rescue Personnel	86
K. Victims of Domestic Violence Leave	86
L. Suspension of an Employee's Enrolled Child	87
M. Recreational Activities and Programs	87
N. Workers' Compensation	87
O. Other Types of Leaves	88
P. Professional Development	89
Q. Holidays	89

R. Vacation (Classified Employees)	90
S. Work Year Calendars	91
T. Make-up Time	91
U. Suggestions	92
<b>Confirmation of Receipt of Handbook</b>	<b>93</b>

## Welcome

We are glad to have you on our team! You have joined an organization that focuses on the execution of high-quality personalized learning models that allow a flexible environment using innovative delivery methods and technology to foster empowered, life-long learners. As an organization we seek to hire and retain high caliber individuals to meet our vision of extraordinary education.

We truly value our employees and have developed this Employee Handbook (handbook) to assist you with understanding our policies, procedures, and performance expectations. Keep in mind that it is the employee who is responsible for reading and understanding the handbook as well as any posted revisions; however, if anything is unclear to you, please discuss the matter with your supervisor or a member of HR.

As a team member we want you to have a long and successful career with us - where you can make an impact on student education. We sincerely hope that you will find your employment here to be one of enrichment, collaboration, and an overall professionally rewarding experience.

Best wishes for a wonderful school year!

The Leadership Team

## Right to Revise

This handbook is the employee's guide to understanding the provisions of their employment with Motivated Youth Academy ("School"). Please be advised that written employment agreements between the School and individuals may replace some policies/procedures in this handbook. This handbook supersedes all prior published handbooks and any policy, memoranda, or benefits statements that are contrary to the policies that are outlined here.

The School reserves the right to revise, modify, delete, or add to any and all policies, procedures, work rules, or benefits stated in this handbook or in any other document, except for the policy of at-will employment. Any such changes must be in writing and must be signed by the CEO or designee.

Any written changes to this handbook will be distributed to all employees, so that employees will be aware of the new policies or procedures. No oral statements or representations can in any way alter the provisions of this handbook.

This handbook sets forth the policies and procedures applicable to employees of the School. Employees are expected to abide by all policies in this handbook. Nothing in this handbook or in any other personnel documents creates or is intended to create a promise or representation of continued employment for any employee. Nothing in this at-will statement is intended to interfere with an employee's rights to communicate or work with others toward altering the terms and conditions of their employment.

## At-Will Employment Status

School personnel are employed on an at-will basis. Employment at-will means that the employment relationship may be terminated, with or without cause and with or without advance notice at any time by the employee or the School. Nothing in this handbook shall limit the right to terminate at-will employment. No manager, supervisor, or employee of the School has any authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment on other than at-will terms. Only the School has the authority to make any such agreement, which is binding only if it is in writing and approved by the Board of Directors.

Though many items surrounding employment may be changed or updated (such as the eligibility of benefits, promotion, or leaves) the status as an at-will employee does not change - the employment relationship may be terminated with or without cause and with or without advance notice, at any time by the employee or the School.

## **Section I: Nondiscrimination Policies**

### **A. Equal Employment Opportunity**

The School is an equal opportunity employer and makes employment decisions on the basis of merit. Selections for employment focus on the candidates whose training and experience most closely align with the position requirements, and fit with the School's mission, vision, and values. School policy prohibits unlawful discrimination based on actual or perceived race (including traits historically associated with race, including, but not limited to, hair texture and protective hairstyles such as braids, locks and twists), color, creed, actual or perceived gender (including gender identity and gender expression), religion (all aspects of religious beliefs, observance or practice, including religious dress or grooming practices), marital status, registered domestic partner status, status as a victim of domestic violence, assault or stalking, age (40 and over), ethnicity, national origin or ancestry (including language use restrictions), citizenship, physical, intellectual or mental disability (including HIV and AIDS), medical condition (including cancer or a record or history of cancer, and genetic characteristics), family or medical leave status, sex (including pregnancy, childbirth, breastfeeding or a related medical condition), genetic information, sexual orientation, political affiliation, military and veteran status or any other consideration made unlawful by federal, state, or local laws. It also prohibits unlawful discrimination based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics.

Discrimination can also include failing to reasonably accommodate religious practices or qualified individuals with disabilities where the accommodation does not pose an undue hardship. The School's management is responsible for adherence to this policy; however, in the final analysis, attainment of this goal of equal employment opportunity and enrichment through diversity depends on the commitment and good faith effort of everyone.

The School will comply with all applicable equal employment and discrimination laws, including Title IX, the California Fair Employment and Housing Act, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and all other applicable laws. Additionally, Title IX prohibits discrimination on the basis of sex in education programs or activities by recipients of federal financial assistance. The School does not discriminate in the educational program or any activities which it operates, including employment in such programs and activities.

The School will continually strive to recruit and retain highly qualified employees and remain a competitive public school employer, including examining employee evaluation



and compensation, and discipline/dismissal practices annually.

In accordance with the School's Equal Employment and Nondiscrimination Policies, the School designates the following position(s) as the Title IX Coordinator and Coordinator for Nondiscrimination in Employment:

Marie Rolston  
Director of Human Resources  
Motivated Youth Academy  
500 LaTerraza BLVD #150  
Escondido, CA 92025  
HR@myacademy.org

Any employee or job applicant who believes they have been or are being discriminated against or harassed in violation of School policy should, as appropriate, immediately contact their supervisor, the Title IX coordinator, or the CEO, or any person they feel comfortable going to who shall advise the employee or applicant about the School's procedures for filing, investigating, and resolving any such complaint.

Complaints regarding employment discrimination or harassment shall immediately be investigated in accordance with School policy and regulation. Individuals may use the School's Uniform Complaint Procedures to address complaints of discrimination and harassment, including sex discrimination under Title IX. Annual notice of such policies will be provided to all employees, and a copy of such policies and procedures are available by contacting the Title IX coordinator or Human Resources (HR).

Discrimination is considered a form of employee misconduct. Disciplinary action, up to and including dismissal, will be taken against any employee engaging in this type of behavior. Any supervisor or manager who has knowledge of such behavior, yet takes no action to end it, is also subject to disciplinary action up to and including dismissal.

## **B. Disability Accommodation**

To comply with the Americans with Disabilities Act and all applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the School will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result.

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job as outlined in the applicable job description should contact

the HR department and discuss the need for an accommodation. The School will engage in an interactive process with the employee to identify possible accommodations, if any, which will help the applicant or employee perform the job. The School will implement reasonable accommodations that do not impose undue hardship.

## **C. Anti-Harassment**

The School is committed to providing a work environment free of harassment, discrimination, retaliation and abusive conduct as that term may be defined by statute or regulation then in effect at the time of the conduct. School policy prohibits conduct that is disrespectful, unprofessional as well as harassment based on actual or perceived race (including traits historically associated with race, including, but not limited to, hair texture and protective hairstyles such as braids, locks and twists), color, creed, actual or perceived gender (including gender identity and gender expression), religion (all aspects of religious beliefs, observance or practice, including religious dress or grooming practices), marital status, registered domestic partner status, status as a victim of domestic violence, assault or stalking, age (40 and over), ethnicity, national origin or ancestry (including language use restrictions), citizenship, physical, intellectual or mental disability (including HIV and AIDS), medical condition (including cancer or a record or history of cancer, and genetic characteristics), family or medical leave status, sex (including pregnancy, childbirth, breastfeeding, decision making around reproductive health, or a related medical condition), genetic information, sexual orientation, political affiliation, military and veteran status or any other consideration made unlawful by federal, state, or local laws. It also prohibits unlawful discrimination based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics.

All such conduct violates school policy. The School's anti-harassment policy applies to all persons involved in the operation of the School and prohibits harassment, disrespectful or unprofessional conduct by any employee of the School, including supervisors and managers, as well as vendors, community providers, customers, independent contractors, and any other persons. It also prohibits harassment, disrespectful or unprofessional conduct based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics.

Prohibited harassment, disrespectful or unprofessional conduct includes, but is not limited to, the following behavior:

1. Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments;
2. Visual displays such as derogatory and/or sexually-oriented posters, photography, cartoons, drawings or gestures;

3. Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work because of sex, race or any other protected basis;
4. Threats and demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss and offers of employment benefits in return for sexual favors;
5. Retaliation for reporting or threatening to report harassment; and
6. Communication via electronic media of any type that includes any conduct that is prohibited by state and/or federal law, or by the School policy.

Sexual harassment does not need to be motivated by sexual desire to be unlawful or to violate this policy. For example, hostile acts toward an employee because of their gender can amount to sexual harassment, regardless of whether the treatment is motivated by any sexual desire.

Harassment is considered a form of employee misconduct. Disciplinary action, up to and including dismissal, will be taken against any employee engaging in this type of behavior, yet takes no action to end it, is also subject to disciplinary action.

It is the policy of the School that no one will be retaliated against for making a good faith complaint of harassment or for cooperating in the investigation of a complaint.

An employee who believes they have been harassed, discriminated or retaliated against may initiate the reporting process by contacting their supervisor, or, if appropriate, the next level of management (see Reporting procedure, which follows), any team member they feel most comfortable reporting to, or the HR department. All discrimination, harassment and retaliation complaints will be promptly investigated and will be treated confidentially to the extent possible, and appropriate action taken where warranted. Complaints made in good faith are protected from retaliation of any kind.

## **1. Sexual Harassment**

The School is committed to providing a work environment that is free from sexual harassment and retaliation. Under no circumstances will sexual harassment be tolerated.

"Sexual harassment" means any unwelcome sexual advance, unwelcome requests for sexual favors, or other unwelcome verbal, visual, or physical conduct of a sexual nature made by someone from or in the educational or work setting, whether it occurs between individuals of the same sex or individuals of opposite sexes, under any of the following conditions:

1. Submission to the conduct is explicitly or implicitly made a term or a condition of an individual's academic status, employment, or progress.
2. Submission to, or rejection of, the conduct by an individual is used as the basis for academic or employment decisions affecting the individual.
3. The conduct has the purpose or effect of having a negative impact upon the individual's academic performance, work, or progress or has the purpose or effect of creating an intimidating, hostile, or offensive educational or working environment. The conduct is sufficiently severe, persistent, pervasive or objectively offensive, so as to create a hostile or abusive educational or working environment or to limit the individual's ability to participate in or benefit from an education program or activity.
4. Submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through the local agency.

"Verbal sexual harassment" includes, but is not limited to, unwelcome epithets, comments, or slurs of a sexual nature.

"Physical sexual harassment" includes, but is not limited to, assault, impeding or blocking movement, or any physical interference with work or school activities or movement when directed at an individual on the basis of sex.

"Visual sexual harassment" includes, but is not limited to, derogatory posters, cartoons, drawings, obscene gestures, or computer-generated images of a sexual nature.

"Educational environment" includes, but is not limited to, the following:

1. The main administration offices of the local agency.
2. Properties controlled or owned by the local agency.
3. Off-campus, if such activity is sponsored by the local agency, or is conducted by organizations sponsored by or under the jurisdiction of the local agency.

Sexual harassment has no place in the work environment and is prohibited by the School. Specifically, it must in no way be exercised for purposes of an intimidating effect on employment decisions such as promotion, dismissal, hiring, training, wage and salary increases, transfer, or any other matter that affects the ability of an employee to perform job duties.

Any employee who engages or participates in sexual harassment, or who aids, abets, incites, compels or coerces another to commit sexual harassment or retaliates against another individual is in violation of this policy and subject to disciplinary action up to and including dismissal.

Managers and supervisors are to ensure that no such intimidation or harmful atmosphere of unwelcome sexual overtones exist in their workplaces. Every effort should be made to sensitize themselves and their employees to the differences between purely social overtones and those intended to affect working conditions. Also, employees are responsible for respecting the rights of their co-workers. Any employee who feels they have been harassed or retaliated against, or has knowledge of any incident of harassment

or retaliation on any protected basis shall immediately report such incidents to their immediate supervisor, HR, the CEO or the Title IX Coordinator and Coordinator for Nondiscrimination in Employment. If the supervisor is the harasser or has not responded to the complaint, or if not an employee, then the complainant should complain to any administrator without fear of reprisal. Employees may also report instances of sexual harassment through the School's Uniform Complaint Procedure without fear of reprisal.

## **2. Reporting**

The School has an affirmative duty to take reasonable steps to prevent and correct discrimination and harassment. Supervisors, co-workers, and third parties are prohibited from engaging in unlawful behavior under the Fair Employment and Housing Act or any other applicable law. Please see the list of protected categories as stated in the Equal Employment Opportunity and Anti-Harassment sections of the handbook.

The School encourages reporting of all perceived incidents of discrimination, harassment or retaliation, regardless of the offender's identity or position. Individuals who believe that they have been the victim of such conduct should discuss their concerns with their immediate Director, supervisor, manager, HR, or person they feel most comfortable and may file a complaint. The Uniform Complaint Procedures may be used for this purpose. Employees are entitled to report harassment to someone other than their direct supervisor. Supervisors are required to report all complaints to HR. In addition, the School encourages individuals who believe they are being subjected to such conduct to promptly advise the offender that their behavior is unwelcome and request that it be discontinued. The School recognizes, however, that an individual may prefer to pursue the matter through informal or formal complaint procedures. Every effort will be made to keep such reports as confidential to the extent possible, although it is understood that an investigation will normally require the involvement of third parties. The School is serious about enforcing its policy against harassment, discrimination and retaliation. However, the School cannot resolve a harassment, discrimination or retaliation problem that it does not know about. Therefore, employees are responsible for bringing any such problems to the School's attention so it can take the necessary steps to correct the problem.

## **3. Investigation/Complaint Procedure**

All complaints of harassment, including sexual harassment, discrimination or retaliation may be addressed through the School's Uniform Complaint Procedures. A complaint will

be followed by prompt and thorough investigation conducted by an impartial and qualified individual. If the investigation substantiates the accusations, the appropriate corrective action will be taken. This may include, but not be limited to, reprimand, suspension or dismissal, depending on the nature and severity of the offense.

Complaints will be documented and School will designate a qualified individual to track the complaint process.

#### *a. Informal Procedure*

If for any reason an individual does not wish to address the offender directly, or if such action does not successfully end the offensive conduct, the individual should notify their immediate supervisor and/or the HR department who may, if the individual so requests, talk to the alleged offender on the individual's behalf. In addition, there may be instances in which an individual seeks only to discuss matters with one of the HR designated representatives, and such discussion is encouraged. An individual reporting harassment, discrimination or retaliation should be aware, though, that the School may decide it is necessary to take action to address such conduct beyond an informal discussion. This decision will be discussed with the individual. The best course of action in any case will depend on many factors and, therefore, the informal procedure will remain flexible. Moreover, the informal procedure is not a required first step for the reporting individual.

#### *b. Formal Procedure*

As noted above, individuals who believe they have been the victims of conduct prohibited by this policy statement or believe they have witnessed such conduct should discuss their concerns with their supervisor or the HR department. The School encourages the prompt reporting of complaints or concerns so that rapid and constructive action can be taken before relationships become irreparably strained. Therefore, while no fixed reporting period has been established, early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment. Any reported allegations of harassment, discrimination or retaliation will be investigated promptly and thoroughly. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge. Confidentiality will be maintained throughout the investigation process to the extent consistent with adequate investigation and appropriate corrective action. Misconduct constituting harassment, discrimination or retaliation will be dealt with appropriately. Responsive action may include, training, referral to counseling and/or disciplinary action such as warning, reprimand, withholding of a promotion or pay increase, reassignment, temporary suspension without pay or termination, as the School believes appropriate under the circumstances.

### **4. Retaliation**

Employees will not be retaliated against for complaining or participating in an



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

## **5. Conclusion**

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

None of the procedures listed are intended to preclude an employee from pursuing claims of discrimination and/or harassment in any other forum available to the employee, including making reports of discrimination, harassment, and/or retaliation to the Department of Fair Employment and Housing and the U.S. Equal Employment Opportunity Commission.

## **D. Diversity Policy**

The School is committed to fostering, cultivating and preserving a culture of diversity and inclusion.

Our staff is the most valuable asset we have. The collective sum of the individual differences, life experiences, knowledge, inventiveness, innovation, self-expression, unique capabilities and talent that our employees invest in their work represents a significant part of not only the School's culture, but its reputation and achievement as well.

We embrace and encourage our employees' differences in age, color, disability, ethnicity, family or marital status, gender identity or expression, language, national origin, physical and mental ability, political affiliation, race, religion, sexual orientation, socio-economic status, veteran status, and other characteristics that make our employees unique.

The School's diversity initiatives are applicable-but not limited-to our practices and

policies on recruitment and selection; compensation and benefits; professional development and training; promotions; terminations; and the ongoing development of a work environment built on the premise of gender and diversity equity that encourages and enforces:

- Respectful communication and cooperation between all employees.
- Teamwork and employee participation, permitting the representation of all groups and employee perspectives.
- Work/life balance through flexible work schedules to accommodate employees' varying needs.
- Employer and employee contributions to the communities we serve to promote a greater understanding and respect for diversity.

All employees of the School have a responsibility to treat others with dignity and respect at all times. All employees are expected to exhibit conduct that reflects inclusion during work, at work functions on or off the work site, and at all other school-sponsored and participative events.

Any employee found to have exhibited any inappropriate conduct or behavior against others may be subject to disciplinary action up to termination.

Employees who believe they have been subjected to any kind of discrimination that conflicts with the School's diversity policy and initiatives should seek assistance from an HR representative.

Initial\_\_\_\_\_

## **Section II: Employment Requirements**

### **A. Child Abuse and Neglect Reporting**

Any employee who knows or reasonably suspects a child has been the victim of child abuse shall report the instance to a child protective agency. School employees are mandated reporters and are required to report instances of child abuse when the employee has a "reasonable suspicion" that child abuse has occurred. Reasonable suspicion arises when the facts surrounding the incident or suspicion could cause another person in the same situation to suspect child abuse.

Child abuse should be reported immediately by phone to a child protective agency. Call the local Department of Family and Children's Services (DFCS) to report child abuse and neglect. If there is a life-threatening emergency to a child however, call 9-1-1. The phone call to the DFCS is to be followed by a written report within 36 hours of receiving the

information concerning the incident. There is no duty for the reporter to contact the child's parents. In fact, if a child is released to a peace officer or a child protective agency agent, the reporter shall not notify the parent as required in other instances of removal.

Child abuse is broadly defined as "a physical injury that is inflicted by other than accidental means on a child by another person." Child abuse can take the following several forms:

1. Sexual abuse: Sexual abuse means, in general, sexual assault or sexual exploitation. Sexual abuse does not include children who voluntarily engage in sexual activity with children of a similar age. Pregnancy of a minor does not, in and of itself, constitute suspicion of child abuse.
2. Neglect: Neglect occurs when a child's custodian has failed to provide adequate "food, clothing, shelter, medical care, or supervision" that may or may not have resulted in any physical injury.
3. Unlawful corporal punishment: Unlawful corporal punishment occurs when any person willfully harms or injures a child to such a degree that results in a traumatic condition.
4. Willful cruelty or unjustifiable punishment: Child abuse also includes the situation where any "person willfully causes or permits any child to suffer unjustifiable pain or mental suffering" or when any person endangers a child's health.

### **Confidentiality**

A mandated reporter is required to give their name. The identity of all persons who report shall be confidential. Violation of statutory confidentiality is a misdemeanor. DFCS may reveal the names of reporting parties only to other investigative agencies as specified by law. No person required to report abuse will bear criminal liability for reporting. No supervisor or administrator may impede or prohibit reporting.

All employees, prior to commencing employment, are required to acknowledge the provisions of Penal Code Section 11166 regarding mandated reporting and will comply with those provisions as outlined in the employment agreement. All employees will also be subject to annual training as required by law.

### **Failure to Report**

Failure to report suspected abuse is a misdemeanor punishable by imprisonment/fine. Any person who fails to report an instance of child abuse or neglect as required by the Child Abuse and Neglect Reporting Act is guilty of a misdemeanor with a punishment not to exceed six months in jail or \$1,000 or both.

## **B. Employee Access to Confidential Information**

Each employee is responsible for safeguarding confidential information obtained during employment. In the course of the employee's work, the employee may have access to confidential information regarding students, parents, suppliers, other customers, or perhaps even fellow employees without consent from that individual. The employee has the responsibility of preventing the revealing or divulging of any such information unless it is necessary for the employee to do so in the performance of their duties and in accordance with law. Access to confidential information should be on a "need-to-know" basis and must be authorized by the CEO or designee. Any breach of this policy will not be tolerated and will lead to disciplinary action and possible legal action.

Please note the release of unauthorized confidential information may result in immediate dismissal and the filing of criminal charges. Confidentiality of student information is a requirement of the law and great care must be taken to ensure it is protected. No student information will be released without the specific authorization of the CEO or designee. Employee information may be released as part of a Public Records Act request, for the purpose of employment verification with prior written approval by the employee, or as required by law.

## **C. Student Data/FERPA**

All information contained in a student's records, including information contained in an electronic database, is confidential and maintained in accordance with the Family Educational Rights and Privacy Act (FERPA). These records are the property of the School, whose responsibility it is to secure the information against loss, defacement, tampering or use by unauthorized persons. Staff is prohibited from discussing students' academic or personal information outside the scope of performing the duties of one's position. No student's files are to be taken off premises unless granted permission by the CEO or designee. Only teachers, administrative, and office personnel are permitted to review student's files. When a file is requested from the School office, it must be signed out and returned the same day. No student files, records, forms, communication or reports may be copied without express authorization from the Director. Under no circumstances may student information be used for an employee's personal use.

Employees may not remove any materials from any student's file. Files may not leave the office without specific written authorization from the CEO or designee. Employees who access student files are responsible to secure their contents and maintain confidentiality.

## **D. Conflict of Interest**

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflict of interest. Such a conflict occurs when an employee is in a position to influence a decision that may result in a personal gain for the employee or for a relative as

a result of the School's business dealings.

### **1. Personal Financial Interest**

All such persons shall be neither personally nor financially interested in any contract made by them or by the school that employs them. For purposes of this policy,

(1) "Personally interested" shall mean any situation where private and/or personal interests conflict with official duties and shall include non-economic interests such as familial relationships.

(2) "Financially interested" shall mean any contract with an individual, entity, or company in which any such person related by blood, marriage or civil partner, any other person with a close personal relationship to any such person who has an ownership interest, an investment interest, or a familial interest, and encompasses any situation where any such person's official judgment may be influenced by personal consideration or expectation of financial gain or any compensation or consideration of any kind other than that officially provided to any such person by the School.

### **2. Statement of Economic Interest (Form 700)**

Board members and staff who make or influence governmental decisions or financial decisions of the organization are designated in the Conflict of Interest Code adopted by the Board. These individuals must complete and file a Statement of Economic Interest, Form 700. The Form 700 ensures transparency and accountability in alignment with the Political Reform Act.

It is the policy of this School that elected or appointed school governance body members, school administrative officers, and school employees shall not place themselves in any position where their private or personal interests may conflict with their official duties, or where they may directly or indirectly receive personal financial gain through direct or indirect personal influence.

### **3. Personal Relationship**

Personal or romantic involvement with a competitor, supplier or employee of the School may create an actual or potential conflict of interest. Management-subordinate romantic or personal relationships can lead to issues such as claims of discrimination or favoritism, issues with performance evaluation, possible claims of sexual harassment, and morale issues. It is the responsibility of the employees involved in romantic or personal relationships with subordinates, or other personal or romantic relationships that give rise to a conflict of interest, to disclose and discuss all relevant circumstances with the supervisor or HR and possibly request a change in assignment to avoid potential problems as appropriate. Failure to disclose such circumstances may cause the School to impose disciplinary action. Moreover, any romantic or personal relationships between employees must not harm the work environment in any way. Regardless of an employee's relationship

with another employee outside of work, employees are expected to remain professional at all times during work hours. The School will not discriminate on the basis of marital or relationship status, except that the School may reasonably regulate the working of spouses or relatives in the same department, division, or facility for reasons of supervision, safety, security, or morale in accordance with applicable law.

No "presumption of guilt" is created by the mere existence of a professional or personal relationship with outside firms; however, if such employees have any influence on transactions involving purchases, contracts, or leases, it is imperative that such be disclosed so that safeguards can be established to protect all parties.

## **E. Anti-Nepotism Policy**

The School recognizes there may be situations in which spouses or other relatives may be employed by the School at the same time. The School permits the employment of qualified family members, domestic partners, significant others and/or similar personal relationships of employees as long as such employment does not create a conflict of interest. Relationships by family, marriage, domestic partnership and/or similar personal relationship shall constitute neither an advantage nor a disadvantage to selection, promotion, salary, or other conditions of employment. The School may consider a member of an employee's immediate family for employment if the applicant possesses the qualifications for employment for the position.

The School does not prohibit the employment of relatives in the same department. However, the School does prohibit any preferential treatment toward spouses or relatives or an improper influence impacting a spouse's or relative's terms or conditions of employment. The School recognizes that at times, employees and their family members, domestic partners, significant others and/or personal relationships may be assigned to positions that create a coworker or supervisor-subordinate relationship. The School will, in its discretion, exercise sound judgment with respect to the placement of employees in these situations in order to avoid the creation or appearance of a conflict of interest, avoid favoritism or the appearance of favoritism, and decrease the likelihood of harassment in the workplace.

Employees should neither initiate nor participate, directly or indirectly, in employment actions (initial employment or appointment, retention, evaluation, promotions, salary, work assignments, leave of absence, etc.) involving family members, domestic partners, significant others and/or similar personal relationships.

The School will make reasonable efforts to assign job duties to minimize the potential for creating conflicts of interest. Notwithstanding the above, the School retains the right where such placement has the potential for creating conflicts of interest, to refuse to place immediate family members in the same department. The School retains the right to



reassign or transfer any person to eliminate the potential for creating conflicts of interest.

Any potential preferential treatment or improper influence should be reported immediately to HR.

## F. Employment Eligibility Verification Document

The School will only employ individuals who are authorized to work in the United States in compliance with the Immigration Reform and Control Act of 1986.

All newly hired employees must complete, as a condition of employment, the Employment Eligibility Verification Form 1-9 and provide documentation establishing identity and proof of work eligibility and identification at time of hire, but no later than three (3) days of hire. If the employee is unable to produce the required documentation or a receipt/letter requesting appropriate documentation within three days, the employee will be dismissed from employment. If, after 90 days of hire, the employee has not submitted the original documents to replace the receipt/letter or, in the meantime, some other acceptable document(s), the employee will be dismissed from employment.

Former employees who are rehired must also complete the form if they have not completed an 1-9 for the School within the past three years or if their previous 1-9 is no longer retained or valid.

## G. Fingerprinting

Each employee will be fingerprinted in conformance with legal requirements and as a condition of employment. Fingerprints are submitted to the appropriate State and Federal agencies for screening to assure that no employee has been convicted of a crime that would preclude employment by the School.

## H. Criminal Background Checks

As a condition of employment, all employees are required to submit to a criminal history review through the Department of Justice. The review shall include fingerprint submission to the DOJ. The School follows the guidelines of the California Fair Chance Act, and will conduct an individualized assessment on all background check results. The School will make hiring determinations based on California law. Certain types of criminal background findings may prevent the employer from hiring the candidate or continuing employment with a current employee. The School will factor in the nature and gravity of the crime, when the crime occurred, rehabilitation and the nature of the position all in accordance with applicable law. All results will be discussed with the applicant and/or employee before making a hiring or dismissal decision. No person employed or otherwise associated with the School, including members of the Board of Directors, who have been convicted

of or have pleaded nolo contendere to a crime related to misappropriation of funds or theft shall be engaged in direct processing of charter school funds.

## **I. Employment Application/Data**

The School relies upon the accuracy of the information presented during the application process, as well as the accuracy of other data presented throughout the hiring process and employment relationship. As such, any omission or misstatement of material fact in any of this information may result in the School excluding the individual from further consideration for employment or, if already hired, termination of employment.

## **J. Employment Verifications**

The School will only respond to employment verification inquiries that are received in writing. All such inquiries, whether for current or former employees, must be directed to HR. Generally, responses will be limited to information concerning wages, employment dates, positions held, and eligibility for rehire. Release of any additional information will require that the employee execute a release. Letters of recommendation must be approved by HR to ensure the accuracy and appropriateness of the information being released.

## **K. Certification and Licensing**

Teachers are required to hold a current California Commission on Teacher Credentialing certificate, permit, or other commission approved document for the assignment held ("Certificated Employee"). In addition, teachers serving students identified as English Language Learners must possess the proper EL authorization. If a teacher has not received this authorization, the School will allow them one year from date of hire to obtain it and will not assign English Language Learners during that time.

It is the responsibility of each certificated employee to ensure that credentials and permits are renewed in a timely manner and remain current. The School highly encourages all certificated staff to keep their contact information current with the Commission on Teacher Credentialing in order to receive pertinent notifications. Upon renewal of credentials or certificates, proof is to be submitted to the HR department to be copied and filed in the employee's personnel file.

## **L. Mandatory Tuberculosis Testing**

In order to ensure the health and safety of all students and staff of the School, all newly hired employees must submit proof of a negative TB Risk Assessment or TB test by a licensed healthcare provider that has been administered within sixty (60) days prior to hire. A TB test may include an intradermal skin test or an X-ray of the lungs. An individual

hired from another California School may request their prior school provide proof of the individual's TB Risk Assessment or TB test. TB Risk Assessments and TB tests are considered expired after four (4) years from the date they are administered and a proof of a new assessment or test must be submitted to HR in order to continue in employment. Pregnant employees are exempt from providing proof of a TB test for at least sixty (60) days from the end of their pregnancy.

The School will reimburse the cost of the tuberculosis risk assessment and/or the test for all current employees with proof of receipt.

[See also Board Policy 4013]

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## Section III: Standards of Conduct

The School expects all employees to comply with School rules, policies, and regulations as set forth in this handbook. Any employee who fails to do so will be subject to disciplinary action at the School's sole discretion, which management deems appropriate under the circumstances. Such disciplinary action may include, but is not limited to, oral and written warnings, mandatory training, or termination of employment. Any employee's receipt of, participation in or completion of School-required disciplinary action shall not, under any circumstances, limit or alter the School's at-will employment policy, which allows either the School or the employee to terminate the employment relationship at any time, with or without notice, and with or without cause.

### A. Freedom from Violence

The School expressly prohibits any acts or threats of violence by any School employee or former employee against any other individual. The School will also not condone any acts or threats of violence against school employees, students or affiliates while engaged in business with or on behalf of the School.

To ensure that the School's objective in this regard is attained, it is the commitment of the School:

1. To provide a safe and healthful work environment, in accordance with the School's safety and health policy.
2. To take prompt remedial action up to and including immediate termination, against any employee who engages in any threatening behavior or acts of violence or who uses any obscene, abusive, or threatening language or gestures.

3. To take appropriate action when dealing with customers, former employees, or visitors to school functions who engage in such behavior. Such action may include notifying the police or other law enforcement personnel and prosecuting violators of this policy to the maximum extent of the law.
4. To prohibit employees, former employees, students, and visitors from bringing unauthorized firearms or other weapons to school, work and non-work related gatherings, meetings and functions.
5. To establish viable security measures to ensure that school meetings and gatherings are safe and secure to the extent possible and to properly handle access to school facilities by the public, off-duty employees, and former employees.

The School will not tolerate any type of workplace violence committed by or against its employees. Employees who violate this policy will be subject to disciplinary action, up to and including discharge. Prohibited conduct includes, but is not limited to:

1. Causing physical injury to another person.
2. Making threatening remarks.
3. Aggressive or hostile behavior that creates a reasonable fear of injury to another person or subjects another person to emotional distress.
4. Possession or threat of using a weapon on the premises and/or at work related events, meetings and gatherings.

Employees who display a tendency to engage in violent, abusive, or threatening behavior, as determined by the School, in its sole discretion, may be referred for counseling or other appropriate treatment.

In furtherance of this policy, employees have a "duty to warn" their supervisors or a HR representative of any suspicious workplace activity or situations or incidents that they observe or that they are aware of that involve other employees, former employees, customers, or visitors and that appear problematic. The welfare of all employees depends upon the alertness and sensitivity of every individual to potential security risks. Employee reports made pursuant to this policy will be held in confidence to the extent possible. The School will not condone any form of retaliation against any employee for making a report under this policy.

The School has developed guidelines to help maintain a secure workplace.

1. Every employee is directed to report any suspicious persons or activities to the Director or designee:
  - a. Such as persons loitering for no apparent reason in parking areas, walkways, entrances and exits, and service areas.
  - b. Persons who make threats or acts of violence, aggressive behavior, offensive acts, discussion of bringing weapons into the workplace,

threatening or offensive comments or remarks, and the like.

2. Employees should immediately notify the Director or designee when other employees or outsiders express anger and make threats against the School or behave in a manner suggesting the possibility of violent activity.
3. Finally, those working in the School's office must also ensure that doors are locked and alarms are activated when applicable.

## **B. Prohibited Conduct**

Employees are expected to conduct themselves in a manner to further the School's objectives.

The following conduct is prohibited and will not be tolerated by the School. This list of prohibited conduct is illustrative only; other types of conduct that threaten security, personal safety, employee welfare and School operations may also be prohibited and will result in disciplinary action up to and including termination.

1. Falsifying employment records, employment information, or other School records;
2. Inefficient or careless performance of job responsibilities or inability to perform job duties satisfactorily;
3. Falsifying any time card - Recording the work time of another employee or allowing any other employee to record another employee's work time, either one's own or another employee's;
4. Theft and deliberate or careless damage or destruction of any School property, or the property of any employee or customer;
5. Removing or borrowing School property without prior authorization;
6. Unauthorized use or misuse of School equipment, time, materials, or facilities;
7. Provoking a fight or fighting during working hours or on School property;
8. Participating in horseplay or practical jokes on School time or on School premises;
9. Carrying firearms or any other dangerous weapons on School premises at any time;
10. Engaging in criminal conduct whether or not related to job performance;
11. Causing, creating, or participating in a disruption of any kind during working hours on School property;
12. Insubordination, including but not limited to failure or refusal to obey the orders or instructions of a supervisor or member of management, or the use of abusive or threatening language toward a colleague;
13. Using abusive, threatening or intimidating language at any time on School premises;
14. Initiating or participating in gossip or slander of other employees, parents, or students;
15. Failing to notify a supervisor when unable to report to work;
16. Unreported absence of three (3) days;

17. Failing to obtain permission to leave work for any reason during normal working hours;
18. Failing to observe working schedules, including rest breaks and meal periods;
19. Failing to provide a physician's certificate when requested or required to do so;
20. Sleeping or malingering on the job;
21. Making or accepting personal phone calls, text or email messages during working hours to the extent that it interferes with the performance expectations of the assignment, except in cases of emergency or extreme circumstances;
22. Working overtime without authorization or refusing to work assigned overtime;
23. Violation of dress standards;
24. Violating any safety, health, security or School policy, rule, procedure or violation of the School's drug and alcohol policy;
25. Committing a fraudulent act or a breach of trust under any circumstances;
26. Committing or involvement in any act of unlawful harassment of another individual;
27. Failing to promptly report work-related injury or illness;
28. Any other action or behavior, which could harm the School's, parents', or students' interest.

This statement of prohibited conduct does not alter the School's policy of at-will employment. Either the employee or the School remains free to terminate the employment relationship at any time, with or without reason or advance notice.

## **C. Physical Contact with Students and Other Staff Members**

It is the policy of the School that no staff member will use corporal punishment against a student. This prohibition includes: spanking, slapping, pinching, hitting or the use of any other physical force as retaliation or correction for inappropriate behavior. While the use of appropriate touching is part of daily life and is important for student development, a teacher and staff member must ensure that they do not exceed appropriate behavior. If a child or other staff member specifically requests that the individual not be touched, then that request must be honored without question.

The following forms of touching are never appropriate:

1. Sexually motivated physical conduct or touching
2. Angry or violently motivated touching
3. Inappropriate or lengthy embraces
4. Kissing of any kind
5. Corporal punishment
6. Sitting student on one's lap
7. Touching buttocks, chests or genital areas



8. Pushing a person or another person's body part
9. Showing affection in isolated areas
10. Wrestling with students or other staff members
11. Bench-pressing another person
12. Tickling
13. Piggyback rides
14. Massages
15. Any form of unwanted affection
16. Any form of sexual contact
17. Poking fingers at another person that results in an offensive contact
18. Having a student in an employee's vehicle or transporting a student
19. Intentionally being alone with a student
20. Any touching that would lead a responsible person to suspect inappropriate behavior.

For additional examples of unacceptable and acceptable Staff/Student Behaviors, see the School's Professional Boundaries Policy.

Restraining a child who is trying to engage in violent or inappropriate behavior may be permitted. Only such force as necessary to defend one's self or another or to protect property is legally allowed. Excessive force is prohibited. Violation of this policy could subject the teacher or staff member to discipline to include termination for cause. Additionally, the victim may choose to bring civil or criminal charges against the violator.

When interacting with younger children or children with a disability, an appropriate physical touch may sometimes be necessary. A touch for the purpose of redirecting or refocusing, assisting with physical care (i.e. cleaning up a small child after a bathroom accident) may be appropriate in limited circumstances although clearly inappropriate in more general circumstances.

It is impossible to define each and every instance when touching is inappropriate. Employees must use professional judgment and discretion related to physical touch.

This policy does not prevent appropriate forms of touching a student, including for the purpose of guiding them along a physical path, helping them up after a fall, engaging in a rescue or the application of Cardiopulmonary Resuscitation (CPR) or other emergency first-aid. Nor does it prohibit the use of reasonable force and touching in self-defense or in the defense of another.

## **D. Off-duty Conduct**

While the School does not seek to interfere with the off-duty and personal conduct of its

employees, certain types of off-duty conduct may interfere with the School's legitimate business interests. For this reason, employees are expected to conduct their personal affairs in a manner that does not adversely affect the School's or their own integrity, reputation or credibility. Illegal or immoral off-duty conduct by an employee that adversely affects the School's legitimate business interests or the employee's ability to perform their job may result in disciplinary action and/or dismissal as allowed by law.

## **E. Drug and Alcohol Free Workplace and Awareness Program**

The School will comply with all federal and state regulations regarding drug and alcohol use while employees are on the job. This policy covers all School employees and violation of the School's policy related to drug use is grounds for immediate termination. The School is concerned about the use of alcohol, illegal drugs and controlled substances as it affects the workplace, the School community and students. Though marijuana is legal in many California cities, it is still considered an illegal substance under Federal law and therefore considered an illegal substance for this policy. Use of these substances whether on or off the job can adversely affect an employee's work performance, efficiency, safety, and health and therefore seriously impair the employee's value to the School and its students. In addition, the use or possession of these substances on the job constitutes a potential danger to the welfare and safety of other employees and students and exposes the School to the risks of property loss or damage or injury to other persons. The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace.

Conduct against this policy includes, but is not limited to, the following:

1. Driving a School vehicle, or a vehicle designated for school business, while under the influence of alcohol or an illegal or controlled substance;
2. Selling or purchasing an illegal or controlled substance, including while on the job, on school property, or in the presence of students;
3. Possessing or using alcohol or an illegal or controlled substance while on the job, on school property, or in the presence of students,
4. Under the influence of alcohol or an illegal or controlled substance while on the job, on school property, or in the presence of students.

The School will provide information to employees about:

1. The dangers of drug abuse in the workplace;
2. The policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and assistance programs; and
4. The penalties that the School may impose upon them for drug abuse violations occurring in the workplace.

Violation of these rules and standards of conduct will not be tolerated and may result in disciplinary action, up to and including termination of employment. The School may also bring the matter to the attention of appropriate law enforcement authorities. The School may terminate an employee who is convicted of a controlled substance offense to the extent allowed by law. Alternatively, the School may, as required or allowed in accordance with applicable law, require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

As a condition of employment, employees are required to notify the School in writing of any conviction for a violation of a criminal drug statute. Such notification must be made no more than five (5) calendar days after the conviction. The School may, as required by applicable law, notify federal or state agencies of any applicable employee convictions if such a report is required by law.

The School will provide reasonable accommodation to an employee who voluntarily requests an accommodation or leave of absence to voluntarily participate in a drug or alcohol rehabilitation program. Please note that the request must be made before the employer learns of a violation of the Drug and Alcohol Free Workplace policy. Any employee who participates in a rehabilitation program would still be responsible for following all other School policies. Employees returning from a voluntary rehabilitation program will be required to comply with a return-to-work agreement addressing the terms and conditions of continued employment.

In order to enforce this policy, the School reserves the right to conduct legal searches of school property and to implement other measures, which are in accordance with law and necessary to deter and detect violation of this policy. As a condition of employment, the employee agrees to abide by the terms of this policy.

The School will abide by all relevant laws, including laws regarding employee disability and reasonable accommodations in implementing this policy.

## **F. Tobacco Free Workplace**

The School is a tobacco free workplace. No tobacco products are to be used in the workplace or at work functions. This includes all VAPE and e-cigarette products. Additionally, employees are required to adhere to any building and site policies regarding designated areas for smoking.

## **G. Punctuality and Attendance**

Employee punctuality and consistent attendance contributes to the positive operations of the School. As such, attendance and punctuality are performance expectations and are measured on the overall job performance. Employee tardiness or chronic absenteeism causes unnecessary problems for students and fellow employees. While an employee is absent, other employees may be burdened with performing additional duties in order to maintain operations. Further, employees are expected to report to the workplace and be prepared to begin work at their scheduled reporting times. To avoid conflict with the daily operations of the School, employees should schedule personal affairs outside of regular working hours.

If an employee is unable to report for work on any particular day, they must call their supervisor or HR at least one hour before the time they were scheduled to begin working on that day in order to obtain pre-approval for the absence. An employee may be excused from this one hour notice requirement if extenuating circumstances prevented them from contacting the supervisor. In all cases of absence or tardiness, employees must provide the School with an honest reason or explanation.

Employees must inform HR or designee of the expected duration of any absence. Excessive absences, lateness or failure to give the supervisor advance notice for absence or lateness can result in disciplinary action or dismissal from employment. Excessive absenteeism or tardiness, whether excused or not, will not be tolerated.

If the employee fails to report for work without any notification to their supervisor or to HR, and the absence continues for a period of three days, the School will consider it a voluntary resignation unless a written medical excuse is provided by a physician to confirm that the employee has not abandoned their employment.

Employees with emergencies or situations that do not allow them to do their job, must inform their supervisor or HR within 24 hours. Failure to return phone calls or emails within 24 hours during workdays requires an explanation to the employee's supervisor. Failure to inform a supervisor of an expected absence, failure to return phone calls or emails for three (3) work days without notice, and missing required deadlines or meetings constitutes abandonment of employment.

Please refer to the policies related to leaves of absence and paid sick days in the handbook for more information.

## **H. Professionalism**

The success of the School depends upon the quality of the relationships between the

School, its employees, students, parents and the general public. The public impression of the School and its interest will be formed, in part, by their interactions with employees. The more goodwill an employee promotes, the more employees, students, parents and the general public will respect and appreciate the employee, the School, and the Schools' services.

Employees are encouraged to help make a good impression of the School by:

1. Communicating regularly.
2. Acting competently and dealing with others in a courteous and respectful manner.
3. Communicating pleasantly and respectfully with others at all times.
4. Following up on requests and questions promptly, providing professional replies to inquiries and requests.
5. Responding to email and voicemail within 24 business hours, or within a reasonable period of time depending on the assignment (employees should discuss this with their supervisor).
6. Taking pride in performing duties in an exceptional manner.

Employees may not bring their own children to school events (learning period meetings, assessments, school meetings, etc.) unless they are a student participant in the events or it is a general school event open to all students or employee families. The CEO or designee may grant an exception.

## **I. Dress Code**

Each employee is a representative of the School in the eyes of the public. Therefore, each employee must report to work properly groomed and dressed in professional attire in a manner consistent with the nature of the work performed. Employees who report to work inappropriately dressed may be asked to clock out and return in acceptable attire.

Violation of the dress code is determined by the CEO or designee. The CEO or designee may issue more specific dress code guidelines at any time, which shall be in accordance with law. The standards of grooming and hygiene outlined below set the minimum requirements to which all employees, contract workers, and temporary staff are required to adhere.

Employee dress is described as business casual, which includes:

- Slacks, dockers and other office style pants,
- Skirts and dresses to or below the knee,
- Button down shirts, blouses, and sweaters.
- All clothes are to appear clean, pressed and without stains or holes.

Inappropriate attire:

- Spaghetti straps or strapless tops,
- Overly baggy or tight so as to be revealing,
- Plunging necklines, midriff revealing tops, or any clothing that exposes the employee inappropriately,
- Clothing with offensive words or pictures,
- Any clothing that is overly casual (shorts, tank tops, athletic wear), appears dirty, wrinkled, or has stains or holes.

Overall grooming - Grooming standards for everyone includes the appearance of care and proper hygiene. Hair, makeup, and jewelry may not interfere with an employee's ability to perform the job duties or pose a safety issue. Facial piercings should be removed and tattoos should be covered during work hours. Excessive piercings or offensive tattoos may prohibit an individual from being considered for a customer facing assignment. The School reserves the right to ask any employee to cover inappropriate tattoos or remove any piercings that are not reflective of the school culture.

Exceptions - The School recognizes some events as acceptable for casual dress. The majority of the same dress and grooming standards apply, however employees may wear jeans, seasonally appropriate clothing, and more casual shoes.

Requests for an exception to the dress code policy for religious beliefs or practices must be addressed to the CEO or designee or an HR representative. Each request will be evaluated on a case-by-case basis.

Supervisors are expected to inform employees when they are violating the dress code. Employees in violation are expected to immediately correct the issue. This may include having to leave work to change clothes. Repeated violations or violations that have major repercussions may result in disciplinary action being taken up to and including termination.

## **J. Gifts to Employees**

It is the policy of the School that no employee may accept any gift from an outside party, client, contractor, vendor, community provider, business associate, parent or student that is of such nature that it could affect their impartiality with regard to decisions or actions affecting school operations. Gifts with a value of less than \$50 are excluded from this policy.



## **K. Fee and Cash Collection**

No staff member, other than specifically authorized individuals, is permitted to accept cash and/or checks. All school events, for which money is collected, must be approved by the Director or designee who will supervise the collection of all fees and will be responsible for managing the receipts. Cash and/or checks should not be stored or locked in staff offices or desks. All financial transactions should be coordinated with the Director or designee. Employees must obtain approval from the Director prior to soliciting staff for donations or financial support for any outside event/activity.

## **L. Building Security**

Building security is the responsibility of all staff. The last employee, or a designated employee, who leaves the office at the end of the business day assumes the responsibility to ensure that the office is secure; for example, all doors are securely locked, the alarm

system is armed, thermostats are set on appropriate evening and/or weekend setting, and all the appliances and lights are turned off with the exception of the lights normally left on for security purposes. Employees are not allowed on properties or leased facilities after hours without prior authorization from the Director, CEO or designee. All employees who are issued keys to the office are responsible for their safekeeping and will sign for receipt of such key.

Initial\_\_\_\_\_

## **Section IV: Personnel Policies and Procedures**

The School will continually strive to recruit and retain highly qualified employees and remain a competitive public school employer, including examining employee evaluation, compensation, and discipline/dismissal practices periodically.

### **A. New Employee Orientation**

Orientation is a formal welcoming process that is designed to make the new employee feel comfortable, informed about the School, and prepared for their position. New employee orientation, includes an explanation of the core values, vision, mission, goals, and objectives of the School. In addition, the new employee will be given an overview of benefits and complete any necessary paperwork through the HR department.

### **B. Remote Work Policy**

MYA is a remote workplace that will require in-person attendance. This is stated in an employee's Job Description. Employees must adhere to all policies and procedures regardless of their remote work status.

## **Definitions**

Remote work, working remotely, telework, telecommute, or work-from-home are defined as any work arrangement that allows employees to work outside of a primary worksite at an alternate location.

## **Remote Work Policy**

Employees who work remotely are expected to maintain normal productivity and performance as if they were conducting business onsite. They may not carry out work for anyone other than MYA during this time. Employees must use approved time off for absences. Employees must accommodate themselves for any of the following, but not limited to, on-site meetings, conferences, retreats, state testing, team-building days, and/or training.

## **Availability and Communications**

Because we have a flexible work environment, we ask that employees be available to take work related calls and attend meetings as needed with minimum disruption, Monday through Friday. The only requirements put in place around work location and time are that timelines are met, and student/School needs are tended and responded to in a reasonable time frame.

## **Workspace**

Employees should establish a workspace that is safe and conducive to conducting day to day business. Employees are responsible for maintaining adequate and reliable internet service regardless of where they sit.

Employees should seek a quiet and distraction-free working space, to the extent possible.

MYA issues all employees the necessary equipment and software licenses to do their job effectively.

## **Equipment**

MYA will determine and approve, with information supplied by the employee and the supervisor, the appropriate equipment needed for each employee. Equipment supplied by MYA will be maintained by MYA. Equipment supplied by the employee, if deemed appropriate by MYA, will be maintained by the employee. MYA accepts no responsibility for damage or repairs to employee-owned equipment. MYA reserves the right to make determinations as to appropriate equipment, subject to change at any time. Equipment supplied by MYA is to be used for business purposes only. The employee must sign an inventory of all MYA property received and agree to take appropriate action to protect the items from damage or theft. Upon termination of employment, all MYA property will be returned, unless other arrangements have been made.

MYA does not provide employees with office furnishings for their home offices. Employees are responsible for equipping and maintaining their home offices so that they can accomplish their work in an efficient and expeditious manner.

MYA will supply the employee with appropriate office supplies (pens, paper, etc.) as deemed necessary. Occasionally, when pre-approved by the Director, employees will be reimbursed for business-related expenses that are reasonably incurred in carrying out the employee's job.

## **Virtual Meetings**

While distractions are sometimes unavoidable, try to keep them to a minimum. No music or television in the background during meetings.

Keep yourself muted during group video or audio conferencing unless you are speaking.

Turning on video is required. We understand there may be rare occasions where you are unable to utilize your video, however, this should be the exception rather than the norm.

Avoid eating a meal during a virtual meeting unless invited to do so by the meeting host.

Smoking or vaping is not permitted during a video conference.

Casual dress is acceptable; however, use discretion. We are a business casual environment.

Avoid multitasking. Give your full attention to the meeting as if you were face to face.

### **Timekeeping**

Hourly employees must accurately record all working time and may not work “off the clock.”

Hourly employees must use timesheets approved by MYA and are required to log out for lunch as required by law.

### **Confidentiality**

MYA employees must adhere to policies as they relate to client and proprietary information even while working remotely. Employees agree to maintain confidentiality and keep passwords and other information safe at their remote work area.

### **Security**

Remote employees will be expected to ensure the protection of proprietary information accessible from their home office. Steps include the use of regular password maintenance and any other measures appropriate for the job and the environment.

### **Workers Compensation**

In the event of a job-related injury, employees should report the incident to their direct supervisor as soon as possible. Note that workers' compensation does not apply to injuries to any third parties or members of Employee's family on Employee's premises. Furthermore, workers' compensation does not apply to injuries incurred outside of working hours/outside of the remote workspace.

## **C. Employee Status**

Employees may include exempt, nonexempt, regular full-time, regular part-time, and seasonal persons employed with the School who are subject to the control and direction of the School in the performance of their duties.

- Exempt: Employees whose positions meet specific criteria established by the Fair Labor Standards Act (FLSA) and who are exempt from overtime pay requirements.
- Nonexempt: Employees whose positions do not meet FLSA criteria and who are paid one and one-half their regular rate of pay for hours worked in excess of 40 hours per week. Nonexempt employees are also subject to meal period and rest

break regulations.

- Regular full-time: Employees who are regularly scheduled to work 30 or more hours per week. Generally, full time employees are eligible for the School benefit package, subject to the terms, conditions, and limitations of each benefit program. Full-time status will be evaluated on a monthly basis.

Employee Status	Teacher Facilitator	Exempt Certificated and Classified	NonExempt Classified
	(Student Caseload per Month)	(FTE)	(Hours per Week)
Regular Full Time	19+ students	.75+ FTE	30+ hours
Regular Part Time	10-18 students	.50 - .74 FTE	20-29 hours
Non-Regular	9 or less students	.49 FTE or less	19 hours or less

### Student Counts

The teacher may indicate their desired student count with the School as a request, however, the needs of the School will determine the number of students assigned to the teacher.

## D. Job Duties

The assigned supervisor will clarify the job duties and the expectations for behavior and job performance. The employee's job responsibilities and tasks are subject to change and update during employment as stated in the at-will employment agreement and job description and job description. On occasion, the employee may be asked to work on projects, or to help with other work necessary or important to the operation of their department or the School. The employee's cooperation and assistance in performing such additional work is expected. The School reserves the right, at any time, with or without notice, to alter or change job responsibilities, reassign or transfer any employee's job positions, or assign additional job responsibilities.

## E. Nonexempt Employees

### 1. Work Schedules

Business hours of school sites and offices (if any) shall be established by the CEO or designee. The CEO or designee will assign the classified staff's individual work schedule to ensure staffing throughout the workday. Employees are expected to be online or at their

desks or workstations when ready to work.

For the purposes of pay and leave accrual calculations, full-time for classified employees, is defined as 2,080 working hours.

The workweek begins at 12:01 a.m. Monday and ends at midnight on Sunday.

## **2. Rest Breaks and Meal Periods**

### *a. Rest Breaks*

Rest breaks are on the clock and duty-free. Employees are expected to return to work promptly at the end of any rest breaks.

### *b. Number of Rest Breaks*

Nonexempt employees are provided one (1) paid ten-minute rest break for every four (4) hours worked (or major fraction thereof, which is defined as any amount of time over two (2) hours). A rest break is not authorized for employees whose total daily work time is less than three and one half (3.5) hours.

If the employee works a shift from three and one-half (3.5) to six (6) hours in length, they will be entitled to one (1) paid ten-minute rest break. If they work more than six (6) hours and up to 10 hours, they will be entitled to two (2) paid ten-minute rest breaks. If the employee works more than 10 hours and up to 14 hours, they will be entitled to three (3) paid ten-minute rest breaks.

### *c. Timing of Rest Breaks*

The employee is authorized and permitted to take a rest break in the middle of each four-hour work period. There may be practical considerations that make this general timing infeasible and that require the School to deviate from this general rule. The employee will be informed if there are practical considerations that make this timing infeasible. In the event of these considerations, the immediate supervisor may need to schedule the rest breaks.

### *d. Meal Period*

All nonexempt employees will be provided an uninterrupted unpaid meal period of at least 30 minutes if working more than five (5) hours in a workday. The employee must clock out for the meal period and will be permitted a reasonable opportunity to take this meal period. During the meal period, the employee is relieved of all duty and is free to leave the premises. The employee is expected to return to work promptly at the end of the meal period.

If the total work period for the day is more than five (5) hours per day, but no more than

six (6) hours, the meal period may be waived. This cannot be done without the mutual consent of the employee and HR. Any such waiver must be requested and approved with HR and supervisor in advance.

*e. Timing of Meal Period*

As with rest breaks, the employee is authorized and permitted to take a meal period.

The meal period will be provided no later than the end of the fifth hour of work. For example, if work begins at 8:00 a.m., the meal period must begin by 12:59 p.m. (which is four hours and 59 minutes into the shift).

There may be practical considerations that make this general timing infeasible and that require the School to deviate from this general rule. The immediate supervisor may need to schedule the timing of an employee's meal period to ensure efficient business operations.

*f. Second Meal Period*

If the employee works more than 10 hours in a day, they will be provided a second, unpaid meal period of at least 30 minutes. Again, the employee must clock out for the meal period and will be permitted a reasonable opportunity to take this meal period; the employee will be relieved of all duty. During the meal period, the employee is relieved of all duty and is free to leave the premises. The employee is expected to return to work promptly at the end of the meal period.

Depending on the circumstances, the employee may be able to waive the second meal period if the first meal period was taken and if the total hours worked for the day is no more than twelve hours. This cannot be done without the mutual consent of the employee and HR. Any such waiver must be requested and approved with HR and supervisor in advance.

*g. Timing of Second Meal Period*

As with rest breaks, the employee is authorized and permitted to take a meal period. A second meal period is required if the employee's hours exceed 10 hours in one workday.

This second meal period will be provided no later than the end of the 10th hour of work. For example, if work begins at 8:00 a.m., the employee must start the second meal period by 5:59 p.m. (which is 9 hours and 59 minutes into the shift).

There may be practical considerations that make this general timing infeasible and that require the School to deviate from this general rule. The immediate supervisor may need to schedule the timing of an employee's meal period to ensure business operations.



*h. Recording Meal Periods*

The employee must clock out for any meal period and record the start and end of the meal period. Employees are not allowed to work "off the clock." Work time must be accurately reported on the time record.

*i. Missed Rest Breaks and Meal Periods*

If for any reason the employee is not provided a rest break or meal period in accordance with the policy, or if they are in any way discouraged or impeded from taking their rest break or meal period, or from taking the full amount of time allotted to them, the employee may be eligible for a missed rest break or meal period remedy and should immediately notify HR.

Anytime the employee misses a rest break or meal period that was provided to them (or they work any portion of a provided meal period), they will be required to report the time to HR and document the reason for the missed rest break and meal period.

Please also refer to the School's Timekeeping Policy.

**3. Timekeeping**

All nonexempt employees are required to record time worked for payroll purposes. Employees must record their own time at the start and at the end of each work period, including before and after the meal period. Altering with this procedure in any way is not permissible and is subject to disciplinary action. Time cards in the payroll system are to be approved by the employee and the supervisor prior to each payroll. Any errors on the time card should be reported immediately to HR. Employees with consistent patterns of not following time recording responsibilities are subject to disciplinary actions.

All communication between the nonexempt employee and management concerning work related issues is not permitted after hours. Once the nonexempt employee has recorded the end of a work period at the end of the day, that employee is no longer clocked in. All work related correspondence will resume the next work day except in the case of an emergency or at the direction of the supervisor. Nonexempt employees will be compensated at the appropriate rate of pay for any additional time worked outside of their work day.

**4. Pay for Mandatory Meetings & Training**

The School will pay nonexempt employees for attendance at meetings, lectures, and training programs when attendance is mandatory, and the meeting, course, or lecture is directly related to the job and is outside of the regular schedule. Unless otherwise noted, trainings and meetings are included as part of an exempt employee's regular pay.

## 5. Overtime

All overtime work must be requested in advance by the employee and authorized by the supervisor prior to the time to be worked. Nonexempt classified employees may be directed to work overtime as necessary. Only actual hours worked in a given workday or workweek can apply in calculating overtime. The School provides compensation for all overtime hours worked by nonexempt employees in accordance with state and federal law. All hours worked in excess of eight (8) hours in one workday or 40 hours in one workweek will be treated as overtime. A workday begins at 12:01 a.m. and ends at midnight 24 hours later. The work week begins at 12:01 a.m. Monday and ends at midnight on Sunday.

Compensation for hours in excess of 40 hours for the workweek, or in excess of eight (8) hours and not more than 12 hours for the workday, and for the first eight hours on the seventh consecutive day of work in one workweek, shall be paid at a rate of one-and-one-half times the employee's regular rate of pay. Compensation for hours in excess of 12 hours in one workday and in excess of eight (8) hours on the seventh consecutive workday in a workweek shall be paid at double the regular rate of pay.

## F. Exempt Employees

The School will pay exempt employees a salary rather than by the hour. Once an employee's sick days have been exhausted or are otherwise unavailable, the School will deduct pay from an exempt employee's salary under the following circumstances: (i) one or more full days absences for personal reasons; (ii) one or more full day absences for illness, injury, or sickness, (iii) one or more full work weeks disciplinary suspensions; and (iv) partial (for intermittent leave) or full day absences during an approved family or medical leave in accordance with law. Exempt employees who believe that the School made an incorrect or improper salary deduction should promptly report the deduction to their supervisor or the HR department. If the School incorrectly or improperly made a deduction from an exempt employee's salary, it will reimburse the employee for the deducted pay as soon as possible.

## G. Salary Overpayments

Because the School receives public funds, the School is obligated by law to seek reimbursement for any salary overpayment and cannot waive the recovery of the overpayment. Employees who receive excess pay as a result of a payroll error are required to return the funds to the School. The School will provide the employee with the correct salary calculation and the amount that is owed to the School. The employee may return the overpayment in full through a cashier's check or money order or allow the School to deduct the overpayment from the next paycheck. The School may arrange for a repayment plan that is mutually agreeable to both the School and the employee and does not exceed one

calendar year from the date of the overpayment. Should an employee resign prior to completing the repayment, the full amount shall become due upon termination. A repayment plan may be offered to a terminated employee not to exceed three (3) months in duration.

## **H. Employee Evaluation**

Supervisors will conduct performance reviews with all regular full-time and regular part-time employees annually. Supervisors may conduct informal performance reviews and goal setting sessions more often if they choose.

Performance reviews are designed for the supervisor and the employee to discuss their current job tasks, encourage and recognize attributes, and discuss positive, purposeful approaches for meeting work-related goals. Together, the employee and supervisor will discuss ways in which the employee can accomplish goals and/or learn new skills.

Performance review and goal setting sessions may or may not have a direct effect on any changes in salary compensation. For this reason, among others, it is important to prepare for these reviews carefully, and participate in them fully.

Additional details on employee evaluations will be provided by Human Resources upon hire.

## **I. Corrective Action**

All employees are expected to meet School standards of work performance. Work performance encompasses many factors, including attendance, punctuality, personal conduct, job proficiency and general compliance with School policies and procedures. If an employee does not meet these standards, the School may or may not, at its sole discretion, take corrective action, other than immediate dismissal. Employees have no entitlement to corrective action or progressive discipline prior to dismissal.

The intent of corrective action is to formally document problems while providing the employee with a reasonable time within which to improve performance. The School holds each of its employees to certain work rules and standards of conduct. When an employee deviates from these rules and standards, the employee may be terminated, or, at the School's discretion, be subject to corrective action by a supervisor.

Corrective actions may include, but are not required to include, an oral warning, a written warning, probation, suspension, and termination of employment. In deciding which initial corrective action would be appropriate, a supervisor may consider the seriousness of the

infraction, the circumstances surrounding the matter, and the employee's previous record. As an at-will employer, the School may use all, some or none of the corrective actions described and will handle corrective action based on its own discretion.

Though the School will try to find paths for improvement whenever possible, the School considers certain rule infractions and violations of standards as grounds for immediate termination of employment. These include but are not limited to: theft in any form, insubordinate behavior, any misconduct concerning a child/student, vandalism or destruction of School property, trespassing, the use of School equipment without prior authorization, untruthfulness about personal work history, skills, or training, divulging proprietary information, and misrepresentations of the School to another employee, a prospective employee, or the general public.

Nothing in this section or any other section alters an employee's status as an at-will employee who may be terminated, with or without cause and with or without advance notice at any time by the School. Nothing in this section is intended to interfere with an employee's rights to communicate or voice concerns that are protected by Federal and State law.

## **J.Procedure for Disciplinary Action**

The corrective action process is designed to encourage development by providing employees with guidance in areas that need improvement such as poor work performance, attendance problems, personal conduct, general compliance with School policies and procedures and/or other disciplinary problems.

Corrective actions may be taken at the discretion of management and include any of the following:

1. Verbal counseling, which may be confirmed in writing by the supervisor
2. Written warning, which will be placed in the personnel file
3. Suspension, which will be confirmed in writing for the personnel file. Suspension is normally used to remove an employee from the organization premises during an investigation, or as a disciplinary action. This may be paid or unpaid. If the employee is suspended, it will be documented in the personnel file.
4. Discharge, which will be documented in the personnel file.

The corrective action process will not always commence with verbal counseling or include every step. The above options are not to be seen as a process in which one step always follows another. Some acts, particularly those that are intentional or serious, warrant more severe action on the first or subsequent offense. Consideration will be given to the seriousness of the offense, the intent and motivation to change the performance, and the environment in which the offense took place. As a reminder, employment remains at-will

before, during, and after a disciplinary action.

## **K. Terminations**

There are two types of terminations that may affect employees. Voluntary termination results when an employee voluntarily resigns their employment. Involuntary terminations result when the School makes the decision to end the at-will employment agreement.

Regardless of the reason for termination, all school-owned property, including vehicles, keys, credit cards, student files, or school property in the possession of the employee must be returned to the School immediately upon termination from employment, within 72 hours from the final date of employment with the School. Employees are not to recruit students from the School to a new place of employment.

All wages owed will be paid out upon the date of termination for involuntary terminations or within 72 hours after an employee's resignation if the employee gave 72 hours or less notice.

## **L. Personnel Records**

Employees have a right to inspect certain documents in the personnel file as provided by law. The contents of personnel records will be available for inspection to the current or former employee, or their representative, at reasonable intervals and at reasonable times, but not later than thirty (30) calendar days from the date the School receives a written request. However, the employee, or their representative, and the School agree in writing to a date beyond thirty (30) calendar days to inspect the records, and the agreed-upon date does not exceed thirty-five (35) calendar days from receipt of the written request. Additionally, the School shall provide a copy of the personnel records, at a charge not to exceed the actual cost of reproduction, to a current or former employee, or their representative, no later than thirty (30) calendar days from receipt of the request, unless the current or former employee, or their representative, and the School agree in writing to a date beyond thirty (30) calendar days to produce a copy of the records, as long as the agreed-upon date does not exceed thirty-five (35) calendar days from the employer's receipt of the written request.

The employee may add comments to any disputed item in the file. Only HR, the CEO or designee is authorized to release information about current or former employees. Disclosure of personnel related information to agencies or individuals outside the School will be limited and in accordance with law; however, the School will cooperate with requests from authorized law enforcement or local, state or federal agencies conducting official investigations and as otherwise legally required.

The School is required by law to keep current all employees' names and addresses. Employees are responsible for notifying the School in the event of a name or address change.

## **M. Destruction of Personal Information Records**

In the course of the employee's duties at the School, they may encounter records which contain personal information (i.e., a person's name and Social Security Number, driver's license number, state identification number or any account number, credit or debit card number, access code or passwords that may permit access to an individual's financial account, payroll, or personal health information). The School expects all employees to take appropriate measures to maintain the confidentiality and integrity of such information and prevent unauthorized access. Employees must ensure hard copies of documents are stored securely, such as in a locked file cabinet, with access provided only to authorized individuals with a need to know. Electronic media must be encrypted or password protected. Passwords should never be included in any transmission that also contains the data. Employees should dispose of data no longer needed by shredding paper documents and properly erasing electronic media to ensure that the personal information cannot be read or reconstructed. Failure to follow proper storage and disposal procedures may result in disciplinary action up to and including termination.

## **N. Employment Posters**

The School maintains bulletin boards in School offices and on the HR information system that contain important information about employment. In addition to federal and state required notices, school-related information will also be available in these locations. All employees are encouraged to look at the online bulletin board regularly and to read all of the information displayed and made available in detail. Any questions about the information should be directed to the supervisor or HR. These bulletin boards are reserved for School use only; employees may not post or remove any information from them.

## **O. Outside Employment**

This policy is not intended to prohibit an employee from working an appropriate second job. Employees are permitted to engage in outside work or hold other jobs, subject to certain restrictions as outlined below.

(1) Activities and conduct away from the job must not compete, conflict with or compromise the school interests or adversely affect an employee's job performance and the ability to fulfill all responsibilities to the School. Employees are prohibited from performing any services for customers on non-working time that are normally performed by the School. This prohibition also extends to the unauthorized use of any school tools or equipment and the unauthorized use or application of any confidential information. In addition, employees are not to solicit or conduct any outside business during paid working

time.

(2) Employees are cautioned to consider carefully the demands that additional work activity will create before accepting outside employment. Outside employment will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel or refusal to work overtime or different hours. If outside work activity causes or contributes to job-related problems, it must be discontinued, and, if necessary, normal disciplinary procedures will be followed to deal with the specific problem.

(3) In evaluating outside work, the following guidelines will be considered to determine whether the proposed employment is allowed. Employees may not engage in outside employment that:

- 1) involves working for a competing or similar model School;
- 2) occurs during work hours without the use of appropriate leave;
- 3) actually or potentially results in a conflict of interest with or interfere with the employee's responsibilities to the School;
- 4) involves working for an organization that does business with the School, such as contractors, community providers, suppliers and customers;
- 5) may adversely affect the School's image.

(4) Employees who have accepted outside employment may not use paid sick leave to work on the outside job. Fraudulent use of sick leave will result in disciplinary action up to and including termination.

If it is determined that the outside employment constitutes a conflict of interest or disruption of the School's operation, the employee will be asked to limit or restrict the outside employment. Disciplinary action up to and including termination of employment may be taken for outside employment that is inconsistent with this policy unless otherwise approved.

## **0. Whistleblower Policy**

It is the policy of the School to encourage its employees and applicants for School employment to disclose improper governmental activities, based in part on California Education Code Section 44110 et. seq. and to address written complaints that allege acts or attempted acts of interference, reprisal, retaliation, threats, coercion or intimidation against employees or applicants who disclose improper governmental activities. School management has the responsibility to seek out and correct any and all abuses resulting from improper governmental activities, and to protect those who come forward to report improper governmental activities.



Concerns that may be raised include, but are not limited to, the following:

- 1) Reporting suspected violations of local, state, and federal law, including but not limited to federal laws and regulations;
- 2) Providing truthful information in connection with an inquiry or investigation by a court, agency, law enforcement, or other governmental body; and
- 3) Identifying potential violations of School policy, specifically the policies contained in the handbook with reference to employee safety or health, unsafe working conditions or work practices in the employee's employment or place of employment.

A whistleblower can also be an employee who refuses to participate in an activity that would result in a violation of a state or federal statute, or a violation of or non-compliance with a local, state or federal rule or regulation.

The School may not:

- 1) Make, adopt, or enforce any rule, regulation, or policy preventing an employee from being a whistleblower;
- 2) Retaliate against an employee who is a whistleblower;
- 3) Retaliate against an employee for refusing to participate in an activity that would result in a violation of a state or federal statute, or a violation or noncompliance with a state or federal rule or regulation; or
- 4) Retaliate against an employee for having exercised their rights as a whistleblower in any former employment.

## **P. Complaint Procedure**

The School encourages employees to resolve issues or concerns at the lowest level possible to ensure a positive and professional work environment. When issues cannot be successfully resolved or the issue is serious in nature against the supervisor, the employee should bring the matter to the attention of HR for assistance. The complaint procedure approved by the Board of Directors is as follows:

1. The complainant will bring the matter to the attention of the Human Resources manager as soon as possible after attempts to resolve the complaint with the immediate supervisor have failed or were not appropriate; and
2. The complainant will reduce their complaint to writing, indicating all known and relevant facts, in the School's Internal Complaint Form. The Human Resources manager or designee will then investigate the facts and provide a solution or

explanation.

3. If the complaint is about the Human Resources manager, CEO, or Director, the complainant may file their Internal Complaint Form with the President of the School's Board of Directors, who may then confer with the Board and may conduct a fact-finding investigation or authorize a third party investigator on behalf of the Board. The Board President or investigator will report their findings to the Board for review and action, if necessary.

This policy cannot guarantee that every problem will be resolved to the employee's satisfaction. However, the School values each employee's ability to express concerns, and the need for resolution without fear of adverse consequence to employment.

1. Confidentiality: All complainants will be notified that information obtained from the complainants and thereafter gathered will be maintained in a manner as confidential as possible, but in some circumstances absolute confidentiality cannot be assured.
2. Non-Retaliation: All complainants will be advised that they will be protected against retaliation as a result of the filing of any complaint or participation in any complaint process.
3. Resolution: The School will investigate complaints appropriately under the circumstances and pursuant to the applicable procedures, and if necessary, take appropriate remedial measures to ensure effective resolution of any complaint.

## **Q. Uniform Complaint Procedures**

The School will provide annual notice to all employees of the Uniform Complaint Procedures that may be used to allege a violation of federal or state laws governing certain educational programs. Copies of the Uniform Complaint Procedures and additional information may be found in the board policy section on the School's website or by contacting HR.

## **R. Arbitration Agreement**

### **Agreement to Arbitrate Disputes and Claims**

The School and employee mutually agree to submit to binding arbitration any and all disputes or claims they could otherwise pursue in court arising from or relating to employee's recruitment to or employment with the School, or the termination of that employment, including claims against any current or former agent or employee of the

School, whether the disputes or claims arise in tort, contract, or pursuant to a statute, regulation, or ordinance now in existence or which may in the future be enacted or recognized, including, but not limited to, the following:

- claims for fraud, misrepresentation, promissory estoppel, fraudulent inducement of contract or breach of contract, whether such alleged contract or obligation be oral, written, or express or implied;
- claims for wrongful termination of employment, violation of public policy and constructive discharge, infliction of emotional distress, interference with contract or prospective economic advantage, defamation, unfair business practices, invasion of privacy;
- claims for employment discrimination, retaliation or harassment
- claims for violation of local, state or federal wage and hour laws, such as non- payment or incorrect payment of wages, sick pay, commissions, bonuses, severance, employee fringe benefits, or stock options.

The School and employee understand and agree that the arbitration of the disputes and claims covered by this Agreement shall be the sole and exclusive mechanism for resolving any and all existing and future disputes or claims arising out of employee's recruitment to or employment with the School or the termination thereof, except as set forth below.

#### **Claims Not Covered by this Agreement**

The following claims are not subject to arbitration under this Agreement: (1) claims for workers' compensation benefits, state or federal disability benefits or state unemployment benefits; (2) administrative charges or claims filed with a federal, state or local government office or agency, such as the Equal Employment Opportunity Commission ("EEOC") or any comparable state anti-discrimination agency, or the National Labor Relations Board ("NLRB"); (3) any claims that, as a matter of law, cannot legally be subject to arbitration; (4) claims under an employee benefit or pension plan that specifies a different arbitration procedure; (5) litigation pending in a state or federal court as of the date Employee signs this Agreement; or (6) claims brought pursuant to the California Labor Code Private Attorneys General Act of 2004.

#### **Waiver of Right to Trial**

The School and employee understand and agree that the arbitration of disputes and claims under this Agreement shall be instead of a trial before a judge or jury. The School and employee understand and agree that, by signing this Agreement, they are expressly waiving, to the fullest extent permitted by law, any and all rights to a trial before a judge or jury, regarding any disputes and claims they may have that are subject to arbitration under this Agreement.

**No Consolidation of Claims / Waiver of Class Claims**

The School and employee agree to individualized arbitration, with claims pertaining to different employees to be heard in separate proceedings. This means that no other person shall be entitled to join or consolidate in arbitration any claim by or against other current or former School employees. As such, except as set forth above, the School and employee agree that both the School and employee hereby waive any right to bring on behalf of other persons, or to otherwise participate in, a class, collective or representative

action (i.e. a type of lawsuit in which one or several persons sue on behalf of a larger group of persons).

**Arbitration Procedures; Final and Binding Award**

The arbitration shall be conducted by a single neutral arbitrator in accordance with the then-current Employment Arbitration and Mediation Procedures of the American Arbitration Association ("AAA"), which can be viewed at <http://www.adr.org/employment>. The School will provide the employee with a copy of these rules upon request. The arbitration shall take place in the county of the state in which the employee is or was last employed by the School, unless the School and the employee mutually agree on a different location. All parties shall be entitled to engage in reasonable pre-hearing discovery to obtain information to prosecute or defend the asserted claims. Any disputes between the parties regarding the nature or scope of discovery shall be decided by the arbitrator. The arbitrator shall hear and issue a written ruling upon any motions brought by either party, including but not limited to, motions for summary judgment or summary adjudication of issues.

After the hearing, the arbitrator shall issue a written decision setting forth the award, if any, and explaining the basis therefore. The arbitrator shall have the power to award any type of relief that would be available in court. The arbitrator's award shall be final and binding upon the parties and may be entered as a judgment in any court of competent jurisdiction. In the event of any conflict in the arbitration procedures set forth in this Agreement and the AAA rules specified above, the AAA rules shall control.

Notwithstanding the foregoing, and regardless of what is provided by AAA's rules, the arbitrator will not have authority or jurisdiction to consolidate claims of different employees into one proceeding, nor shall the arbitrator have authority or jurisdiction to hear the arbitration as a class, collective or representative action.

**Governing Law**

The School and employee understand and agree that any disputes and claims to be arbitrated under this Agreement shall be governed by the laws of the state in which the employee was employed at the time the arbitrable disputes or claims arose. This Agreement is governed by the Federal Arbitration Act. The School and employee intend that this Agreement be limited to those claims that may legally be subject to a pre-dispute arbitration agreement under applicable law. A court construing this Agreement may therefore modify or interpret it to render it enforceable.

**Costs of Arbitration**

The School and employee agree that the School will bear the arbitrator's fee and any other type of expenses or cost that the employee would not be required to bear if they were free to bring the disputes or claims in court. Otherwise, the School and employee shall each bear their own attorneys' fees and costs incurred in connection with the arbitration. The arbitrator shall have the authority to award attorneys' fees and costs as

required or permitted by applicable law. If there is a dispute as to whether the School or employee is the prevailing party in the arbitration, the arbitrator will decide the issue.

**Severability**

The School and employee understand and agree that if any term or portion of this Agreement shall, for any reason, be held to be invalid or unenforceable or to be contrary to public policy or any law, then the remainder of this Agreement shall not be affected by such invalidity or unenforceability but shall remain in full force and effect, as if the invalid or unenforceable term or portion thereof had not existed within this Agreement.

**Complete Agreement**

The School and employee understand and agree that this Agreement contains the complete agreement between the School and employee regarding the subjects covered in it; that it supersedes any and all contrary prior representations and agreements between the School and employee on these subjects, if any; and that it may be modified only in writing, expressly referencing this Agreement and employee by full name, and signed by an authorized representative of the School and the employee.

**Knowing and Voluntary Agreement**

The employee has been advised to consult with an attorney of their own choosing before signing this Agreement. The employee agrees to read this Agreement carefully and understands that by signing it, they are waiving all rights to a trial or hearing before a judge or jury with respect to any and all disputes and claims regarding employee's employment with the School or the recruitment to or termination thereof that are subject to arbitration under this Agreement.

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**Section V: Operational Considerations****A. Employer Property**

Anything purchased with school funds such as computers and educational materials are considered School property and must be maintained according to School rules and regulations. School property is to be used only for work-related purposes. The School reserves the right to search and inspect all School property and any property used by

employees in work related duties to ensure compliance with its rules and regulations, without notice to the employee and at any time, not necessarily in the employee's presence.

Employees may make or accept personal telephone calls, text messages, or emails within reason during working hours to perform important personal business. It is also acceptable to use a computer to perform the same minimal personal tasks. Employees may not use the School's phone to make personal calls that would incur long distance fees.

The School may periodically need to assign and/or change passwords and personal codes for voicemail, email and computer. Except as provided herein, these communication technologies and related storage media and databases are to be used only for School business and they remain the property of the School. The School reserves the right to override any such password system at any time at its sole discretion, with or without cause.

Prior authorization must be obtained from the CEO or designee before any School property may be removed from the School offices, except in the course of normal movement of educational materials/computers by the employee. In this case, regular check-out/tracking procedures must be followed.

Terminated employees who work at a school office should remove any personal items at the time they leave the School office. Personal items left in the workplace are subject to disposal if not claimed at the time of an employee's termination.

Employees must safeguard and not damage/destroy School property, including computer hardware or software, e-mails, internal files, notes and correspondence, student records, papers, recordings, pictures, screenshots, and any other items of any nature that belong to or concern the School. Upon separation of employment, employees must return all of the School's property and proprietary information as soon as possible, no later than 72 hours from the final date of employment, and not share, destroy, or retain any copies of such property and information.

Any employee who is found to have neglected or misused the School's property will be subject to disciplinary action up to and including termination. If an employee's misuse of the School's property damages the property, the School reserves the right to require the employee to pay all or part of the cost to repair or replace the property. Misappropriation of the School's property is grounds for immediate termination and possible criminal action.

## **B. Use of Electronic Media**

The School uses various forms of electronic communication including, but not limited to

computers, email, telephones and web sites. All electronic communications, including all software, databases, hardware, and digital files, remain the sole property of the School and are to be used only for School business and not for any personal use, except as allowed above.

Electronic communication and media may not be used in any manner that would be discriminatory, harassing or obscene, or for any other purpose that is illegal, against School policy or not in the best interest of the School.

Employees who misuse electronic communications and engage in defamation, copyright or trademark infringement, discrimination, harassment, or related actions will be subject to discipline up to dismissal. The School reserves the right to require authorization prior to installation of software on a School computer and/or mobile devices.

All electronic information created by any employee using any means of electronic communication is the property of the School and remains the property of the School. With School approval, employees may use personal passwords for purposes of security, but any employee's use of a personal password does not affect the School's ownership of the electronic information.

The School may at any time override all personal passwords for any reason.

The School reserves the right to access and review electronic files, messages, mail, and other digital archives, and to monitor the use of electronic communications as necessary to ensure that no misuse or violation of School policy or any law occurs.

Employees are not permitted to access the electronic communications of other employees or third parties unless directed to do so by school administration.

Access to the Internet, websites, and other types of School-paid computer access are to be used for School related business. Any information about the School, its products or services, or other types of information that will appear in the electronic media about the School must be approved by the CEO or designee before the information is placed on an electronic information resource that is accessible to others.

Questions about access to electronic communications or issues relating to security should be addressed to the CEO or designee.

## **C. Social Media**



Social media can serve as a powerful tool to enhance communication. This technology can provide many benefits for communication. This section addresses employees' use of publicly available social media networks including: personal Websites, Web logs (blogs), WIK.Is, social networks, online forums, virtual worlds, and any other social media. The School takes no position on employees' decision to participate in the use of social media networks for personal use on personal time. However, use of social media for personal use during School time or on School equipment is prohibited. In addition, employees must avoid posting any information or engaging in communications that violate state or federal laws or School policies.

#### General Statement

The line between professional and personal relationships is blurred within a social media context. When employees choose to join or engage with students, families or fellow employees in a social media context that exists outside those approved by the School, they are advised to maintain their professionalism as School employees and have responsibility for addressing inappropriate behavior or activity on these networks, including requirements for mandated reporting. Employees must avoid posting any information or engaging in communications that violate state or federal laws or School policies.

Employees are expected to serve as positive ambassadors and to remember they are role models to students in the community. Because readers of social media networks may view the employee as a representative of the School, the School requires employees to observe the following rules when referring to the School, students, programs, activities, employees, volunteers and communities on any social media networks.

Employees must be respectful and professional in all communications (by word, image or other means). Employees shall not use obscene, profane or vulgar language on any social media network or engage in communications or conduct that is harassing, threatening, bullying, libelous, or that discusses or encourages any illegal activity or the inappropriate use of alcohol, use of illegal drugs, sexual behavior, sexual harassment, or bullying. Be sensitive about linking to content. Redirecting to another site may imply an endorsement of its content.

Employees must make clear that any views expressed are the employee's alone and do not necessarily reflect the views of the School. Employees may not act as a spokesperson for the School or post comments as a representative of the School, except as authorized by the CEO or designee. When authorized as a spokesperson for the School, employees must disclose their employment relationship with the School.

**Protect confidential information.** Employees may not disclose information on any social media network that is confidential or proprietary to the School, its students, or employees or that is protected by data privacy laws. Employees should be thoughtful about what they

publish and must make sure they do not disclose or use confidential information. Students, parents, and colleagues should not be cited or obviously referenced without their approval. For example, ask permission before posting student'(s)/co-worker'(s) picture on a social network (student photos require parental consent) or publishing a conversation that was meant to be private.

It is acceptable to discuss general details about student projects, lessons, or school events and to use non-identifying pseudonyms for an individual (e.g., teacher, students, parents) so long as the information provided does not make it easy for someone to identify the individual or violate any privacy laws. Public social networking sites are not the place to conduct School business with students or parents; please conduct these interactions using the School's network.

Employees may not post any private images of the School premises and property, such as workrooms, offices, including floor plans. Nothing in this policy is meant to prevent employees from posting information that is allowable by the National Labor Relations Act.

**Be transparent.** Honesty or dishonesty will be widely available on social media. If the employee is posting about their role at the School, the employee must use their real name and identify their employment relationship. The employee must be clear about their role; if they have a vested interest in something being discussed, to be the first to point it out.

**Perception can be reality.** In online networks, the lines between public and private, personal and professional are blurred. Employee's identification as a School employee, may create perceptions about expertise and about the School by community members, parents, students, and the general public. When posting online be sure that all content is consistent with employee work values and with the School's beliefs, core values and professional standards.

**Work/Personal Distinction.** Staff members are encouraged to maintain a clear distinction between their personal social media use and any School-related social media sites. The employee may consider setting up separate social media accounts for personal and professional use.

**Personal Social Networking & Media Accounts.** Before employees create or join an online social network, they should ask themselves whether they would be comfortable if a 'friend' decided to send the information to their students, the students' parents, or their supervisor. School employees must be mindful that any Internet information is ultimately accessible to the world.

**Social Interaction With Students.** Employees should not have online interactions with

students on social networking sites outside of those forums dedicated to academic use. School employees' personal social networking profiles and blogs should not be linked to students' online profiles.

**Contacting Students Off-Hours.** Employees should only contact students for educational purposes and must never disclose confidential information possessed by the employee by virtue of their employment. Contacting students after hours must be kept to a minimum and be strictly for the purpose of academic support or to relay general information to all students.

**Be a positive role model.** Educational employees have a responsibility to maintain appropriate employee-student relationships, whether on or off duty. Both case law and public expectations hold educational employees to a higher standard of conduct than the general public.

**School Logo.** The use of the School logo(s) on a social media site or elsewhere must be approved by the CEO or designee.

The School expects all who participate in social media to understand and follow these guidelines.

## D. Public Relations

Serving students and families requires a variety of professional skills. School employees are expected to demonstrate the following communication skills and abilities:

1. Ability to transmit passion for learning to students and families.
2. Flexibility and adaptability.
3. Well developed, clear communication and interpersonal skills that maintain a respectful, professional and courteous manner.
4. Conflict resolution skills.
5. Openness to differing views and objectives.
6. Ability to deliver information concerning curriculum, teaching, assessment, and learning to families.
7. Serve the student and parent's needs to the best of their ability without allowing their own convenience to interfere.

The success of the School depends upon the quality of the relationships between the School, its employees, students, parents and the general public. The public impression of the School and its interest will be formed, in part, by the employees; employees are ambassadors. The more goodwill an employee promotes, the more employees, students, parents and the general public will respect and appreciate the employee, the School, and

the Schools' services.

Below are several things employees can do to help leave people with a good impression of the School. These are the building blocks for continued success.

1. Communicate regularly.
2. Act competently and deal with others in a courteous and respectful manner.
3. Communicate pleasantly and respectfully with other employees at all times.
4. Follow up on requests and questions promptly, provide businesslike replies to inquiries and requests, and perform all duties in an orderly manner.
5. Respond to email and voicemail within 24 hours during the workweek.
6. Take great pride in their work and enjoy doing their very best.
7. Be proactive and work to anticipate the needs of those being supported.

When an employee encounters an uncomfortable situation that the employee does not feel capable of handling, their supervisor should be contacted immediately.

If a problem develops or if a parent remains dissatisfied, the employee should contact their supervisor for assistance.

Employees should not speak to the media on the School's behalf without contacting the School's CEO or designee. All media inquiries should be directed to the CEO or designee.

## **E. Solicitation & Distribution**

In order to ensure smooth operations, the School has established the following guidelines to be respected while at work. As long as it is done during non-working hours for all employees involved (such as meal periods or rest breaks), employees are permitted to engage in solicitation (i.e., asking for contributions, selling merchandise) anywhere on School premises, as long as it is done in a non-disruptive and inoffensive manner. Employees may only engage in distribution (i.e., handing out pamphlets, literature, petitions) during non-working hours for all employees involved and in non-working areas (such as the lunch room). Solicitation or distribution is not allowed in areas open to the public. Employees are prohibited from posting notices on the School bulletin board or in any other office location and from removing any items without management approval. The School may, at its discretion, authorize certain fund-raisers and collections for employee gifts. Employees who want to organize such an event, must obtain prior approval from the supervisor. Solicitation and distribution by non-employees is prohibited at all times on School property.

## **F. Inclement Weather/Emergency Closings**

At times, emergencies such as severe weather, fires, or power failures can disrupt School operations. The decision to close the office will be made by the CEO or designee. When the decision is made to close the office, employees will receive official notification from their supervisors. Time off from scheduled work due to emergency closings will be unpaid for all nonexempt employees. However, employees eligible for vacation may elect to utilize their available vacation hours in order to remain in paid status.

Employees are encouraged to listen to local news and radio reports. In general, the School will follow the decisions of the local community. Days that the School is closed due to inclement weather or other emergency may create a need to extend the work year or shorten holiday breaks.

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## Section VI: Health and Safety

All employees are responsible for their own safety, as well as that of others in the workplace. To help maintain a safe workplace, everyone must be safety-conscious at all times. In compliance with California law, and to promote the concept of a safe workplace, the School maintains an Injury and Illness Prevention Program.

In compliance with Proposition 65, the School will inform employees of any known exposure to a chemical known to cause cancer or reproductive toxicity. See the School's Safety Plan for more information.

### A. Student Safety

The effective employee is concerned for the welfare of students and takes measures to insure their welfare. Nevertheless, it is important to be aware of the possible consequences of negligence. The employee is responsible to act in a reasonable and prudent manner at all times. Specifically, the employee must do the following:

1. Never leave students unsupervised and ensure that another responsible adult is present when leaving students.
2. Require students to conduct themselves in an orderly, safe manner and administer such disciplinary actions as are reasonable and proper in any situation involving student misconduct.
3. Report any unsafe conditions to the supervisor so that it may be corrected.
4. Strictly adhere to all stated policy of the district and of the School.

Failure by employees to meet their responsibilities may have severe consequences (e.g., revocation of their license, criminal charges, etc.). Additionally, teachers may be held legally liable for negligence in the performance of their duties.

## **B. Employee Safety**

The School is committed to providing the resources necessary to develop, implement, and administer a safety program for the protection of its employees. All administrative personnel and employees are expected to meet their responsibilities to make the safety program effective and productive. Periodic reviews of the safety program will be conducted by administration to maintain its effectiveness.

All accidents, injuries, potential safety hazards, safety suggestions and health and safety related issues must be reported immediately to the supervisor, CEO, or HR. When reporting the injury, the employee should advise staff if emergency services should be involved, or if the injury requires medical attention. HR will help determine the best course of action. If an injury does not require medical attention, an Employer Report of Injury/Illness Form must still be completed in case medical treatment is later needed and to ensure that any existing safety hazards are corrected. The Employee's Claim for Worker's Compensation Benefits Form must be completed in all cases in which an injury requiring medical attention has occurred. The employer will immediately notify OSHA in the event the employee sustains a serious illness, injury, or exposure that results in hospitalization as per CalOSHA guidelines.

## **C. Transporting Students**

Employees are not permitted to transport students. In the event a student needs transportation for a school-related purpose, the School will arrange for transportation in coordination with the parent or guardian.

## **D. Employee Driving Policy**

MYA must ensure that risks to the School are minimized and ensure that only safe drivers are allowed to drive on School business. The Board requires that all employees who regularly drive as part of their job duties ("Driving Employees") meet minimum standards of safety and insurance, which must be verified by the School. Driving employees must obey all traffic laws and drive safely while on School business.

Positions requiring driving shall state such in the job description and staff will be required to maintain a valid driver's license and vehicle insurance in order to meet the minimum qualifications of the position and perform the essential duties of the role.-This policy covers all school employees and violation of the School's policy is grounds for discipline up to and including termination.

### **Driver's License and Insurance Coverage**

1. In order to operate a personal vehicle when used to perform MYA business, Driving Employees must have a valid driver's license and automobile insurance meeting the minimum standards established in this policy at all times. Evidence of the Driving Employee's driver's license and automobile insurance certificate will be kept on file. The Driving Employee is responsible for providing an updated driver's license and automobile insurance certificate whenever it expires or upon request. The Director or designee must be notified immediately if the Driving Employee no longer has a valid driver's license or insurance certificate.

Any Driving Employee whose driver's license or insurance certificate lapses or is canceled or revoked for any reason, and who cannot otherwise arrange for travel as required by their position, may be terminated or placed on inactive/unpaid status until the issue is remedied.

2. MYA requires that a Driving Employee carry the following insurance amounts and coverage:

Automobile Liability - \$100,000 per person; \$300,000 per occurrence

Property Damage - \$50,000 per occurrence

Medical Payments - \$5,000 per person

### **Notification of Traffic Violations Resulting in Criminal Convictions**

MYA receives notifications from the Department of Justice (DOJ) when an employee has been arrested and when there has been a conviction for a crime. Notification of a traffic violation resulting in a misdemeanor or felony charge will be discussed with the employee. Certain driving violations may be grounds for termination from a position that requires regular driving such as:

1. Attempting to evade a police officer
2. Driving with a revoked or suspended license
3. Hit and run
4. Speeding over one hundred (100) miles per hour
5. Reckless driving
6. Driving under the influence of drugs and alcohol

### **Responsibilities of Human Resources**

When recruiting for positions that require the employees to operate a vehicle, the posting notice shall advise applicants that a current driver's license record and verification of automobile insurance will be required prior to a final job offer.

### **Employee Responsibility**

Employees are responsible for maintaining driver's licenses and special certificates required for the performance of job duties. Employees are also responsible for promptly



notifying their supervisor of expiration, conviction, or other DMV actions against their driver's license or certificate by no more than five (5) business days from the occurrence.

### **Use of Electronic Devices While operating a Vehicle**

MYA recognizes staff members may spend a considerable amount of time driving for business purposes. It is the intention of the School to ensure all staff members are safe while driving a vehicle. Although hands-free options are available, it is the policy of the School to discourage employees from utilizing a cell phone or other electronic devices while operating a vehicle.

Distracted driving can be described as any visual, cognitive or manual distraction which takes attention away from the task of safe driving.

Employees are expected to follow all federal and state distracted driving laws. Employees who are charged with traffic violations resulting from the use of an electronic device while driving will be solely responsible for all liabilities that result from such actions.

The School highly encourages employees to use their best judgment and reserve all conversations conducted on an electronic device for when they are not in operation of a vehicle. It is recommended that employees find a safe location and park their vehicle prior to placing or accepting a telephone call. Texting while driving is prohibited. Voice texting while driving is strongly discouraged. Safety must come before all other concerns.

### **Revocation of Driving Privilege**

1. The Human Resources Director or designee will monitor the subsequent arrest notifications from the DOJ. Any Driving Employee who is convicted of a DUI, loses their driver's license or driving privilege, or is deemed to be a "negligent operator" by the DMV, and fails to make suitable arrangements for alternative transportation to maintain meetings as an essential function of their position will immediately be placed on unpaid administrative leave.
2. Seatbelts are an essential element of the School's safety procedures. To emphasize seat belt awareness, one (1) seatbelt violation while on MYA business will equate to a moving violation and may lead to disciplinary action. Repeat seatbelt violations could lead to termination of the at-will employment agreement.

### **Alternative Transportation**

All employees must make suitable arrangements to ensure timely attendance at all appointments that are essential job functions. With the advance approval of the Director or designee, the employee may be reimbursed the actual miles traveled using the Schools' current mileage reimbursement rate, for their travel using public transportation or rideshare service where a personal vehicle is not available or alternative transportation is not feasible. Driving Employees will not be reimbursed additional charges and expenses outside of the

actual miles traveled for utilizing a rental car, taxi, or rideshare service in the event that the employee's personal vehicle is unavailable.

Nothing in this policy is intended to replace the employer's responsibility to engage in the interactive process with an employee who has requested accommodation due to an illness, injury, or disability. The HR manager or designee will ensure compliance in all matters pertaining to this policy.

## E. Contagious Illnesses in the Workplace

The School realizes that employees with contagious temporary illnesses such as influenza (including COVID-19, H1N1 or Swine Flu), colds, and other viruses, or other communicable diseases may wish to continue with normal life activities, including working. In deciding whether an employee with an apparently short-term contagious illness or communicable disease may continue to work, the School considers several factors. The employee must be able to perform normal job duties, meet regular performance standards; and, in the School's judgment, pose no potential risk to the health or safety of the employee or others. If the School determines that an employee is unable to perform normal job duties; meet regular performance standards; or represents a potential risk to the health or safety of the employee or others, the School reserves the right to send the employee home and require the use of any available sick or vacation time, and if none is available the time would be unpaid. If an employee disagrees with the School's determination that such a risk exists, the employee must submit a statement from their attending healthcare provider that the employee's continued presence at work poses no significant risk to the employee, other employees, or students before they are allowed to return to work.

The following are general health and hygiene practices recommended by the Centers for Disease Control:

1. Stay home when sick. An employee should not return to work until they have been free of a fever for at least 24 hours.
2. Use proper etiquette: cover the cough or sneeze with a tissue or cough or sneeze into the elbow.
3. Wash hands often, especially after sneezing, coughing, or having contact with others. Alternatively, use a hand gel disinfectant and rub hands until the gel is dry.
4. Avoid touching eyes, nose, or mouth.
5. Ensure that general use office machines, such as shared computers, faxes, and copiers, are wiped down with disinfectant.
6. Healthy lifestyles are encouraged, including good nutrition, exercise, and adequate rest.

Supervisors will encourage employees to utilize paid sick and vacation if available to cover absences due to contagious temporary illnesses. Please contact HR regarding any questions about the possible contagious nature of any illness in the workplace.

The School will comply with all applicable statutes and regulations that protect the privacy of persons who have a contagious or communicable disease.

In the case of a pandemic (such as COVID-19, H1N1 or Swine Flu) or illness, the School may implement specific procedures through its emergency communication action plan including utilizing employees in essential operation positions; implementing controls and scheduling in the work environment; encouraging ill employees to stay home; modifying work schedules; implementing telecommuting; minimizing non-essential travel; social distancing (reducing frequency, proximity, and duration of contact between people); utilizing phone, email, and video-conferencing; personal protective equipment (PPE); and education and training on safe work practices, risk factors, and protective behaviors. Employees will be notified if the emergency communication action plan is implemented.

## F. Gun Violence Restraining Order

If an employee, parent, or student demonstrates a substantial likelihood of significant danger or harm to self or others, a gun violence restraining order petition may be filed. The petitioner may be an immediate family member, law enforcement officer, employer, co-workers with employer approval who regularly interact with the person, or an employee or teacher of a secondary or postsecondary school. A copy of the restraining order is to be submitted to human resources.

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## Section VII: Employee Wages and Benefits

### A. Wages

Several factors may influence the compensation for a position. Each position is defined by a broadly written job description that indicates the duties to be performed and the necessary knowledge, skills, and abilities for the assignment. These factors are reviewed when determining the appropriate compensation. Some of the items the School considers are the nature and scope of the job duties, what other employers pay their employees for comparable jobs (external equity), what the School pays their employees in comparable positions (internal equity), and individual work as well as performance. Wages are also affected by legislative changes and the State's economy, and may be adjusted upward or downward as changes occur.

Initial step placement will be based on related prior experience, with a maximum entry placement of step five. The Director is given authority to offer a higher entry step placement in areas of shortage such as math, science, or special education in order to secure highly qualified candidates for positions. Step advances will be considered for employees

who remain in paid status for at least 75% of the work year calendar. Consideration for step advancement will also be based upon the School's budget solvency, successful employee performance, and any other relevant factors.

The employee's performance review will usually be conducted on or about the end of the fiscal year. A positive performance review will not necessarily result in a change in compensation.

## **B. Stipends**

Stipends may include supplies, cell phone/internet, and/or mileage. Stipends may also be issued for performing specific additional job duties. Stipends may be evenly distributed across the employee's pay periods or issued at the time the services are rendered. All stipends will be reviewed annually.

## **C. Paydays**

All salaried exempt employees are paid on the 26<sup>th</sup> of the month. In the event that a regularly scheduled payday falls on a weekend or holiday, employees will receive pay on the prior day of operation.

Hourly and salaried nonexempt employees are paid on the 10<sup>th</sup> and 26<sup>th</sup> of each month. Hours worked from the 16<sup>th</sup> through the last day of each month will be paid on or before the 10<sup>th</sup> of each month. Hours worked from the 1<sup>st</sup> through the 15<sup>th</sup> of the month will be paid on or before the 26<sup>th</sup> of each month. For more information on pay periods, please contact HR.

Paychecks will not, under any circumstances, be given to any person other than the employee without written authorization. Employees will be paid through manual checks or through direct deposit of funds to savings or checking accounts at their bank of choice (providing the bank has direct deposit capability). To activate direct deposit, a Direct Deposit Authorization form may be obtained from HR. Due to banking requirements it may take several weeks for activation of the direct deposit.

Every effort is made to avoid errors in calculating and distributing paychecks. Employees should inform HR if they believe an error has been made or pay has not been received. HR will take steps to research the problem and endeavor to make any necessary corrections as soon as possible or at least by the next regular pay day.

## **D. Payroll Withholdings**

As required by law, the School shall withhold Federal Income Tax, State Income Tax, Social Security (FICA) for non-credentialed employees, CalSTRS for eligible

Teachers/Administration and State Disability Insurance from each employee's pay as follows:

1. Federal Income Tax Withholding: The amount varies with the number of exemptions the employee claims and the gross pay amount.
2. State Income Tax Withholding: The same factors which apply to federal withholdings apply to state withholdings.
3. For non-credentialed employees: Social Security (FICA) - The Federal Insurance Contribution Act requires that a certain percentage of employee earnings be deducted and forwarded to the federal government, together with an equal amount contributed by the School. The current tax rate is used in the calculation. Each party is responsible for contributing. Eligible credentialed employees participating in CalSTRS do not contribute to Social Security.
4. State Disability Insurance (SDI): This state fund is used to provide benefits to those out of work because of illness or disability.
5. For credentialed employees contributions will be deducted and remitted to California State Retirement System (CalSTRS). The CalSTRS is a special trust fund established by California law. Per the guidelines of CalSTRS, the school will abide by membership eligibility. A contribution withdrawal begins with the first pay period. This contribution is in lieu of Social Security withholding tax from the paycheck. Additionally, the School contributes into the CalSTRS fund. All employee and employer contributions are determined by CalSTRS. Further information regarding CalSTRS accounts can be found at [www.CalSTRS.com](http://www.CalSTRS.com).
6. For all employees participating in employee benefits offerings such as health insurance, the employee contribution for benefits (the amount that exceeds the employer's contribution towards benefits) will be deducted from the employee's paycheck. The amount will be discussed and approved prior to the deduction being made. Please reference "Employee Cost Sharing" under "Employee Benefits" section of the Handbook for more information.

Every deduction from the paycheck is explained on the paystub, which will be available in the HR/Payroll Information System. If any deduction is unclear, contact HR.

All Federal, State, and Social Security taxes will be automatically deducted from paychecks. Federal and State Withholding Tax deduction is determined by the employee's W-4 (Federal) and DE-4 (State) forms. The W-4 and DE-4 forms are to be completed upon hire. The employee may change the number of withholding allowances they wish to claim for Federal Income Tax purposes at any time in the HR information system by updating their W-4 and DE-4 withholdings.

At the end of the calendar year, a "withholding statement" (W-2) will be prepared and provided to each employee for use in connection with preparation of income tax returns.

The W-2 shows Social Security information, taxes withheld, and total wages.

While the School strives to process payroll correctly, an error may occur from time to time. If this happens, every effort will be made to correct the problem as quickly as possible and to avoid future errors of a similar nature. Employees will not be subjected to discrimination, harassment, or retaliation for coming forward with a complaint or question about their paycheck.

## E. Wage Attachments and Garnishments

When an employee's wages are garnished by court order, the School is legally bound to withhold the amount indicated in the garnishment order from the employee's paycheck. The School will, however, honor the Federal Consumer Credit Protection Act, which places restrictions on the total amount that may be garnished from an employee's paycheck.

## F. Employee Benefits

The School is committed to providing quality and cost effective benefit options (e.g. health, dental, vision, and life insurance) for eligible employees as part of the total employee compensation. Benefit eligibility may be dependent upon employee classification (full-time versus part-time, for example). Benefit eligibility requirements may also be imposed by the School and/or plans themselves. Policies, provisions and procedures that govern the organization's benefit program apply to all regular full-time and part-time employees, whether exempt or nonexempt status, unless otherwise noted in the employment agreement.

### 1. Employee Cost Sharing

Voluntary employment benefits, those benefits that are not mandated by state or federal law, are selected and controlled by the School. Decisions to provide and continue providing these benefits are based on such considerations as cost, composition of the workforce, operational efficiency, and desirability of benefit provisions. Where costs of discretionary insurance benefit plans exceed the School's interest, ability, or willingness to pay the full premium rate to maintain the current benefit level, employees may be required to share in the cost in order to continue the insurance plan coverage.

Exempt (FTE)	Non-Exempt (Hours per Week)	*Tiered Benefit Stipends (for Health, Dental, and/or Vision)
.75+ FTE	30+ hours	\$1,500/month
.50 - .74 FTE	20-29 hours 14-21 Students	\$900/month
.49 FTE or less	19 hours or less 13 or less student	not eligible

*A review of all teachers' student counts is conducted in September and February each school year for the purpose of establishing benefit eligibility. This review is called the benefits snapshot. Additionally, HR § 111 review the student counts on the teachers roster as of the 15<sup>th</sup> of each month in order to provide benefits to anyone who becomes eligible. If a teacher is deemed eligible for benefits based on their student count, they will be provided the opportunity to enroll in benefits with a <sup>Powered by BoardOnTrack</sup> of the following month. Benefits eligibility would then remain in place until the next snapshot review.*

## **2. Benefit Design and Modification**

The School reserves the right to design plan provisions and to add, eliminate, or in other ways modify any School provided benefits described in this handbook or elsewhere in plan documents, where and when it is deemed in the School's best interest to do so. These benefits are subject to change depending on management decisions and resources.

## **3. Benefit Plan Documents**

Employees will be provided with summary plan descriptions upon eligibility and enrollment. The benefit programs are explicitly defined in legal documents, including insurance contracts, official plan texts, and trust agreements. In the event of a conflict between these documents and this policy, the plan documents will govern. All of these official documents are readily available from HR for review. Questions about this information should be directed to HR.

## **4. Right to Modify**

The School reserves the right to amend, modify or terminate, in whole or in part, any or all of the provisions of the benefit plans described herein, including any health benefits that may be extended to retirees and their dependents to the extent allowed by law. Notice of any such changes will be provided, as required by law. Further, the School reserves the exclusive right, power and authority to administer, apply and interpret the benefit plans described herein, and to decide all matters arising in connection with the operation or administration of such plans, to the extent allowed by law. This section is subject to change in accordance with changes in the law.

## **5. Changes in Health Benefits**

Employees may make changes to their plans outside of open enrollment if they experience a Qualifying Life Event (QLE). Examples of such events include marriage, divorce, birth, adoption, loss of coverage, etc. An employee has 30 days from the date of the QLE to notify human resources and enroll in or make changes to their health plan.

For more complete information regarding any of the benefit programs, please contact HR.

## **6. COBRA Benefits**

The Federal Consolidated Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, or death of an employee, a reduction in an employee's hours, leave of absence, divorce or legal



separation, and a dependent child no longer meet eligibility requirements.

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

## **7. Look-back Measurement Method - Seasonal and Variable Hour Employees**

For seasonal employees as well as part time employees hired to work less than 20 hours per week the School will use a look-back measurement method to determine benefit eligibility status.

This method is used to determine the benefits eligibility status of an employee by looking back over a defined period of time (12 months) to determine if the employee averaged at least 20 hours per week during that period.

The initial measurement period begins on the first day of the calendar month following the employee's start date.

An administrative period of 60 days in addition to the initial measurement period will be used to determine if an employee has satisfied the requirement of an average of 20 hours per week to be eligible for coverage.

A stability period (designated period where coverage must be offered) of 12 months will be offered to all individuals identified as employees working at least 20 hours per week on average during the measurement period.

After a new variable-hour or seasonal employee has been employed for a standard measurement period, the employee is considered to be an ongoing employee and will have their hours measured from open enrollment or plan year.

## **G. Retirement Plan Offerings**

The School is committed to providing retirement benefits to the employees. Plan details may be obtained through HR.

### **403(b)/457(b) Deferred Compensation Plan**

All employees can open a 403(b) and/or 457(b) account and make employee contributions through payroll deductions.

### **Employer Contributions**

The employer contribution towards a deferred benefit plan is based on an eligible employee's active contribution to a 403(b) or 457(b) account. Eligible employees must open a 457(b) account in order to receive the employer contributions. The employer

contribution will be made to the employee's 457(b) account in an amount not to exceed a matching contribution up to 5% of the employee's base annual salary. Eligible employees are immediately vested in employer contributions. Seasonal employees are not eligible for employer contributions.

**Classified Employees:** To be eligible for an employer contribution, a classified employee must work at least 20 hours/week.

**Certificated Employees:** To be eligible for an employer contribution, a certificated employee must serve a minimum number of students, work at least 20 hours/week, or have an assignment at least 0.5 FTE.

## H. Expense Reimbursement Process

### 1. Supplies

Due to the virtual nature of this business, it may sometimes be most practical for employees to initiate purchases locally and be reimbursed for those expenses. Reasonable, actual business expenses incurred by employees for the purpose of conducting business on behalf of the School shall be reimbursed upon approval. Pre-approval by a supervisor is required in the event the employee wishes to purchase an item.

### 2. Travel

The School will only reimburse actual and necessary expenditures for staff. Attendees shall be held accountable for good judgment regarding expenditure of tax dollars. All expenditures must have scanned copies of itemized original receipts, regardless of the amount. The School shall not reimburse personal travel expenses including, but not limited to, alcohol, entertainment, laundry, expenses of any family member who is accompanying the employee on school-related business, personal use of an automobile, and personal losses or traffic violation fees incurred while on school business. Factors such as variances in regional costs, travel duration and extenuating circumstances will be considered when approving travel reimbursement. In addition to those items listed below, associated travel fees such as parking fees, taxis/shuttles, and luggage handling are reimbursable expenses.

Employees are pre-approved to expense those costs associated with traveling for school-related purposes including testing and professional development. Scanned copies of original itemized receipts are required for reimbursement.

### 3. Mileage

The mileage reimbursement rate is based on the rate established by the Internal Revenue Service. All Employees are required to submit reimbursement for mileage through the

payroll system.

#### **4. Hotel Rooms**

Lodging shall be for those days associated with attending the activity, including, if necessary, the night before. Good judgment shall be used to seek the most reasonable accommodations. Hotel rooms are reimbursed for employees traveling over 120 miles one way. A hotel stay for a distance less than 120 miles must have prior approval. Hotel rooms must be under \$125 per night before taxes. If an employee chooses to stay at a hotel that exceeds this, when a hotel within price range and a 15 mile radius is available, the balance above and beyond must be deducted from the total expense on the expense report. If a hotel is not available within this price range, pre-approval of the expenditure is required. Upon checkout from the hotel, the employee must obtain and submit a zero-balance sheet in order to be reimbursed for a hotel charge.

#### **5. Meals**

Employees who are required to work or participate in training away from the regular work location may be reimbursed the cost of meal(s). Meals provided in conjunction with conferences, workshops, seminars, meetings that exceed these amounts are excluded from these limitations. No meals will be reimbursed for meals provided at/during the conference/training.

The reimbursement rates are: \$15 for breakfast, \$20 for lunch, \$30 for dinner plus service gratuity maximum of 18%. The total amount reimbursed for meals per day will not exceed \$65. Alcohol is not reimbursable and must be deducted from any reimbursement requests. If an employee exceeds the allotment for meal expenses, the balance above the daily allocation will be deducted from the total expense on the expense report.

#### **6. Postage**

Employees will be reimbursed for any postage related expense requested by the School. Employees must get pre approval from a supervisor for shipping expenses and must discuss the best shipping method with the supervisor.

#### **7. Procedure for Expensing**

Employees must have pre-approval prior to making any purchases that will warrant reimbursement. Approval may be obtained by sending an email to the CEO or Director with a short description of what will be purchased.

Expense reimbursements must be submitted in the payroll system within thirty (30) days of the charge. Expense reports submitted after this time may not be reimbursed within the current cycle and/or may be delayed and processed in the next cycle.

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## Section VIII: Leaves, Vacation, and Holidays

### A. Healthy Workplaces/Healthy Family Act of 2014

The School, in compliance with the Healthy Workplaces/Healthy Family Act of 2014 (AB 1522), allows all full time and part time employees who work at least 30 days within a year in California to accrue paid sick leave hours. Accrual begins on the first day of employment. The employee must work at least 30 days before taking any available accrued sick leave.

### B. Paid Sick Leave

Paid sick leave may be used for an employee's own illness, for preventative care or diagnosis, care or treatment of an existing health condition, or time off to care for an ill or injured family member or dependents, which include children, parents, spouse, registered domestic partner, grandparents, grandchildren, siblings and those related to the employee by blood or affinity equivalent. Sick leave may also be used when an employee needs to manage matters surrounding domestic violence, sexual assault, stalking or when their worksite or their child's school or daycare closed due to public health emergencies. Except

In the case of an illness or emergency, sick leave must be requested at least five (5) days in advance by submitting the request through the payroll system. In the case of an illness or emergency, sick leave must be requested for pay through the payroll system before the end of the current pay period. Employees using extended sick leave (in excess of 5 days) must submit a request at least two weeks before the extended leave. Additionally, Employees must notify their supervisor (via email or phone) when requesting or taking sick leave.

Employees requesting sick leave may be required to submit a health care provider's statement or, in cases of individuals with sincerely held religious beliefs in faith healing or comparable religious practices, a statement authorized under EEOC guidelines, stating the reason for absence and dates of illness. Employees absent more than five (5) days may be required to submit a health care provider's statement or note that the employee is fit for return to service.

Employees will be paid their regular compensation when using paid sick days. Sick leave hours will not be advanced ahead of the earned accrual.

Employees may use sick leave in thirty minute minimum increments, which will be deducted from the employee's accrual balance. Employees are not required to find a replacement for their work while taking protected sick time. Paid sick day balances are

available for employee review through the payroll system and on pay stubs. For all hours submitted as sick leave, the time will be uninterrupted and the work day schedule will not need to be adjusted to accommodate the absence.

Any unused sick hours will roll over from year to year. Sick leave hours will not be advanced to an employee ahead of the earned accrual rate. Accrued, but unused sick days are not paid out by the School at the time of separation. However, employees who terminate employment and are rehired within one (1) year of termination (or 6 months for employees working in the city of San Diego) regain their previously unused accrued sick leave.

Any employee who continues to be absent after their sick leave accrual has been exhausted may have a payroll deduction equivalent to the number of hours absent. Salaried employees will only have full day absences deducted from their paycheck once their sick leave accrual is exhausted.

### 1. Paid Sick Leave - Full Time Employees

The School provides sick pay for full time employees who regularly work a minimum of 30 hours per week. All full time classified, non-teaching certificated and special education certificated employees accrue one (1) sick day per month in paid status. Nonexempt employees are paid semi-monthly, and will accrue the equivalent of one half day per pay period. All employees who fall under this accrual method are guaranteed to accrue a minimum of 24 hours by the 120<sup>th</sup> day of employment and subsequent accrual years in accordance with State law.

<b>Certificated Sick Accrual</b> <i>Full Time Certificated Employees</i>					
Sick Leave	Student Count or FTE	Hours Worked Per Week	Non-Exempt: Per Pay Period	Exempt: Per Pay Period	Total Sick Hours Accrued Monthly
Tier 2	22 students or .75 to 1.0 FTE	30+ hours	4/4	8	8

<b>Classified Sick Accrual</b> <i>Full Time Classified Employees</i>
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Sick Leave	FTE	Hours Worked Per Week	Non-Exempt: Per Pay Period	Exempt: Per Pay Period	Total Sick Hours Accrued Monthly
Tier 2	.75 to 1.0	30+ hours	4/4	8	8

## 2. Paid Sick Leave - Part Time, Per Diem, Seasonal, and Temporary Employees

The School provides all part-time, per diem, seasonal and temporary employees who work at least 30 days in California within a year with at least 24 hours (3 days) of paid sick leave in a 12 month period. Employees will be paid at their regular hourly rate when they take paid sick leave.

Employees start accruing hours on the first day of employment and must work for 30 days before they can take sick leave. Employees earn at least 1 hour of paid leave for every 30 hours worked. Employees may accrue more than 24 hours (3 days) of paid sick leave in a year. Sick leave accrual will be capped at 80 hours (10 days), in compliance with both state and city ordinances.

Sick Accrual					
<i>Part Time, Per Diem, Seasonal, and Temporary Employees</i>					
Sick Leave	Full Time Equivalent (FTE)	Hours Worked Per Week	Non-Exempt: Per Pay Period	Exempt: Per Pay Period	Total Sick Hours Accrued
					Monthly
Tier 1	.50 - .74	20-29	3/3	6	6
CASL	.49 or less	19 or less	2/2		4

## C. California State Benefits

California State Disability Insurance (SDI) is funded through employee contributions and is designed to provide eligible workers with partial wage replacement when taking time off work for their non-work-related illness or injury, pregnancy, or childbirth.

California Paid Family Leave (PFL) provides employees residing in the State of California with the ability to access their State Disability Insurance for partial wage replacement benefits to care for a seriously ill child, parent, parent-in-law, grandparent, grandchild,

sibling, spouse, or registered domestic partner, or to bond with a new child by birth, adoption, or foster care placement.

PFL Military Assist benefits are available to eligible employees who request time off work to participate in a qualifying event due to the military deployment of their spouse, registered domestic partner, parent, or child to a foreign country.

Employees must notify HR of their plan to take leave and the reason for taking leave according to the School's policy. HR is available to assist employees with applying for State Disability benefits through the Employment Development Department. Employees may be eligible to receive PFL benefits while on a leave of absence to care for a seriously ill family member or for baby bonding. Employees are not eligible for PFL benefits when on PDL, FMLA, or CFRA leave for their own serious health condition.

PFL is not a guaranteed right to a leave of absence, and employees taking PFL or PFL Military Assist are not provided job protection rights or a right to return to the same position following their absence.

## D. Pregnancy Disability Leave (PDL)

An employee may take pregnancy disability leave (PDL) if the employee is disabled because of pregnancy, childbirth, or a related medical condition, including prenatal care and severe morning sickness. The length of leave is dependent on a medical certification and the duration may be up to 17 1/3 weeks or the equivalent number of days the employee would normally work within the same period. Intermittent leave or a reduced work schedule may be taken.

### **Employee Eligibility Criteria**

To be eligible for pregnancy disability leave, the employee must be disabled by pregnancy, childbirth, or related medical condition and must provide appropriate medical certification concerning the disability.

### **Events That May Entitle an Employee to Pregnancy Disability Leave**

The 17 1/3 week pregnancy disability leave allowance includes any time taken (with or without pay) for any of the following reasons:

- The employee is unable to work at all or is unable to perform any one or more of the essential functions of their job without undue risk to self, the successful completion of pregnancy, or to other persons because of pregnancy or childbirth, or because of any medically recognized physical or mental condition that is related to pregnancy or childbirth (including severe morning sickness); or



- The employee needs to take time off for prenatal care.

### **Duration of Pregnancy Disability Leave**

Pregnancy disability leave may be taken in one or more periods, but not to exceed four months total. "17 1/3 weeks" means the number of days the employee would normally work within that period. For example, a full-time employee who works five eight hour days per week, four months means 88 working and/or paid eight hour days of leave entitlement based on an average of 22 working days per month for four months.

PDL will run concurrently with other applicable leaves, such as FMLA leave. The 12-month look-back period will apply to all leaves granted concurrently.

### **1. Pay During Pregnancy Disability Leave**

An employee on pregnancy disability leave may use all accrued paid sick leave at the beginning of any otherwise unpaid leave period. The receipt of sick leave pay, or state disability insurance benefits will not extend the length of pregnancy disability leave.

Sick pay will accrue during any period of unpaid pregnancy disability leave only until the end of the month in which the unpaid leave began. For example, an employee who delivers their baby on March 5 and goes out on leave on that date, would earn one day of sick leave for the month of March. Accrual for leave would be suspended until the employee returns from leave. All sick leave will be applied starting with the first day of absence until the leave is exhausted.

### **2. Health Benefits**

The provisions of various employee benefit plans govern continued eligibility during pregnancy disability leave and these provisions may change from time to time. When a request for pregnancy disability leave is granted, the School will give the employee written confirmation of the arrangements made for the payment of insurance premiums during the leave period.

If the employee takes pregnancy disability leave and is eligible under the Family Medical Leave Act (FMLA), the School will maintain group health insurance coverage for up to a maximum of 12 workweeks (if such insurance was provided before the leave was taken) on the same terms as if the employee had continued to work after PDL ended. Leave taken under the pregnancy disability policy runs concurrently with FMLA under federal law, but not California Family Rights Act (CFRA). If the employee is ineligible under the federal and state family and medical leave laws, while on pregnancy disability they will receive continued paid coverage on the same basis as other medical leave that the School may provide and for which the employee is eligible, such as continued PDL. In some instances, the School may recover premiums it paid to maintain health coverage for the employee if

they fail to return to work following pregnancy disability leave.

### **3. Medical Certifications**

An employee requesting a pregnancy disability leave must provide a medical certification from their healthcare provider on a form supplied by the School. Failure to provide the required certification in a timely manner (within fifteen (15) days of the leave request) may result in a denial of the leave request until such certification is provided.

Re-certifications are required if leave is sought after expiration of the time estimated by the healthcare provider. Failure to submit required re-certifications can result in termination of the leave.

### **4. Requesting and Scheduling Pregnancy Disability Leave**

An employee should request pregnancy disability leave by contacting HR.

The employee should provide at least thirty (30) days notice or as long of notice as is practicable, if the need for the leave is foreseeable.

Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.

Pregnancy disability leave may be taken intermittently or on a reduced leave schedule when medically advisable, as determined by the employee's healthcare provider.

If an employee needs intermittent leave or leave on a reduced schedule that is foreseeable based on planned medical treatment, the employee may be transferred temporarily to an available alternative position for which the employee is qualified, which has equivalent pay and benefits that better accommodates recurring periods of leave than the employee's regular position.

In most cases, the School will respond to a pregnancy disability leave request within two (2) days of acquiring knowledge that the leave qualifies as pregnancy disability and, in any event, within ten (10) days of receiving the request. If a pregnancy disability leave request is granted, the School will notify the employee in writing and leave will be counted against the employee's pregnancy disability leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

### **5. Return to Work**

An employee on pregnancy disability leave remains an employee of the School and a leave will not constitute a break in service. When an employee returns from pregnancy disability

leave, the employee will return to their original job or an equivalent job with equivalent pay, benefits, and other employment terms and conditions as when the leave commenced.

If the employee is not reinstated to the original position, the employee will be reinstated to a comparable position unless there is no comparable position available or a comparable position is available, but filling that position with the returning employee would substantially undermine the School's ability to operate the business safely and efficiently. A "comparable" position is a position that involves the same or similar duties and responsibilities and is virtually identical to the employee's original position in terms of pay, benefits, and working conditions.

## **6. Employment During Leave**

An employee on pregnancy disability leave may not accept employment with any other employer without the School's written permission. An employee who accepts such employment will be deemed to have resigned from employment with the School.

## **7. Lactation Accommodation**

The School will provide a lactation break for a reasonable amount of time to accommodate an employee's need to express breast milk. Employees in need of lactation breaks should contact their supervisor and human resources to allow for the School to determine a private space and ensure the reasonable time for breaks is provided. Human Resources and the supervisor will assist the employee in identifying a proper location that is close to the employee's work area, shielded from view, and free from intrusion. Additionally, where applicable, the School will provide access to a sink with running water and a refrigerator for storing breast milk.

The lactation break shall, if possible, run concurrently with any rest break or meal period already provided to the employee. For non-exempt staff, any additional time needed to express milk outside of the normal rest break and meal period is to be off the clock. If the employee needs additional time past the breaks typically provided in a day, the employee should contact their supervisor and human resources. If a space and break is not provided when requested, please contact human resources.

## **E. Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA)**

The School complies with the federal Family and Medical Leave Act ("FMLA") and the California Family Rights Act ("CFRA"). The following information provides employees with a general description of their FMLA and CFRA rights.

## Calculating 12-Month Period for FMLA and CFRA

For purposes of calculating the 12-month period during which 12 weeks CFRA or qualifying exigency leaves may be taken, the School uses the "rolling" method also known as the look back method. For example, if an employee begins their leave on March 5, the look back period is 12 months from that date.

Under some circumstances, leave under FMLA and CFRA may run at the same time and the eligible employee will be entitled to a total of 12 weeks of family and medical leave in the designated 12-month period. Accrued sick leave will be paid to the employee starting with the first day of absence until exhausted and will run concurrently with FMLA and/or CFRA leave.

For leave to care for a covered service member, the 12-month period begins on the first day of the leave, regardless of how the 12-month period is calculated for other leaves. Leave to care for a covered service member is for a maximum of 26 workweeks during a 12-month period.

Leave granted under any of the reasons provided by state and federal law will be counted as FMLA and/or CFRA leave and will be considered as part of the 12-workweek entitlement (26-work week entitlement if leave is to care for a service member) in a 12-month period. The 12-month period is measured forward from the date any employee's first FMLA/CFRA leave begins. Successive 12-month periods commence on the date of an employee's first use of such leave after the preceding 12-month period has ended. No carryover of unused leave from one 12-month period to the next 12-month period is permitted.

## Pregnancy, Childbirth or Related Conditions Under FMLA, CFRA and PDL

Time off due to pregnancy disability, childbirth or related medical condition falls under pregnancy disability leave (PDL) and FMLA leave and is not concurrent with CFRA leave. Employees who may not be eligible for FMLA leave may still be eligible for leave under PDL. Once the pregnant employee is no longer disabled, or once the employee has exhausted PDL and has given birth, they may apply for leave under CFRA, for purposes of baby bonding.

## 1) FAMILY MEDICAL LEAVE ACT

### Employee Eligibility Criteria

FMLA leave provides up to 12 workweeks of unpaid, job protected leave within a 12-month period, under the following conditions:

- The employee must have been employed by the School for at least twelve (12)

months,

- The employee has worked at least 1,250 hours during the previous 12-month period before the need for leave; and
- The employee is employed at a location where the School has at least fifty (50) employees within a seventy-five (75) mile radius, except for purposes of baby-bonding where the threshold is twenty (20) employees.

FMLA leave may be taken for one or more of the following reasons:

1. The birth of the employee's child, or placement of a child with the employee for adoption or foster care. When both parents are employed by the School, and request simultaneous leave for the birth or placement for adoption or foster care of a child, the School will not grant more than a total of 12 workweeks of FMLA leave for this reason.
2. Due to the employee's own serious health condition causing the employee to be unable to perform one or more of the essential functions of their job. This excludes a disability caused by pregnancy, childbirth, or related medical conditions, as they are covered by the School's pregnancy disability policy.
3. To care for the employee's family member including a spouse, registered domestic partner, child, or parent who has a serious health condition or military service-related injury. When an employee is providing care for an injured spouse, child, parent, or next of kin who is a covered Armed Forces service member, the employee may take a maximum of twenty-six (26) weeks of FMLA leave in a single twelve (12) month period.

#### Intermittent Leave under FMLA

Full-time employees may take leave of up to 12 workweeks in a rolling 12-month period. Part-time employees may take leave on a proportional basis. The leave does not need to be taken in one continuous period of time. Under FMLA, the employee must have the School's agreement to take intermittent leave.

## **2) CALIFORNIA FAMILY RIGHTS ACT**

The Fair Employment and Housing Act (FEHA), enforced by the Department of Fair Employment and Housing (DFEH), contains family care and medical leave provisions for California employees. CFRA applies to all employees of the state of California and any other political or civil subdivision of the state and cities, regardless of the number of employees.

#### Employee Eligibility Criteria

CFRA leave provides up to 12 workweeks of unpaid, job protected leave within a 12-month period, under the following conditions:

- The employee has more than 12 months of service.

- The employee has worked at least 1,250 hours during the previous 12-month period before the need for leave; and
- The employee is employed at a worksite where there are 5 or more employees within a 75 mile radius.

CFRA leave may be taken for one or more of the following reasons:

1. The birth of the employee's child, or placement of a child with the employee for adoption or foster care. If the School employs both parents of a child, it will grant up to 12 weeks of leave to each employee.
2. To care for the employee's parent, parent-in-law, spouse, registered domestic partner, child, grandparent, grandchild, sibling, or designated person who has a serious health condition.
3. For a serious health condition that renders the employee unable to perform their job.
4. To care for the employee's family member including a spouse, registered domestic partner, child, parent, or designated person who has a military service-related injury. When an employee is providing care for an injured spouse, child, parent, or next of kin who is a covered Armed Forces service member, the employee may take a maximum of twenty-six (26) weeks of CFRA leave in a single twelve (12) month period.

#### Intermittent Leave under CFRA

Full-time employees may take leave of up to 12 workweeks in a rolling 12-month period. Part-time employees may take leave on a proportional basis. The leave does not need to be taken in one continuous period of time. Employees do not need the School's agreement to take intermittent bonding leave. In the case of intermittent leave, the employee may be required to use such leave in two-week minimum increments, with an exception for shorter increments on at least two occasions.

### **3) Process For Requesting FMLA/CFRA LEAVE**

#### Leave Procedures

The following procedures shall apply when an employee requests leave:

The employee must contact HR as soon as the need for the leave is realized.

If the leave is based on the expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition of the employee or an eligible family member per FMLA or CFRA, the employee must notify the School at least 30 days before the leave is to begin. The employee must consult with their supervisor regarding scheduling of any planned medical treatment or supervision in order to minimize disruption to the operations of the School. Any such scheduling is subject to the approval

of the health care provider of the employee or the health care provider of the applicable family members.

If the employee cannot provide 30 days' notice, the School must be informed as soon as is practical. Notice can be written or verbal and should include the timing and the anticipated duration of the leave, but the School does not require disclosure of an underlying diagnosis. The School will respond to a leave request within 5 business days. The School requires written communication from the health-care provider stating the reason for the leave and the probable duration of the condition. However, the health care provider may not disclose the underlying diagnosis without the consent of the patient.

If the FMLA/CFRA leave request is made because of the employee's own serious health condition, the School may require, at its expense, a second opinion from a health care provider that the School chooses. The health care provider designated to give a second opinion will not be one who is employed on a regular basis by the School.

If the second opinion differs from the first opinion, the School may require, at its expense, the employee to obtain the opinion of a third health care provider designated or approved jointly by the employer and the employee. The opinion of the third health care provider shall be considered final and binding on the School and the employee. While waiting for a second or third opinion, the employee is provisionally entitled to FMLA/CFRA leave.

The School requires the employee to provide certification within 15 days of any request for FMLA/CFRA, unless it is not practicable to do so. The School may require recertification from the health care provider if additional leave is required. For example, if an employee needs two weeks of family and medical leave, but following the two weeks needs intermittent leave, a new medical certification will be requested and required. If the employee does not provide medical certification in a timely manner to substantiate the need for leave, the School may delay approval of the leave, or continuation thereof, until certification is received. If certification is never received, the leave may not be considered family and medical leave.

If the leave is needed to care for approved family members per FMLA/CFRA, the employee must provide a certification from the health care provider stating:

1. Date of commencement of the serious health condition;
2. Probable duration of the condition;
3. Estimated amount of time for care by the health care provider; and
4. Confirmation that the serious health condition warrants the participation of the employee.



### Certification

If an employee cites their own serious health condition as a reason for leave, the employee must provide a certification from the health care provider stating:

- Date of commencement of the serious health condition;
- Probable duration of the condition; and
- Inability of the employee to work at all or perform any one or more of the essential functions of their position because of the serious health condition.

The School will require certification by the employee's health care provider that the employee is fit to return to their job. Failure to provide certification by the health care provider of the employee's fitness to return to work may result in denial of reinstatement for the employee until the certificate is obtained.

## 4) Pay and Benefits Under FMLA/CFRA

### Health and Benefit Plans

The School provides health benefits under a group plan, and will therefore continue to make these benefits available during the leave if the employee is enrolled in the group plan. An employee taking FMLA/CFRA leave will be allowed to continue participating in any health and welfare benefit plans in which they were enrolled before the first day of the leave (for a maximum of 12 workweeks, or 26 workweeks if the leave is to care for a covered service member) at the level and under the conditions of coverage as if the employee had continued in employment for the duration of such leave. The School will continue to make the same premium contribution as if the employee had continued working. The continued participation in health benefits begins on the date leave first begins. In some instances, the School may recover from employee premiums paid to maintain health coverage if the employee fails to return to work following family/medical leave. An employee is deemed to have "failed to return from leave" if they do not return following the leave of absence, or work less than thirty (30) days after returning from leave. Employees on pregnancy disability leave will be allowed to continue to participate in group health coverage for up to a maximum of four months (or for the approved time) of pregnancy disability leave (if such insurance was provided before the leave was taken) on the same terms as if the employee had continued to work. The employee will also continue to make premium payments, if applicable, based on the payment schedule outlined in the premium payment letter. They will then be able to remain on benefits for any time taken under approved FMLA/CFRA leave if they are eligible for those leaves. Payment is due when it would be made by payroll deduction.

### Substitution of Paid Leave

Generally, FMLA/CFRA leave is unpaid. The School is not required to pay employees during FMLA/CFRA leave and may require an employee to use accrued vacation time or other accumulated paid leave other than sick time. If the FMLA/CFRA leave is for the employee's own serious health condition the use of sick time is required and will run concurrent with FMLA/CFRA leave.

#### Time Accrual

Sick pay will accrue during any period of unpaid disability leave only until the end of the month in which the unpaid leave began. For example, an employee who delivers their baby on March 5 and goes out on leave on that date, would earn one day of sick leave for the month of March. Accrual for leave would be suspended until the employee returns from leave. All sick leave will be applied starting with the first day of absence until the leave is exhausted.

#### COBRA Benefits

If an employee requires additional leave after all protected leaves have been exhausted (PDL, FMLA, CFRA), they will be eligible for continued benefits through COBRA.

### **5. Reinstatement Upon Return From FMLA/CFRA**

Under most circumstances, upon return from FMLA/CFRA leave, an employee will be reinstated to their original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. However, an employee has no greater right to reinstatement than if they had been continuously employed rather than on leave. For example, if an employee on FMLA/CFRA leave would have been laid off had they not gone on leave, or if the employee's job is eliminated during the leave and no equivalent or comparable job is available, then the employee would not be entitled to reinstatement. In addition, an employee's use of FMLA/CFRA leave will not result in the loss of any employment benefit that the employee earned before using family/medical leave.

Reinstatement after FMLA leave may be denied to certain salaried "key" employees under the following conditions:

- 1) An employee requesting reinstatement was among the highest-paid 10 percent of salaried employees employed within 75 miles of the work site at which the employee worked at the time of the leave request;
- 2) The refusal to reinstate is necessary because reinstatement would cause substantial and grievous economic injury to the School's operations;
- 3) The employee is notified of the School's intent to refuse reinstatement at the time the School determines the refusal is necessary; and
- 4) If leave has already begun, the School gives the employee a reasonable opportunity to return to work following the notice described previously.

Under CFRA, the School will reinstate "key" employees.

Employees should contact HR for additional information about eligibility for FMLA, CFRA or PFL.

## **F. Bereavement Leave**

The School grants leave of absence to benefited employees (employees with at least 50% employment) in the event of the death of the employee's current spouse, child, parent, parents-in-law, legal guardian, brother, sister, grandparent, grandchild, or mother, father, sister, brother, son-in-law, or daughter-in-law, step-parents, foster parents, foster children, and domestic partners. An employee with a death in the family may take up to three (5) consecutive scheduled work days off with pay with the approval of the supervisor. An employee may be granted up to ten (10) days of bereavement leave for the death of the employee's spouse/domestic partner or child.

Bereavement leave may be taken intermittently with prior approval of the supervisor in no less than four hour increments. If an employee requires more than the allocated time off for bereavement leave, the employee may use accumulated sick days. The CEO or designee may approve additional unpaid time off.

## **G. Military Leave**

Regular full time employees requiring a leave of absence for service in the uniformed services are provided leave and will be re-employed at the end of the leave. Policies governing this leave are designed according to the Uniformed Services Employment and Reemployment Rights Act and applicable state regulations. The policy covers those employees who enter active military duty voluntarily and extends to Reservists and National Guard members who are called to limited active duty or extended training duty, including regularly scheduled annual training and military summer camp training.

### *Eligibility*

All employees, except those hired on a temporary or seasonal basis, are eligible for the leave.

### *Length of Leave*

The length of the military leave is determined by the uniformed service organization calling the employee to active duty or military encampment.

### *Request Procedure*

The employee must provide written notice of their obligation or intention to perform service in the uniformed services, unless notice is precluded by military necessity or is otherwise unreasonable or impossible. A copy of the military orders must also be provided. Failure to do so may result in loss of reemployment rights.

#### *Pay While on Leave*

Military leaves are without pay.

#### *Status of Benefits*

Reservists, National Guard members, and veterans returning from military service in the Armed Forces have and retain rights with respect to seniority, vacation, compensation, length of service, pay increases, as may be from time to time provided by applicable statutes of the United States and the state of California. The employee may maintain health care insurance benefits for up to 24 months while on leave by paying the insurance premiums through COBRA for any leave extending beyond 30 days.

#### *Reinstatement*

Upon return from a Uniformed Service Leave, the employee must report to work or request reemployment within prescribed time limits, which are based on the length of the leave:

1. Between one (1) to thirty (30) days: The service member is expected to report to work on the first regularly scheduled work period on the first full day after release from service and will be reinstated to the same position held at the time the service leave began.
2. Between 31-180 days: The service member must submit an application for reemployment within 14 days of release from service.
3. For 181 days or longer: An application for reemployment must be submitted within 90 days of release from service.

Failure to file an application within the required time period may forfeit the right to reemployment.

## **H. Organ and Bone Marrow Donation Leave**

The Organ and Bone Marrow Donation Leave grants up to 30 days leave of absence with pay to employees who have exhausted all available sick leave within a one-year period for the purpose of donating an organ and a five (5) day leave of absence with pay to employees who are bone marrow donors. If needed, employees may take an additional unpaid leave of absence, up to 30 days per year, for donating an organ.

This leave may require use of two weeks accrued paid time off for organ donation, and

five (5) days for bone marrow donation.

A medical note will be required to be submitted. Medical benefits will be maintained while the staff member is on leave and the staff member is guaranteed reinstatement to work. There will be no discrimination or retaliation for any leave taken.

## **I. Jury Duty and Witness Leave**

The School encourages employees to serve on jury duty when called. Postponement to non-instructional or off-peak department times is encouraged in order to minimize the impact to the School.

Seasonal and part-time employees will be provided unpaid time off to participate in jury duty. Nonexempt employees will receive full pay while serving up to 5 days of jury leave. Exempt employees called for jury duty will receive full salary for the time spent; however, exempt employees are expected to arrange their work schedule to minimize the impact on the School and must consult with their supervisor for guidance.

The employee should notify HR and their supervisor of the need for time off for jury duty as soon as a notice or summons from the court is received. Any employee summoned for jury duty must provide HR with an authentic summons, subpoena, or notice for such duty and upon returning to work must present proof of jury duty service, including the dates of the employee's service. Employees are expected to return to work if they are excused for jury duty during their regular working hours.

Fees Paid by the Court - All jury fees (excluding mileage) received by the employee while on school paid status shall be remitted to HR. Jury fees received while on school unpaid status are retained by the employee.

## **J. Volunteer Firefighters, Reserve Police Officer or Emergency Rescue Personnel**

No employee shall be disciplined for taking time off to perform emergency duty as a volunteer firefighter. If the employee is an official volunteer firefighter, a reserve police officer, or an emergency rescue personnel they must alert HR that it may be necessary to take time off due to emergency duty.

## **K. Victims of Domestic Violence Leave**

Employees who are victims of domestic violence are eligible for unpaid leave regardless of whether any person is arrested, prosecuted, or convicted of committing a crime. This leave provides time off for employees who are victims of domestic violence, sexual assault, and stalking, as well as leave for employees who are the victims or related to victims of certain serious or violent felonies. Employees may use available and accrued sick leave. The employee may also take paid vacation. The employee may request leave if they are involved in a judicial action, such as obtaining restraining orders, appearing in court to obtain relief to ensure the health, safety or welfare, or that of their child.

The employee should provide notice and certification if they need to take leave under this policy. Certification may be sufficiently provided by any of the following:

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

The School will, to the extent allowed by law, maintain the confidentiality of an employee requesting leave under this provision.

## **L. Suspension of an Employee's Enrolled Child**

If an employee who is the parent or guardian of a child facing suspension from school and is summoned to the school to discuss the matter, the employee should alert the CEO or designee as soon as possible before leaving work. In keeping with California Labor Code Section 230.7, no discriminatory action will be taken against an employee who takes time off for this purpose.

## **M. Recreational Activities and Programs**

The School or its insurer will not be liable for payment of workers' compensation benefits for any injury that arises out of an employee's voluntary participation in any off-duty recreational, social, or athletic activity that is not part of the employee's work-related duties.

## **N. Workers' Compensation**

The School, in accordance with state law, provides insurance coverage for employees in case of a work-related injury. The workers' compensation benefits provided to injured employees include:

- Medical care;
- Cash benefits, tax free, to replace lost wages; and
- Vocational rehabilitation to help qualified injured employees return to suitable employment.

To ensure that the employee receives any workers' compensation benefits to which they may be entitled, they will need to:

- Immediately report any work-related injury or illness to HR. If the employee believed the injury or illness is caused by their job and developed gradually, the report should be filed as soon as possible. Reporting promptly helps avoid problems and delays in receiving benefits, including medical care. If the employee does not report the injury within 30 days, they risk losing their right to receive workers' compensation benefits;
- Seek medical treatment and follow-up care if required;
- Complete a written claim form and return it to HR as soon as possible.
- Provide the School with a certification from the healthcare provider regarding the need for workers' compensation disability leave, as well as the eventual ability to return to work from the leave.

Upon submission of a medical certification that an employee is able to return to work after a workers' compensation leave, the employee under most circumstances will be reinstated to the same position held at the time the leave began, or to an equivalent position, if available. Upon return, a teacher is not guaranteed the same students, but will receive new/transfer students according to the same seniority status they had prior to the leave. An employee returning from a workers' compensation leave has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. For example, if an employee on workers' compensation leave would have been laid off had they not gone on leave, or if the employee's position has been eliminated or filled in order to avoid undermining the School's ability to operate safely and efficiently during the leave, and no equivalent or comparable positions are available, then the employee would not be entitled to reinstatement.

An employee's return depends on their qualifications for any existing openings. If, after returning from a workers' compensation disability leave, an employee is unable to perform the essential functions of the job because of a physical or mental disability, the School's obligations to the employee may include reasonable accommodation, as governed by the ADA (Americans with Disabilities Act).



## O. Other Types of Leaves

There are other types of leaves that employees may be eligible for which include:

1. Time off to visit children's schools: This leave provides employees up to 8 hours per month (to a maximum of 40 hours per year) of unpaid time off for the purpose of child-related activities which include: to find, enroll, or re-enroll the child in a school or with a licensed childcare provider; to participate in activities of the school or licensed child care provider; to address a child care provider or school emergency. Employees may use available and accrued sick leave;
2. Literacy accommodation leave: This leave provides reasonable accommodation for employees who experience difficulties with literacy to enroll in an adult literacy program, work with a tutor or otherwise take steps to improve upon their literacy needs. Employees may use available and accrued sick leave;
3. Military spousal leave: This leave provides employees up to 10 days of unpaid, protected leave, to spend time with a spouse or registered domestic partner who is home during a period of military deployment.

## P. Professional Development

The School expects all employees to maintain necessary certifications and encourages all employees to attend meetings, conferences, and other educational sessions that provide training and ideas helpful to the development or operation of the School. Employee requests to attend short-term professional development opportunities (two days or less) not sponsored by the School are subject to the approval of the Director, CEO or designee.

Employees will be allowed with the approval of their supervisor and the CEO or designee to attend extended professional development programs. Extended professional development programs are considered more than two (2) days. An employee will be expected to complete missed work or assignments upon return.

Employees should submit written requests to take professional development days to their supervisors for approval. The request shall include a printed or written agenda and/or printed material pertaining to the professional development. The School requests that employees submit requests to take professional development days at least 10 days for in town events and at least 30 days for out of town events. The granting of request will be solely at the discretion of the Director or CEO.

## Q. Holidays

The School recognizes the following holidays:

- New Year's Day (January 1st)
- Martin Luther King Jr's Birthday
- Presidents' Day
- Cesar Chavez Day
- Memorial Day
- Juneteenth (June 19)
- Independence Day (July 4th)
- Labor Day
- Veterans Day
- Thanksgiving Day
- The Friday after Thanksgiving
- Christmas Eve (December 24th)
- Christmas Day (December 25th)
- New Year's Eve (December 31st)

Each year the winter break will be reviewed and the holidays determined by the beginning of the school year.

Unless otherwise provided in this policy, all employees will receive time off for each observed holiday. To qualify for holiday pay, an employee must be a regular full time (thirty or more hours per week) classified employee in paid status on the working day immediately preceding or following the holiday. A holiday that falls during a classified employee's vacation time or sick time is paid as a holiday and is not deducted from vacation or sick-leave balances.

## **R. Vacation (Classified Employees)**

The School's vacation policy is intended to provide eligible classified employees with time away from work for relaxation and renewal. In order to be eligible for vacation accrual, an employee must be a full time (thirty or more hours per week) classified exempt or nonexempt employee.

Vacation accrual begins on the first day of employment, and employees are eligible for vacation upon successful completion of 30 days of continuous employment. Eligible employees will accrue one day of vacation per month in paid status (e.g. an 8 hour/day 12 month employee will earn 12 days of vacation or 96 hours). Vacation accruals per pay period are displayed in the payroll system and on the employee's pay stubs.

<b>Vacation Accrual</b> <i>Classified Staff</i>					
	<b>Full Time Equivalent (FTE)</b>	<b>Hours Worked Per Week</b>	<b>Non-Exempt: Per Semi Monthly Pay Period</b>	<b>Exempt: Per Pay Monthly Period</b>	<b>Total Sick Hours Accrued Per Month</b>
Full Time	.75+	30+	4 hours/4 hours	8 hours	8 hours
Part Time	.74 or less	29 or less	not eligible	not eligible	not eligible

As a general practice, the supervisor will make an effort to approve a vacation request that is mutually convenient for the employee and the School. A requested vacation will be approved if the absence does not cause a disruption of service or place an undue burden on fellow employees. All vacation requests must be made in advance of the time to be taken. All requests must be entered and approved through the payroll system before taking the time. Additionally, all requests must be approved by your supervisor (via Intranet) before taking the time. Any changes to a vacation request must be pre-approved by the supervisor at least three (3) business days prior to the start of the requested date of vacation, except in an emergency situation. Failure to get pre-approval may result in disciplinary action. The supervisor may determine peak times in which vacations may not be approved.

Employees may be required to use their earned vacation hours during school recess. Vacation can be used in increments of 1 hour and only used from the employee's available accrual. Vacation hours cannot be advanced ahead of the earned accrual. Accrued and unused vacation hours will roll over from year to year but are capped at one and a half times the annual rate of accrual (18 days or 144 hours). Employees will not accrue any additional vacation until their balance has dropped below the annual cap.

Terminating employees (voluntary or involuntary discharge, death, end of employment agreement, etc.) will be paid all accrued and unused vacation in their final paycheck.

## S. Work Year Calendars

Each year the Board of Directors will approve the instructional and work year calendars for the new school year. Specific work days for certificated staff are determined by the School based on a return date for prep days, professional development, and final date for grade submission. The work days will be designated within the date range listed on the employment agreement.

In coordination with HR, supervisors will prepare a work year calendar displaying the first

and last day of the assignment, all recess periods, and designated non-work days.

For employees working less than 12 months, non-work days will be determined at the discretion of the employer, indicated on a work calendar provided to the employee, and determined so that work schedules will provide the greatest support to the School or department.

Non-work days are unpaid days based upon the employee's position and employment agreement as stated on the work year calendar. Unlike accrued leave, non-work days will not carry over from year to year.

## **T. Make-up Time**

Nonexempt employees may choose to use make up time in order to accommodate employee scheduling needs. Employees may choose to work over 8 hours on one or more days per week, so they make up work less than 8 hours another day for personal reasons. The extra hours worked for make-up time would not be counted as overtime. Employees are not to work more than 11 hours in a single work day (without prior approval), and the make up time must all be taken and used within the pay work week. If employees requests make up time and has worked over 8 hours in a day earlier in the week, and their need for time off changes, the employer may still require the employee to take the planned time off to avoid unnecessary overtime. Unless otherwise approved, employees are not to work more than 40 hours per week, in which case, they will be eligible for overtime. Requests for make up time must be submitted to the supervisor in advance.

## **U. Suggestions**

The School is always striving to improve operating procedures and encourages all employees to make suggestions to this end. We welcome suggestions on subjects such as safety; ways to improve customer service; and, how to save labor, money, energy, time, and materials. All suggestions should be submitted in writing to the appropriate supervisor who will in turn discuss them with School management. We appreciate staff suggestions that help make the School more successful.

Initial\_\_\_\_\_

## Confirmation of Receipt of Handbook

I have received the School's Employee Handbook. I understand and agree that it is my responsibility to read and familiarize myself with its policies and procedures, including the Schools policy for preventing discrimination, harassment and retaliation. I have been given the opportunity to ask any questions I might have about the policies in the Handbook.

I understand that except for employment at-will status, any and all policies or practices can be changed at any time by the School. The School reserves the right to change my hours, wages, and working conditions at any time. I understand and agree that other than the CEO, no manager, supervisor, or representative of the School has authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will; only the CEO has the authority to make any such agreement and then only in writing, signed by the CEO.

I understand and agree that nothing in the Employee Handbook creates or is intended to create a promise or representation of continued employment and that employment at the School is employment at-will; employment may be terminated at the will of either the School or myself. My signature certifies that I understand that the foregoing agreement on at-will status is the sole and entire agreement between the School and myself concerning the duration of my employment and the circumstances under which my employment may be terminated. It supersedes all prior agreements, understandings, and representations concerning my employment with the School.

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Employee's Signature

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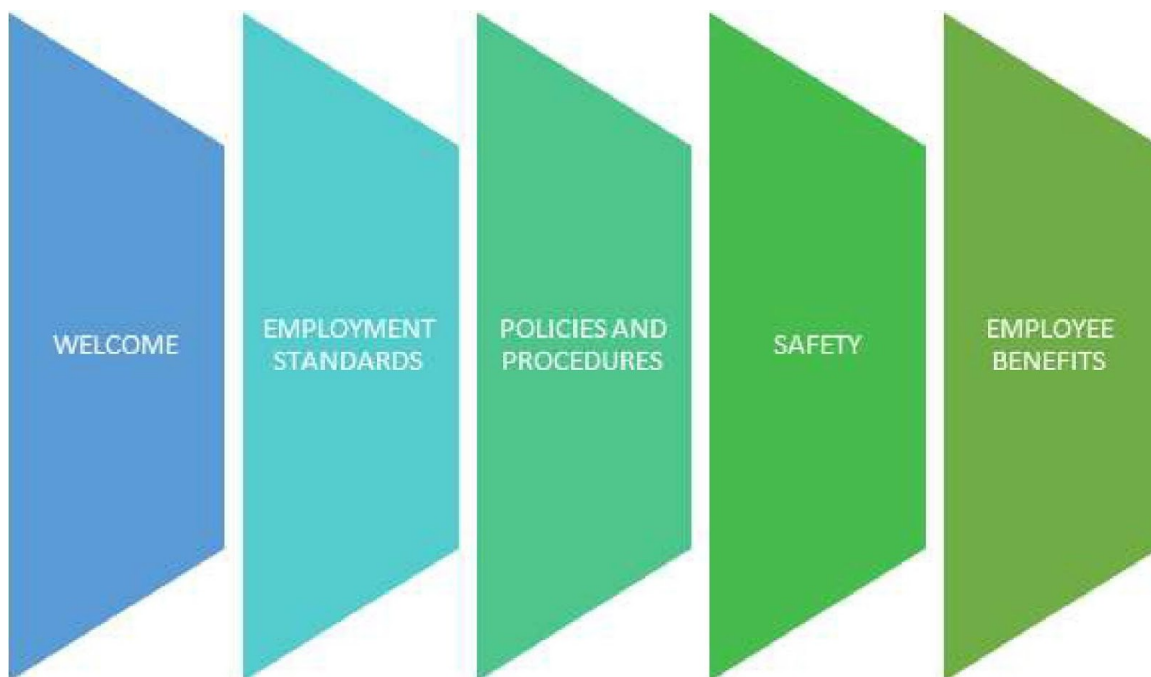
Employee's Print Name

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Date

# Employee Handbook

2023-2024



The Employee Handbook may not be changed in any way without express written approval from the Board of Directors.

# TABLE OF CONTENTS

<b>Welcome</b>	<b>7</b>
<b>Right to Revise</b>	<b>8</b>
<b>At-Will Employment Status</b>	<b>8</b>
<b>Section I: Nondiscrimination Policies</b>	<b>9</b>
A. Equal Employment Opportunity	9
B. Disability Accommodation	10
C. Anti-Harassment	11
1. Sexual Harassment	12
2. Reporting	14
3. Investigation/Complaint Procedure	14
a. Informal Procedure	15
b. Formal Procedure	15
4. Retaliation	15
5. Conclusion	16
D. Diversity Policy	16
<b>Section II: Employment Requirements</b>	<b>17</b>
A. Child Abuse and Neglect Reporting	17
Confidentiality	18
Failure to Report	18
B. Employee Access to Confidential Information	18
C. Student Data/FERPA	19
D. Conflict of Interest	19
1. Personal Financial Interest	20
2. Statement of Economic Interest (Form 700)	20
3. Personal Relationship	20
E. Anti-Nepotism Policy	21
F. Employment Eligibility Verification Document	22
G. Fingerprinting	22
H. Criminal Background Checks	22
I. Employment Application/Data	23
J. Employment Verifications	23
K. Certification and Licensing	23



L. Mandatory Tuberculosis Testing	23
<b>Section III: Standards of Conduct</b>	<b>24</b>
A. Freedom from Violence	24
B. Prohibited Conduct	26
C. Physical Contact with Students and Other Staff Members	27
D. Off-duty Conduct	28
E. Drug and Alcohol Free Workplace and Awareness Program	29
F. Tobacco Free Workplace	30
G. Punctuality and Attendance	30
H. Professionalism	31
I. Dress Code	32
J. Gifts to Employees	33
K. Fee and Cash Collection	33
L. Building Security	34
<b>Section IV: Personnel Policies and Procedures</b>	<b>34</b>
A. New Employee Orientation	34
B. Remote Work Policy	35
C. Employee Status	35
Student Counts	35
D. Job Duties	35
E. Nonexempt Employees	35
1. Work Schedules	35
2. Rest Breaks and Meal Periods	36
a. Rest Breaks	36
b. Number of Rest Breaks	36
c. Timing of Rest Breaks	36
d. Meal Period	36
e. Timing of Meal Period	37
f. Second Meal Period	37
g. Timing of Second Meal Period	37
h. Recording Meal Periods	38
i. Missed Rest Breaks and Meal Periods	38
3. Timekeeping	38
4. Pay for Mandatory Meetings/Training	38
5. Overtime	39
F. Exempt Employees	39
G. Salary Overpayments	39
H. Employee Evaluation	40
I. Corrective Action	40

J. Procedure for Disciplinary Action	41
K. Terminations	42
L. Personnel Records	42
M. Destruction of Personal Information Records	43
<b>N. Employment Posters</b>	43
O. Outside Employment	43
0. Whistleblower Policy	44
<b>P. Complaint Procedure</b>	45
Q. Uniform Complaint Procedures	46
R. Arbitration Agreement	46
<b>Section V: Operational Considerations</b>	<b>49</b>
A. Employer Property	49
B. Use of Electronic Media	50
C. Social Media	51
D. Public Relations	54
E. Solicitation & Distribution	55
F. Inclement Weather/Emergency Closings	55
<b>Section VI: Health and Safety</b>	<b>56</b>
A. Telecommuting	56
B. Student Safety	57
C. Employee Safety	58
D. Transporting Students	58
E. Employee Driving Policy	58
F. Contagious Illnesses in the Workplace	61
G. Gun Violence Restraining Order	62
<b>Section VII: Employee Wages and Benefits</b>	<b>62</b>
A. Wages	62
B. Stipends	63
C. Paydays	63
D. Payroll Withholdings	63
E. Wage Attachments and Garnishments	65
F. Employee Benefits	65
1. Employee Cost Sharing	65
2. Benefit Design and Modification	66
3. Benefit Plan Documents	66
4. Cash in Lieu of Health Benefits	66
5. Right to Modify	67
6. Changes in Health Benefits	67

7. COBRA Benefits	67
8. Look-back Measurement Method - Seasonal and Variable Hour Employees	67
G. Retirement Plan Offerings	68
403(b)/457(b) Deferred Compensation Plan	68
Employer Contributions	68
H. Expense Reimbursement Process	68
1. Supplies	68
2. Travel	69
3. Mileage	69
4. Hotel Rooms	69
5. Meals	70
6. Postage	70
7. Procedure for Expensing	70
<b>Section VIII: Leaves, Vacation, and Holidays</b>	<b>70</b>
A. Healthy Workplaces/Healthy Family Act of 2014	70
B. Paid Sick Leave	71
1. Paid Sick Leave - Full Time Employees	72
2. Paid Sick Leave - Part Time, Per Diem, Seasonal, and Temporary Employees	72
C. California State Benefits	73
D. Pregnancy Disability Leave (PDL)	74
E. Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA)	77
Leave Procedures	80
Certification	81
Health and Benefit Plans	82
Substitution of Paid Leave	82
Time Accrual	82
5. Reinstatement Upon Return From FMLA/CFRA	83
F. Bereavement Leave	83
G. Military Leave	84
H. Organ and Bone Marrow Donation Leave	85
I. Jury Duty and Witness Leave	85
J. Volunteer Firefighters, Reserve Police Officer or Emergency Rescue Personnel	86
K. Victims of Domestic Violence Leave	86
L. Suspension of an Employee's Enrolled Child	87
M. Recreational Activities and Programs	87
N. Workers' Compensation	87
O. Other Types of Leaves	88
P. Professional Development	89
Q. Holidays	89

R. Vacation (Classified Employees)	90
S. Work Year Calendars	91
T. Make-up Time	91
U. Suggestions	92
<b>Confirmation of Receipt of Handbook</b>	<b>93</b>

## Welcome

We are glad to have you on our team! You have joined an organization that focuses on the execution of high-quality personalized learning models that allow a flexible environment using innovative delivery methods and technology to foster empowered, life-long learners. As an organization we seek to hire and retain high caliber individuals to meet our vision of extraordinary education.

We truly value our employees and have developed this Employee Handbook (handbook) to assist you with understanding our policies, procedures, and performance expectations. Keep in mind that it is the employee who is responsible for reading and understanding the handbook as well as any posted revisions; however, if anything is unclear to you, please discuss the matter with your supervisor or a member of HR.

As a team member we want you to have a long and successful career with us - where you can make an impact on student education. We sincerely hope that you will find your employment here to be one of enrichment, collaboration, and an overall professionally rewarding experience.

Best wishes for a wonderful school year! The  
Leadership Team

## Right to Revise

This handbook is the employee's guide to understanding the provisions of their employment with Motivated Youth Academy ("School"). Please be advised that written employment agreements between the School and individuals may replace some policies/procedures in this handbook. This handbook supersedes all prior published handbooks and any policy, memoranda, or benefits statements that are contrary to the policies that are outlined here.

The School reserves the right to revise, modify, delete, or add to any and all policies, procedures, work rules, or benefits stated in this handbook or in any other document, except for the policy of at-will employment. Any such changes must be in writing and must be signed by the CEO or designee.

Any written changes to this handbook will be distributed to all employees, so that employees will be aware of the new policies or procedures. No oral statements or representations can in any way alter the provisions of this handbook.

This handbook sets forth the policies and procedures applicable to employees of the School. Employees are expected to abide by all policies in this handbook. Nothing in this handbook or in any other personnel documents creates or is intended to create a promise or representation of continued employment for any employee. Nothing in this at-will statement is intended to interfere with an employee's rights to communicate or work with others toward altering the terms and conditions of their employment.

## At-Will Employment Status

School personnel are employed on an at-will basis. Employment at-will means that the employment relationship may be terminated, with or without cause and with or without advance notice at any time by the employee or the School. Nothing in this handbook shall limit the right to terminate at-will employment. No manager, supervisor, or employee of the School has any authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment on other than at-will terms. Only the School has the authority to make any such agreement, which is binding only if it is in writing and approved by the Board of Directors.

Though many items surrounding employment may be changed or updated (such as the eligibility of benefits, promotion, or leaves) the status as an at-will employee does not change - the employment relationship may be terminated with or without cause and with or without advance notice, at any time by the employee or the School.

## **Section I: Nondiscrimination Policies**

### **A. Equal Employment Opportunity**

The School is an equal opportunity employer and makes employment decisions on the basis of merit. Selections for employment focus on the candidates whose training and experience most closely align with the position requirements, and fit with the School's mission, vision, and values. School policy prohibits unlawful discrimination based on actual or perceived race (including traits historically associated with race, including, but not limited to, hair texture and protective hairstyles such as braids, locks and twists), color, creed, actual or perceived gender (including gender identity and gender expression), religion (all aspects of religious beliefs, observance or practice, including religious dress or grooming practices), marital status, registered domestic partner status, status as a victim of domestic violence, assault or stalking, age (40 and over), ethnicity, national origin or ancestry (including language use restrictions), citizenship, physical, intellectual or mental disability (including HIV and AIDS), medical condition (including cancer or a record or history of cancer, and genetic characteristics), family or medical leave status, sex (including pregnancy, childbirth, breastfeeding or a related medical condition), genetic information, sexual orientation, political affiliation, military and veteran status or any other consideration made unlawful by federal, state, or local laws. It also prohibits unlawful discrimination based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics.

Discrimination can also include failing to reasonably accommodate religious practices or qualified individuals with disabilities where the accommodation does not pose an undue hardship. The School's management is responsible for adherence to this policy; however, in the final analysis, attainment of this goal of equal employment opportunity and enrichment through diversity depends on the commitment and good faith effort of everyone.

The School will comply with all applicable equal employment and discrimination laws, including Title IX, the California Fair Employment and Housing Act, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and all other applicable laws. Additionally, Title IX prohibits discrimination on the basis of sex in education programs or activities by recipients of federal financial assistance. The School does not discriminate in the educational program or any activities which it operates, including employment in such programs and activities.

The School will continually strive to recruit and retain highly qualified employees and remain a competitive public school employer, including examining employee evaluation



and compensation, and discipline/dismissal practices annually.

In accordance with the School's Equal Employment and Nondiscrimination Policies, the School designates the following position(s) as the Title IX Coordinator and Coordinator for Nondiscrimination in Employment:

**Marie Rolston**~~Corrie Amador~~

Director of Human Resources

~~Motivated Youth Academy~~

~~Collaborative~~

~~500 LaTerraza BLVD #150100 E. San~~

~~Marcos Blvd. Suite 350 Escondido, CA~~

~~92025 San Marcos, CA 92069~~

~~HR@myacademy.org\*~~

~~camador@collaborativecsd.org~~

Any employee or job applicant who believes they have been or are being discriminated against or harassed in violation of School policy should, as appropriate, immediately contact their supervisor, the Title IX coordinator, or the CEO, or any person they feel comfortable going to who shall advise the employee or applicant about the School's procedures for filing, investigating, and resolving any such complaint.

Complaints regarding employment discrimination or harassment shall immediately be investigated in accordance with School policy and regulation. Individuals may use the School's Uniform Complaint Procedures to address complaints of discrimination and harassment, including sex discrimination under Title IX. Annual notice of such policies will be provided to all employees, and a copy of such policies and procedures are available by contacting the Title IX coordinator or Human Resources (HR).

Discrimination is considered a form of employee misconduct. Disciplinary action, up to and including dismissal, will be taken against any employee engaging in this type of behavior. Any supervisor or manager who has knowledge of such behavior, yet takes no action to end it, is also subject to disciplinary action up to and including dismissal.

## **B. Disability Accommodation**

To comply with the Americans with Disabilities Act and all applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the School will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result.

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job as outlined in the applicable job description should contact the HR department and discuss the need for an accommodation. The School will engage

in an interactive process with the employee to identify possible accommodations, if any, which will help the applicant or employee perform the job. The School will implement reasonable accommodations that do not impose undue hardship.

## C. Anti-Harassment

The School is committed to providing a work environment free of harassment, discrimination, retaliation and abusive conduct as that term may be defined by statute or regulation then in effect at the time of the conduct. School policy prohibits conduct that is disrespectful, unprofessional as well as harassment based on actual or perceived race (including traits historically associated with race, including, but not limited to, hair texture and protective hairstyles such as braids, locks and twists), color, creed, actual or perceived gender (including gender identity and gender expression), religion (all aspects of religious beliefs, observance or practice, including religious dress or grooming practices), marital status, registered domestic partner status, status as a victim of domestic violence, assault or stalking, age (40 and over), ethnicity, national origin or ancestry (including language use restrictions), citizenship, physical, intellectual or mental disability (including HIV and AIDS), medical condition (including cancer or a record or history of cancer, and genetic characteristics), family or medical leave status, sex (including pregnancy, childbirth, breastfeeding, **decision making around reproductive health**, or a related medical condition), genetic information, sexual orientation, political affiliation, military and veteran status or any other consideration made unlawful by federal, state, or local laws. It also prohibits unlawful discrimination based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics.

All such conduct violates school policy. The School's anti-harassment policy applies to all persons involved in the operation of the School and prohibits harassment, disrespectful or unprofessional conduct by any employee of the School, including supervisors and managers, as well as vendors, community providers, customers, independent contractors, and any other persons. It also prohibits harassment, disrespectful or unprofessional conduct based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics.

Prohibited harassment, disrespectful or unprofessional conduct includes, but is not limited to, the following behavior:

1. Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments;
2. Visual displays such as derogatory and/or sexually-oriented posters, photography, cartoons, drawings or gestures;
3. Physical conduct including assault, unwanted touching, intentionally blocking normal

- movement or interfering with work because of sex, race or any other protected basis;
- 4. Threats and demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss and offers of employment benefits in return for sexual favors;
- 5. Retaliation for reporting or threatening to report harassment; and
- 6. Communication via electronic media of any type that includes any conduct that is prohibited by state and/or federal law, or by the School policy.

Sexual harassment does not need to be motivated by sexual desire to be unlawful or to violate this policy. For example, hostile acts toward an employee because of their gender can amount to sexual harassment, regardless of whether the treatment is motivated by any sexual desire.

Harassment is considered a form of employee misconduct. Disciplinary action, up to and including dismissal, will be taken against any employee engaging in this type of behavior, yet takes no action to end it, is also subject to disciplinary action.

It is the policy of the School that no one will be retaliated against for making a good faith complaint of harassment or for cooperating in the investigation of a complaint.

An employee who believes they have been harassed, discriminated or retaliated against may initiate the reporting process by contacting their supervisor, or, if appropriate, the next level of management (see Reporting procedure, which follows), any team member they feel most comfortable reporting to, or the HR department. All discrimination, harassment and retaliation complaints will be promptly investigated and will be treated confidentially to the extent possible, and appropriate action taken where warranted. Complaints made in good faith are protected from retaliation of any kind.

## **1. Sexual Harassment**

The School is committed to providing a work environment that is free from sexual harassment and retaliation. Under no circumstances will sexual harassment be tolerated.

"Sexual harassment" means any unwelcome sexual advance, unwelcome requests for sexual favors, or other unwelcome verbal, visual, or physical conduct of a sexual nature made by someone from or in the educational or work setting, whether it occurs between individuals of the same sex or individuals of opposite sexes, under any of the following conditions:

1. Submission to the conduct is explicitly or implicitly made a term or a condition of an individual's academic status, employment, or progress.
2. Submission to, or rejection of, the conduct by an individual is used as the basis for academic or employment decisions affecting the individual.
3. The conduct has the purpose or effect of having a negative impact upon the individual's academic performance, work, or progress or has the purpose or effect of

creating an intimidating, hostile, or offensive educational or working environment. The conduct is sufficiently severe, persistent, pervasive or objectively offensive, so as to create a hostile or abusive educational or working environment or to limit the individual's ability to participate in or benefit from an education program or activity.

4. Submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through the local agency.

"Verbal sexual harassment" includes, but is not limited to, unwelcome epithets, comments, or slurs of a sexual nature.

"Physical sexual harassment" includes, but is not limited to, assault, impeding or blocking movement, or any physical interference with work or school activities or movement when directed at an individual on the basis of sex.

"Visual sexual harassment" includes, but is not limited to, derogatory posters, cartoons, drawings, obscene gestures, or computer-generated images of a sexual nature.

"Educational environment" includes, but is not limited to, the following:

1. The main administration offices of the local agency.
2. Properties controlled or owned by the local agency.
3. Off-campus, if such activity is sponsored by the local agency, or is conducted by organizations sponsored by or under the jurisdiction of the local agency.

Sexual harassment has no place in the work environment and is prohibited by the School. Specifically, it must in no way be exercised for purposes of an intimidating effect on employment decisions such as promotion, dismissal, hiring, training, wage and salary increases, transfer, or any other matter that affects the ability of an employee to perform job duties.

Any employee who engages or participates in sexual harassment, or who aids, abets, incites, compels or coerces another to commit sexual harassment or retaliates against another individual is in violation of this policy and subject to disciplinary action up to and including dismissal.

Managers and supervisors are to ensure that no such intimidation or harmful atmosphere of unwelcome sexual overtones exist in their workplaces. Every effort should be made to sensitize themselves and their employees to the differences between purely social overtones and those intended to affect working conditions. Also, employees are responsible for respecting the rights of their co-workers. Any employee who feels they have been harassed or retaliated against, or has knowledge of any incident of harassment

or retaliation on any protected basis shall immediately report such incidents to their immediate supervisor, HR, the CEO or the Title IX Coordinator and Coordinator for Nondiscrimination in Employment. If the supervisor is the harasser or has not responded to

the complaint, or if not an employee, then the complainant should complain to any administrator without fear of reprisal. Employees may also report instances of sexual harassment through the School's Uniform Complaint Procedure without fear of reprisal.

## **2. Reporting**

The School has an affirmative duty to take reasonable steps to prevent and correct discrimination and harassment. Supervisors, co-workers, and third parties are prohibited from engaging in unlawful behavior under the Fair Employment and Housing Act or any other applicable law. Please see the list of protected categories as stated in the Equal Employment Opportunity and Anti-Harassment sections of the handbook.

The School encourages reporting of all perceived incidents of discrimination, harassment or retaliation, regardless of the offender's identity or position. Individuals who believe that they have been the victim of such conduct should discuss their concerns with their immediate Director, supervisor, manager, HR, or person they feel most comfortable and may file a complaint. The Uniform Complaint Procedures may be used for this purpose. Employees are entitled to report harassment to someone other than their direct supervisor. Supervisors are required to report all complaints to HR. In addition, the School encourages individuals who believe they are being subjected to such conduct to promptly advise the offender that their behavior is unwelcome and request that it be discontinued. The School recognizes, however, that an individual may prefer to pursue the matter through informal or formal complaint procedures. Every effort will be made to keep such reports as confidential to the extent possible, although it is understood that an investigation will normally require the involvement of third parties. The School is serious about enforcing its policy against harassment, discrimination and retaliation. However, the School cannot resolve a harassment, discrimination or retaliation problem that it does not know about. Therefore, employees are responsible for bringing any such problems to the School's attention so it can take the necessary steps to correct the problem.

## **3. Investigation/Complaint Procedure**

All complaints of harassment, including sexual harassment, discrimination or retaliation may be addressed through the School's Uniform Complaint Procedures. A complaint will be followed by prompt and thorough investigation conducted by an impartial and qualified individual. If the investigation substantiates the accusations, the appropriate corrective action will be taken. This may include, but not be limited to, reprimand, suspension or dismissal, depending on the nature and severity of the offense.

Complaints will be documented and School will designate a qualified individual to track the complaint process.

### *a. Informal Procedure*

If for any reason an individual does not wish to address the offender directly, or if such action

does not successfully end the offensive conduct, the individual should notify their immediate supervisor and/or the HR department who may, if the individual so requests, talk to the alleged offender on the individual's behalf. In addition, there may be instances in which an individual seeks only to discuss matters with one of the HR designated representatives, and such discussion is encouraged. An individual reporting harassment, discrimination or retaliation should be aware, though, that the School may decide it is necessary to take action to address such conduct beyond an informal discussion. This decision will be discussed with the individual. The best course of action in any case will depend on many factors and, therefore, the informal procedure will remain flexible. Moreover, the informal procedure is not a required first step for the reporting individual.

#### *b. Formal Procedure*

As noted above, individuals who believe they have been the victims of conduct prohibited by this policy statement or believe they have witnessed such conduct should discuss their concerns with their supervisor or the HR department. The School encourages the prompt reporting of complaints or concerns so that rapid and constructive action can be taken before relationships become irreparably strained. Therefore, while no fixed reporting period has been established, early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment. Any reported allegations of harassment, discrimination or retaliation will be investigated promptly and thoroughly. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge. Confidentiality will be maintained throughout the investigation process to the extent consistent with adequate investigation and appropriate corrective action. Misconduct constituting harassment, discrimination or retaliation will be dealt with appropriately. Responsive action may include, training, referral to counseling and/or disciplinary action such as warning, reprimand, withholding of a promotion or pay increase, reassignment, temporary suspension without pay or termination, as the School believes appropriate under the circumstances.

### **4. Retaliation**

Employees will not be retaliated against for complaining or participating in an investigation. Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action. Acts of retaliation should be reported immediately and will be promptly investigated and addressed.

### **5. Conclusion**

This policy was developed to ensure that all employees can work in an environment free from harassment, discrimination and retaliation. The School will make every reasonable effort to ensure that all concerned are familiar with these policies and aware that any complaint in violation of such policies will be investigated and resolved appropriately. Any employee who has any questions or concerns about these policies should talk with their supervisor or the HR department. Finally, these policies should not, and may not, be used as a basis for excluding

or separating individuals of a particular gender, or any other protected characteristic, from participating in business or work-related social activities or discussions. In other words, no one should make the mistake of engaging in discrimination or exclusion in order to avoid allegations of harassment. The law and the policies of the School prohibit disparate treatment on the basis of sex or any other protected characteristic, with regard to terms, conditions, privileges and prerequisites of employment. The prohibitions against harassment, discrimination and retaliation are intended to complement and further those policies, not to form the basis of an exception to them.

None of the procedures listed are intended to preclude an employee from pursuing claims of discrimination and/or harassment in any other forum available to the employee, including making reports of discrimination, harassment, and/or retaliation to the Department of Fair Employment and Housing and the U.S. Equal Employment Opportunity Commission.

## **D. Diversity Policy**

The School is committed to fostering, cultivating and preserving a culture of diversity and inclusion.

Our staff is the most valuable asset we have. The collective sum of the individual differences, life experiences, knowledge, inventiveness, innovation, self-expression, unique capabilities and talent that our employees invest in their work represents a significant part of not only the School's culture, but its reputation and achievement as well.

We embrace and encourage our employees' differences in age, color, disability, ethnicity, family or marital status, gender identity or expression, language, national origin, physical and mental ability, political affiliation, race, religion, sexual orientation, socio-economic status, veteran status, and other characteristics that make our employees unique.

The School's diversity initiatives are applicable-but not limited-to our practices and policies on recruitment and selection; compensation and benefits; professional development and training; promotions; terminations; and the ongoing development of a work environment built on the premise of gender and diversity equity that encourages and enforces:

- Respectful communication and cooperation between all employees.
- Teamwork and employee participation, permitting the representation of all groups and employee perspectives.
- Work/life balance through flexible work schedules to accommodate employees' varying needs.
- Employer and employee contributions to the communities we serve to promote a greater understanding and respect for diversity.

All employees of the School have a responsibility to treat others with dignity and respect at all times. All employees are expected to exhibit conduct that reflects inclusion during work, at work functions on or off the work site, and at all other school-sponsored and participative events.



Any employee found to have exhibited any inappropriate conduct or behavior against others may be subject to disciplinary action up to termination.

Employees who believe they have been subjected to any kind of discrimination that conflicts with the School's diversity policy and initiatives should seek assistance from an HR representative.

Initial\_\_\_\_\_

## **Section II: Employment Requirements**

### **A. Child Abuse and Neglect Reporting**

Any employee who knows or reasonably suspects a child has been the victim of child abuse shall report the instance to a child protective agency. School employees are mandated reporters and are required to report instances of child abuse when the employee has a "reasonable suspicion" that child abuse has occurred. Reasonable suspicion arises when the facts surrounding the incident or suspicion could cause another person in the same situation to suspect child abuse.

Child abuse should be reported immediately by phone to a child protective agency. Call the local Department of Family and Children's Services (DFCS) to report child abuse and neglect. If there is a life-threatening emergency to a child however, call 9-1-1. The phone call to the DFCS is to be followed by a written report within 36 hours of receiving the information concerning the incident. There is no duty for the reporter to contact the child's parents. In fact, if a child is released to a peace officer or a child protective agency agent, the reporter shall not notify the parent as required in other instances of removal.

Child abuse is broadly defined as "a physical injury that is inflicted by other than accidental means on a child by another person." Child abuse can take the following several forms:

1. Sexual abuse: Sexual abuse means, in general, sexual assault or sexual exploitation. Sexual abuse does not include children who voluntarily engage in sexual activity with children of a similar age. Pregnancy of a minor does not, in and of itself, constitute suspicion of child abuse.
2. Neglect: Neglect occurs when a child's custodian has failed to provide adequate "food, clothing, shelter, medical care, or supervision" that may or may not have resulted in any physical injury.
3. Unlawful corporal punishment: Unlawful corporal punishment occurs when any person willfully harms or injures a child to such a degree that results in a traumatic condition.
4. Willful cruelty or unjustifiable punishment: Child abuse also includes the situation

where any "person willfully causes or permits any child to suffer unjustifiable pain or mental suffering" or when any person endangers a child's health.

### **Confidentiality**

A mandated reporter is required to give their name. The identity of all persons who report shall be confidential. Violation of statutory confidentiality is a misdemeanor. DFCS may reveal the names of reporting parties only to other investigative agencies as specified by law. No person required to report abuse will bear criminal liability for reporting. No supervisor or administrator may impede or prohibit reporting.

All employees, prior to commencing employment, are required to acknowledge the provisions of Penal Code Section 11166 regarding mandated reporting and will comply with those provisions as outlined in the employment agreement. All employees will also be subject to annual training as required by law.

### **Failure to Report**

Failure to report suspected abuse is a misdemeanor punishable by imprisonment/fine. Any person who fails to report an instance of child abuse or neglect as required by the Child Abuse and Neglect Reporting Act is guilty of a misdemeanor with a punishment not to exceed six months in jail or \$1,000 or both.

## **B. Employee Access to Confidential Information**

Each employee is responsible for safeguarding confidential information obtained during employment. In the course of the employee's work, the employee may have access to confidential information regarding students, parents, suppliers, other customers, or perhaps even fellow employees without consent from that individual. The employee has the responsibility of preventing the revealing or divulging of any such information unless it is necessary for the employee to do so in the performance of their duties and in accordance with law. Access to confidential information should be on a "need-to-know" basis and must be authorized by the CEO or designee. Any breach of this policy will not be tolerated and will lead to disciplinary action and possible legal action.

Please note the release of unauthorized confidential information may result in immediate dismissal and the filing of criminal charges. Confidentiality of student information is a requirement of the law and great care must be taken to ensure it is protected. No student information will be released without the specific authorization of the CEO or designee. Employee information may be released as part of a Public Records Act request, for the purpose of employment verification with prior written approval by the employee, or as required by law.

## **C. Student Data/FERPA**

All information contained in a student's records, including information contained in an electronic database, is confidential and maintained in accordance with the Family Educational Rights and Privacy Act (FERPA). These records are the property of the School, whose responsibility it is to secure the information against loss, defacement, tampering or use by unauthorized persons. Staff is prohibited from discussing students' academic or personal information outside the scope of performing the duties of one's position. No student's files are to be taken off premises unless granted permission by the CEO or designee. Only teachers, administrative, and office personnel are permitted to review student's files. When a file is requested from the School office, it must be signed out and returned the same day. No student files, records, forms, communication or reports may be copied without express authorization from the Director. Under no circumstances may student information be used for an employee's personal use.

Employees may not remove any materials from any student's file. Files may not leave the office without specific written authorization from the CEO or designee. Employees who access student files are responsible to secure their contents and maintain confidentiality.

## **D. Conflict of Interest**

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflict of interest. Such a conflict occurs when an employee is in a position to influence a decision that may result in a personal gain for the employee or for a relative as a result of the School's business dealings.

### **1. Personal Financial Interest**

All such persons shall be neither personally nor financially interested in any contract made by them or by the school that employs them. For purposes of this policy,

(1) "Personally interested" shall mean any situation where private and/or personal interests conflict with official duties and shall include non-economic interests such as familial relationships.

(2) "Financially interested" shall mean any contract with an individual, entity, or company in which any such person related by blood, marriage or civil partner, any other person with a close personal relationship to any such person who has an ownership interest, an investment interest, or a familial interest, and encompasses any situation where any such person's official judgment may be influenced by personal consideration or expectation of financial gain or any compensation or consideration of any kind other than that officially provided to any such person by the School.

### **2. Statement of Economic Interest (Form 700)**

Board members and staff who make or influence governmental decisions or financial

decisions of the organization are designated in the Conflict of Interest Code adopted by the Board. These individuals must complete and file a Statement of Economic Interest, Form 700. The Form 700 ensures transparency and accountability in alignment with the Political Reform Act.

It is the policy of this School that elected or appointed school governance body members, school administrative officers, and school employees shall not place themselves in any position where their private or personal interests may conflict with their official duties, or where they may directly or indirectly receive personal financial gain through direct or indirect personal influence.

### **3. Personal Relationship**

Personal or romantic involvement with a competitor, supplier or employee of the School may create an actual or potential conflict of interest. Management-subordinate romantic or personal relationships can lead to issues such as claims of discrimination or favoritism, issues with performance evaluation, possible claims of sexual harassment, and morale issues. It is the responsibility of the employees involved in romantic or personal relationships with subordinates, or other personal or romantic relationships that give rise to a conflict of interest, to disclose and discuss all relevant circumstances with the supervisor or HR and possibly request a change in assignment to avoid potential problems as appropriate. Failure to disclose such circumstances may cause the School to impose disciplinary action. Moreover, any romantic or personal relationships between employees must not harm the work environment in any way. Regardless of an employee's relationship with another employee outside of work, employees are expected to remain professional at all times during work hours. The School will not discriminate on the basis of marital or relationship status, except that the School may reasonably regulate the working of spouses or relatives in the same department, division, or facility for reasons of supervision, safety, security, or morale in accordance with applicable law.

No "presumption of guilt" is created by the mere existence of a professional or personal relationship with outside firms; however, if such employees have any influence on transactions involving purchases, contracts, or leases, it is imperative that such be disclosed so that safeguards can be established to protect all parties.

## **E. Anti-Nepotism Policy**

The School recognizes there may be situations in which spouses or other relatives may be employed by the School at the same time. The School permits the employment of qualified family members, domestic partners, significant others and/or similar personal relationships of employees as long as such employment does not create a conflict of interest. Relationships by family, marriage, domestic partnership and/or similar personal relationship shall constitute neither an advantage nor a disadvantage to selection, promotion, salary, or other conditions of employment. The School may consider a member of an employee's immediate family for employment if the applicant possesses the qualifications for employment for the position.

The School does not prohibit the employment of relatives in the same department. However, the School does prohibit any preferential treatment toward spouses or relatives or an improper influence impacting a spouse's or relative's terms or conditions of employment. The School recognizes that at times, employees and their family members, domestic partners, significant others and/or personal relationships may be assigned to positions that create a coworker or supervisor-subordinate relationship. The School will, in its discretion, exercise sound judgment with respect to the placement of employees in these situations in order to avoid the creation or appearance of a conflict of interest, avoid favoritism or the appearance of favoritism, and decrease the likelihood of harassment in the workplace.

Employees should neither initiate nor participate, directly or indirectly, in employment actions (initial employment or appointment, retention, evaluation, promotions, salary, work assignments, leave of absence, etc.) involving family members, domestic partners, significant others and/or similar personal relationships.

The School will make reasonable efforts to assign job duties to minimize the potential for creating conflicts of interest. Notwithstanding the above, the School retains the right where such placement has the potential for creating conflicts of interest, to refuse to place immediate family members in the same department. The School retains the right to reassign or transfer any person to eliminate the potential for creating conflicts of interest.

Any potential preferential treatment or improper influence should be reported immediately to HR.

## F. Employment Eligibility Verification Document

The School will only employ individuals who are authorized to work in the United States in compliance with the Immigration Reform and Control Act of 1986.

All newly hired employees must complete, as a condition of employment, the Employment Eligibility Verification Form 1-9 and provide documentation establishing identity and proof of work eligibility and identification at time of hire, but no later than three (3) days of hire. **If** the employee is unable to produce the required documentation or a receipt/letter requesting appropriate documentation within three days, the employee will be dismissed from employment. **If**, after 90 days of hire, the employee has not submitted the original documents to replace the receipt/letter or, in the meantime, some other acceptable document(s), the employee will be dismissed from employment.

Former employees who are rehired must also complete the form if they have not completed an 1-9 for the School within the past three years or if their previous 1-9 is no longer retained or valid.

## G. Fingerprinting

Each employee will be fingerprinted in conformance with legal requirements and as a

condition of employment. Fingerprints are submitted to the appropriate State and Federal agencies for screening to assure that no employee has been convicted of a crime that would preclude employment by the School.

## **H. Criminal Background Checks**

As a condition of employment, all employees are required to submit to a criminal history review through the Department of Justice. The review shall include fingerprint submission to the DOJ. The School follows the guidelines of the California Fair Chance Act, and will conduct an individualized assessment on all background check results. The School will make hiring determinations based on California law. Certain types of criminal background findings may prevent the employer from hiring the candidate or continuing employment with a current employee. The School will factor in the nature and gravity of the crime, when the crime occurred, rehabilitation and the nature of the position all in accordance with applicable law. All results will be discussed with the applicant and/or employee before making a hiring or dismissal decision. No person employed or otherwise associated with the School, including members of the Board of Directors, who have been convicted of or have pleaded nolo contendere to a crime related to misappropriation of funds or theft shall be engaged in direct processing of charter school funds.

## **I. Employment Application/Data**

The School relies upon the accuracy of the information presented during the application process, as well as the accuracy of other data presented throughout the hiring process and employment relationship. As such, any omission or misstatement of material fact in any of this information may result in the School excluding the individual from further consideration for employment or, if already hired, termination of employment.

## **J. Employment Verifications**

The School will only respond to employment verification inquiries that are received in writing. All such inquiries, whether for current or former employees, must be directed to HR. Generally, responses will be limited to information concerning wages, employment dates, positions held, and eligibility for rehire. Release of any additional information will require that the employee execute a release. Letters of recommendation must be approved by HR to ensure the accuracy and appropriateness of the information being released.

## **K. Certification and Licensing**

Teachers are required to hold a current California Commission on Teacher Credentialing certificate, permit, or other commission approved document for the assignment held ("Certificated Employee"). In addition, teachers serving students identified as English Language Learners must possess the proper EL authorization. If a teacher has not received this authorization, the School will allow them one year from date of hire to obtain it and will

not assign English Language Learners during that time.

It is the responsibility of each certificated employee to ensure that credentials and permits are renewed in a timely manner and remain current. The School highly encourages all certificated staff to keep their contact information current with the Commission on Teacher Credentialing in order to receive pertinent notifications. Upon renewal of credentials or certificates, proof is to be submitted to the HR department to be copied and filed in the employee's personnel file.

## **L. Mandatory Tuberculosis Testing**

In order to ensure the health and safety of all students and staff of the School, all newly hired employees must submit proof of a negative TB Risk Assessment or TB test by a licensed healthcare provider that has been administered within sixty (60) days prior to hire. A TB test may include an intradermal skin test or an X-ray of the lungs. An individual hired from another California School may request their prior school provide proof of the individual's TB Risk Assessment or TB test. TB Risk Assessments and TB tests are considered expired after four (4) years from the date they are administered and a

proof of a new assessment or test must be submitted to HR in order to continue in employment. Pregnant employees are exempt from providing proof of a TB test for at least sixty (60) days from the end of their pregnancy.

The School will reimburse the cost of the tuberculosis risk assessment and/or the test for all current employees with proof of receipt.

[See also Board Policy 4013]

Initial \_\_\_\_\_

## **Section III: Standards of Conduct**

The School expects all employees to comply with School rules, policies, and regulations as set forth in this handbook. Any employee who fails to do so will be subject to disciplinary action at the School's sole discretion, which management deems appropriate under the circumstances. Such disciplinary action may include, but is not limited to, oral and written warnings, mandatory training, or termination of employment. Any employee's receipt of, participation in or completion of School-required disciplinary action shall not, under any circumstances, limit or alter the School's at-will employment policy, which allows either the School or the employee to terminate the employment relationship at any time, with or without notice, and with or without cause.

### **A. Freedom from Violence**



The School expressly prohibits any acts or threats of violence by any School employee or former employee against any other individual. The School will also not condone any acts or threats of violence against school employees, students or affiliates while engaged in business with or on behalf of the School.

To ensure that the School's objective in this regard is attained, it is the commitment of the School:

1. To provide a safe and healthful work environment, in accordance with the School's safety and health policy.
2. To take prompt remedial action up to and including immediate termination, against any employee who engages in any threatening behavior or acts of violence or who uses any obscene, abusive, or threatening language or gestures.
3. To take appropriate action when dealing with customers, former employees, or visitors to school functions who engage in such behavior. Such action may include notifying the police or other law enforcement personnel and prosecuting violators of this policy to the maximum extent of the law.
4. To prohibit employees, former employees, students, and visitors from bringing unauthorized firearms or other weapons to school, work and non-work related gatherings, meetings and functions.
5. To establish viable security measures to ensure that school meetings and gatherings are safe and secure to the extent possible and to properly handle access to school facilities by the public, off-duty employees, and former employees.

The School will not tolerate any type of workplace violence committed by or against its employees. Employees who violate this policy will be subject to disciplinary action, up to and including discharge. Prohibited conduct includes, but is not limited to:

1. Causing physical injury to another person.
2. Making threatening remarks.
3. Aggressive or hostile behavior that creates a reasonable fear of injury to another person or subjects another person to emotional distress.
4. Possession or threat of using a weapon on the premises and/or at work related events, meetings and gatherings.

Employees who display a tendency to engage in violent, abusive, or threatening behavior, as determined by the School, in its sole discretion, may be referred for counseling or other appropriate treatment.

In furtherance of this policy, employees have a "duty to warn" their supervisors or a HR representative of any suspicious workplace activity or situations or incidents that they observe or that they are aware of that involve other employees, former employees, customers, or visitors and that appear problematic. The welfare of all employees depends upon the alertness

and sensitivity of every individual to potential security risks. Employee reports made pursuant to this policy will be held in confidence to the extent possible. The School will not condone any form of retaliation against any employee for making a report under this policy.

The School has developed guidelines to help maintain a secure workplace.

1. Every employee is directed to report any suspicious persons or activities to the Director or designee:
  - a. Such as persons loitering for no apparent reason in parking areas, walkways, entrances and exits, and service areas.
  - b. Persons who make threats or acts of violence, aggressive behavior, offensive acts, discussion of bringing weapons into the workplace, threatening or offensive comments or remarks, and the like.
2. Employees should immediately notify the Director or designee when other employees or outsiders express anger and make threats against the School or behave in a manner suggesting the possibility of violent activity.
3. Finally, those working in the School's office must also ensure that doors are locked and alarms are activated when applicable.

## **B. Prohibited Conduct**

Employees are expected to conduct themselves in a manner to further the School's objectives.

The following conduct is prohibited and will not be tolerated by the School. This list of prohibited conduct is illustrative only; other types of conduct that threaten security, personal safety, employee welfare and School operations may also be prohibited and will result in disciplinary action up to and including termination.

1. Falsifying employment records, employment information, or other School records;
2. Inefficient or careless performance of job responsibilities or inability to perform job duties satisfactorily;
3. Falsifying any time card - Recording the work time of another employee or allowing any other employee to record another employee's work time, either one's own or another employee's;
4. Theft and deliberate or careless damage or destruction of any School property, or the property of any employee or customer;
5. Removing or borrowing School property without prior authorization;
6. Unauthorized use or misuse of School equipment, time, materials, or facilities;
7. Provoking a fight or fighting during working hours or on School property;
8. Participating in horseplay or practical jokes on School time or on School premises;
9. Carrying firearms or any other dangerous weapons on School premises at any time;
10. Engaging in criminal conduct whether or not related to job performance;
11. Causing, creating, or participating in a disruption of any kind during working hours on School property;
12. Insubordination, including but not limited to failure or refusal to obey the orders or

- instructions of a supervisor or member of management, or the use of abusive or threatening language toward a colleague;
- 13. Using abusive, threatening or intimidating language at any time on School premises;
- 14. Initiating or participating in gossip or slander of other employees, parents, or students;
- 15. Failing to notify a supervisor when unable to report to work;
- 16. Unreported absence of three (3) days;
- 17. Failing to obtain permission to leave work for any reason during normal working hours;
- 18. Failing to observe working schedules, including rest breaks and meal periods;
- 19. Failing to provide a physician's certificate when requested or required to do so;
- 20. Sleeping or malingering on the job;
- 21. Making or accepting personal phone calls, text or email messages during working hours to the extent that it interferes with the performance expectations of the assignment, except in cases of emergency or extreme circumstances;
- 22. Working overtime without authorization or refusing to work assigned overtime;
- 23. Violation of dress standards;
- 24. Violating any safety, health, security or School policy, rule, procedure or violation of the School's drug and alcohol policy;
- 25. Committing a fraudulent act or a breach of trust under any circumstances;
- 26. Committing or involvement in any act of unlawful harassment of another individual;
- 27. Failing to promptly report work-related injury or illness;
- 28. Any other action or behavior, which could harm the School's, parents', or students' interest.

This statement of prohibited conduct does not alter the School's policy of at-will employment. Either the employee or the School remains free to terminate the employment relationship at any time, with or without reason or advance notice.

## **C. Physical Contact with Students and Other Staff Members**

It is the policy of the School that no staff member will use corporal punishment against a student. This prohibition includes: spanking, slapping, pinching, hitting or the use of any other physical force as retaliation or correction for inappropriate behavior. While the use of appropriate touching is part of daily life and is important for student development, a teacher and staff member must ensure that they do not exceed appropriate behavior. If a child or other staff member specifically requests that the individual not be touched, then that request must be honored without question.

The following forms of touching are never appropriate:

1. Sexually motivated physical conduct or touching

2. Angry or violently motivated touching
3. Inappropriate or lengthy embraces
4. Kissing of any kind
5. Corporal punishment
6. Sitting student on one's lap
7. Touching buttocks, chests or genital areas
8. Pushing a person or another person's body part
9. Showing affection in isolated areas
10. Wrestling with students or other staff members
11. Bench-pressing another person
12. Tickling
13. Piggyback rides
14. Massages
15. Any form of unwanted affection
16. Any form of sexual contact
17. Poking fingers at another person that results in an offensive contact
18. Having a student in an employee's vehicle or transporting a student
19. Intentionally being alone with a student
20. Any touching that would lead a responsible person to suspect inappropriate behavior.

For additional examples of unacceptable and acceptable Staff/Student Behaviors, see the School's Professional Boundaries Policy.

Restraining a child who is trying to engage in violent or inappropriate behavior may be permitted. Only such force as necessary to defend one's self or another or to protect property is legally allowed. Excessive force is prohibited. Violation of this policy could subject the teacher or staff member to discipline to include termination for cause. Additionally, the victim may choose to bring civil or criminal charges against the violator.

When interacting with younger children or children with a disability, an appropriate physical touch may sometimes be necessary. A touch for the purpose of redirecting or refocusing, assisting with physical care (i.e. cleaning up a small child after a bathroom accident) may be appropriate in limited circumstances although clearly inappropriate in more general circumstances.

It is impossible to define each and every instance when touching is inappropriate. Employees must use professional judgment and discretion related to physical touch.

This policy does not prevent appropriate forms of touching a student, including for the purpose of guiding them along a physical path, helping them up after a fall, engaging in a rescue or the application of Cardiopulmonary Resuscitation (CPR) or other emergency first-aid. Nor does it prohibit the use of reasonable force and touching in self-defense or in the defense of another.

## **D. Off-duty Conduct**

While the School does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with the School's legitimate business interests. For this reason, employees are expected to conduct their personal affairs in a manner that does not adversely affect the School's or their own integrity, reputation or credibility. Illegal or immoral off-duty conduct by an employee that adversely affects the School's legitimate business interests or the employee's ability to perform their job may result in disciplinary action and/or dismissal as allowed by law.

## **E. Drug and Alcohol Free Workplace and Awareness Program**

The School will comply with all federal and state regulations regarding drug and alcohol use while employees are on the job. This policy covers all School employees and violation of the School's policy related to drug use is grounds for immediate termination. The School is concerned about the use of alcohol, illegal drugs and controlled substances as it affects the workplace, the School community and students. Though marijuana is legal in many California cities, it is still considered an illegal substance under Federal law and therefore considered an illegal substance for this policy. Use of these substances whether on or off the job can adversely affect an employee's work performance, efficiency, safety, and health and therefore seriously impair the employee's value to the School and its students. In addition, the use or possession of these substances on the job constitutes a potential danger to the welfare and safety of other employees and students and exposes the School to the risks of property loss or damage or injury to other persons. The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace.

Conduct against this policy includes, but is not limited to, the following:

1. Driving a School vehicle, or a vehicle designated for school business, while under the influence of alcohol or an illegal or controlled substance;
2. Selling or purchasing an illegal or controlled substance, including while on the job, on school property, or in the presence of students;
3. Possessing or using alcohol or an illegal or controlled substance while on the job, on school property, or in the presence of students,
4. Under the influence of alcohol or an illegal or controlled substance while on the job, on school property, or in the presence of students.

The School will provide information to employees about:

1. The dangers of drug abuse in the workplace;
2. The policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and assistance programs; and
4. The penalties that the School may impose upon them for drug abuse violations

occurring in the workplace.

Violation of these rules and standards of conduct will not be tolerated and may result in disciplinary action, up to and including termination of employment. The School may also bring the matter to the attention of appropriate law enforcement authorities. The School may terminate an employee who is convicted of a controlled substance offense to the extent allowed by law. Alternatively, the School may, as required or allowed in accordance with applicable law, require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

As a condition of employment, employees are required to notify the School in writing of any conviction for a violation of a criminal drug statute. Such notification must be made no more than five (5) calendar days after the conviction. The School may, as required by applicable law, notify federal or state agencies of any applicable employee convictions if such a report is required by law.

The School will provide reasonable accommodation to an employee who voluntarily requests an accommodation or leave of absence to voluntarily participate in a drug or alcohol rehabilitation program. Please note that the request must be made before the employer learns of a violation of the Drug and Alcohol Free Workplace policy. Any employee who participates in a rehabilitation program would still be responsible for following all other School policies. Employees returning from a voluntary rehabilitation program will be required to comply with a return-to-work agreement addressing the terms and conditions of continued employment.

In order to enforce this policy, the School reserves the right to conduct legal searches of school property and to implement other measures, which are in accordance with law and necessary to deter and detect violation of this policy. As a condition of employment, the employee agrees to abide by the terms of this policy.

The School will abide by all relevant laws, including laws regarding employee disability and reasonable accommodations in implementing this policy.

## **F. Tobacco Free Workplace**

The School is a tobacco free workplace. No tobacco products are to be used in the workplace or at work functions. This includes all VAPE and e-cigarette products. Additionally, employees are required to adhere to any building and site policies regarding designated areas for smoking.

## **G. Punctuality and Attendance**

Employee punctuality and consistent attendance contributes to the positive operations of the School. As such, attendance and punctuality are performance expectations and are measured on the overall job performance. Employee tardiness or chronic absenteeism causes unnecessary problems for students and fellow employees. While an employee is absent, other employees may be burdened with performing additional duties in order to maintain operations. Further, employees are expected to report to the workplace and be prepared to begin work at their scheduled reporting times. To avoid conflict with the daily operations of the School, employees should schedule personal affairs outside of regular



working hours.

If an employee is unable to report for work on any particular day, they must call their supervisor or HR at least one hour before the time they were scheduled to begin working on that day in order to obtain pre-approval for the absence. An employee may be excused from this one hour notice requirement if extenuating circumstances prevented them from contacting the supervisor. In all cases of absence or tardiness, employees must provide the School with an honest reason or explanation.

Employees must inform HR or designee of the expected duration of any absence. Excessive absences, lateness or failure to give the supervisor advance notice for absence or lateness can result in disciplinary action or dismissal from employment. Excessive absenteeism or tardiness, whether excused or not, will not be tolerated.

If the employee fails to report for work without any notification to their supervisor or to HR, and the absence continues for a period of three days, the School will consider it a voluntary resignation unless a written medical excuse is provided by a physician to confirm that the employee has not abandoned their employment.

Employees with emergencies or situations that do not allow them to do their job, must inform their supervisor or HR within 24 hours. Failure to return phone calls or emails within 24 hours during workdays requires an explanation to the employee's supervisor. Failure to inform a supervisor of an expected absence, failure to return phone calls or emails for three (3) work days without notice, and missing required deadlines or meetings constitutes abandonment of employment.

Please refer to the policies related to leaves of absence and paid sick days in the handbook for more information.

## **H. Professionalism**

The success of the School depends upon the quality of the relationships between the School, its employees, students, parents and the general public. The public impression of the School and its interest will be formed, in part, by their interactions with employees. The more goodwill an employee promotes, the more employees, students, parents and the general public will respect and appreciate the employee, the School, and the Schools' services.

Employees are encouraged to help make a good impression of the School by:

1. Communicating regularly.
2. Acting competently and dealing with others in a courteous and respectful manner.

3. Communicating pleasantly and respectfully with others at all times.
4. Following up on requests and questions promptly, providing professional replies to inquiries and requests.
5. Responding to email and voicemail within 24 business hours, or within a reasonable period of time depending on the assignment (employees should discuss this with their supervisor).
6. Taking pride in performing duties in an exceptional manner.

Employees may not bring their own children to school events (learning period meetings, assessments, school meetings, etc.) unless they are a student participant in the events or it is a general school event open to all students or employee families. The CEO or designee may grant an exception.

## **I. Dress Code**

Each employee is a representative of the School in the eyes of the public. Therefore, each employee must report to work properly groomed and dressed in professional attire in a manner consistent with the nature of the work performed. Employees who report to work inappropriately dressed may be asked to clock out and return in acceptable attire.

Violation of the dress code is determined by the CEO or designee. The CEO or designee may issue more specific dress code guidelines at any time, which shall be in accordance with law. The standards of grooming and hygiene outlined below set the minimum requirements to which all employees, contract workers, and temporary staff are required to adhere.

Employee dress is described as business casual, which includes:

- Slacks, dockers and other office style pants,
- Skirts and dresses to or below the knee,
- Button down shirts, blouses, and sweaters.
- All clothes are to appear clean, pressed and without stains or holes.

Inappropriate attire:

- Spaghetti straps or strapless tops,
- Overly baggy or tight so as to be revealing,
- Plunging necklines, midriff revealing tops, or any clothing that exposes the employee inappropriately,
- Clothing with offensive words or pictures,
- Any clothing that is overly casual (shorts, tank tops, athletic wear), appears dirty, wrinkled, or has stains or holes.

Overall grooming - Grooming standards for everyone includes the appearance of care and proper hygiene. Hair, makeup, and jewelry may not interfere with an employee's

ability to perform the job duties or pose a safety issue. Facial piercings should be removed and tattoos should be covered during work hours. Excessive piercings or offensive tattoos may prohibit an individual from being considered for a customer facing assignment. The School reserves the right to ask any employee to cover inappropriate tattoos or remove any piercings that are not reflective of the school culture.

Exceptions - The School recognizes some events as acceptable for casual dress. The majority of the same dress and grooming standards apply, however employees may wear jeans, seasonally appropriate clothing, and more casual shoes.

Requests for an exception to the dress code policy for religious beliefs or practices must be addressed to the CEO or designee or an HR representative. Each request will be evaluated on a case-by-case basis.

Supervisors are expected to inform employees when they are violating the dress code. Employees in violation are expected to immediately correct the issue. This may include having to leave work to change clothes. Repeated violations or violations that have major repercussions may result in disciplinary action being taken up to and including termination.

## **J. Gifts to Employees**

It is the policy of the School that no employee may accept any gift from an outside party, client, contractor, vendor, community provider, business associate, parent or student that is of such nature that it could affect their impartiality with regard to decisions or actions affecting school operations. Gifts with a value of less than \$50 are excluded from this policy.

## **K. Fee and Cash Collection**

No staff member, other than specifically authorized individuals, is permitted to accept cash and/or checks. All school events, for which money is collected, must be approved by the Director or designee who will supervise the collection of all fees and will be responsible for managing the receipts. Cash and/or checks should not be stored or locked in staff offices or desks. All financial transactions should be coordinated with the Director or designee. Employees must obtain approval from the Director prior to soliciting staff for donations or financial support for any outside event/activity.

## **L. Building Security**

Building security is the responsibility of all staff. The last employee, or a designated employee, who leaves the office at the end of the business day assumes the responsibility to ensure that the office is secure; for example, all doors are securely locked, the alarm

system is armed, thermostats are set on appropriate evening and/or weekend setting, and all the appliances and lights are turned off with the exception of the lights normally left on for security purposes. Employees are not allowed on properties or leased facilities after hours without prior authorization from the Director, CEO or designee. All employees who are issued keys to the office are responsible for their safekeeping and will sign for receipt of such key.

Initial\_\_\_\_\_

## **Section IV: Personnel Policies and Procedures**

The School will continually strive to recruit and retain highly qualified employees and remain a competitive public school employer, including examining employee evaluation, compensation, and discipline/dismissal practices periodically.

### **A. New Employee Orientation**

Orientation is a formal welcoming process that is designed to make the new employee feel comfortable, informed about the School, and prepared for their position. New employee orientation, includes an explanation of the core values, vision, mission, goals, and objectives of the School. In addition, the new employee will be given an overview of benefits and complete any necessary paperwork through the HR department.

### **B. Remote Work Policy**

MYA is a remote workplace that will require in-person attendance. This is stated in an employee's Job Description. Employees must adhere to all policies and procedures regardless of their remote work status.

#### **Definitions**

Remote work, working remotely, telework, telecommute, or work-from-home are defined as any work arrangement that allows employees to work outside of a primary worksite at an alternate location.

#### **Remote Work Policy**

Employees who work remotely are expected to maintain normal productivity and performance as if they were conducting business onsite. They may not carry out work for anyone other than MYA during this time. Employees must use approved time off for absences. Employees must accommodate themselves for any of the following, but not limited to, on-site meetings, conferences, retreats, state testing, team-building days, and/or training.

#### **Availability and Communications**

Because we have a flexible work environment, we ask that employees be available to take work related calls and attend meetings as needed with minimum disruption, Monday through Friday. The only requirements put in place around work location and time are that timelines are met, and student/School

needs are tended and responded to in a reasonable time frame.

### **Workspace**

Employees should establish a workspace that is safe and conducive to conducting day to day business. Employees are responsible for maintaining adequate and reliable internet service regardless of where they sit.

Employees should seek a quiet and distraction-free working space, to the extent possible.

MYA issues all employees the necessary equipment and software licenses to do their job effectively.

### **Equipment**

MYA will determine and approve, with information supplied by the employee and the supervisor, the appropriate equipment needed for each employee. Equipment supplied by MYA will be maintained by MYA. Equipment supplied by the employee, if deemed appropriate by MYA, will be maintained by the employee. MYA accepts no responsibility for damage or repairs to employee-owned equipment. MYA reserves the right to make determinations as to appropriate equipment, subject to change at any time. Equipment supplied by MYA is to be used for business purposes only. The employee must sign an inventory of all MYA property received and agree to take appropriate action to protect the items from damage or theft. Upon termination of employment, all MYA property will be returned, unless other arrangements have been made.

MYA does not provide employees with office furnishings for their home offices. Employees are responsible for equipping and maintaining their home offices so that they can accomplish their work in an efficient and expeditious manner.

MYA will supply the employee with appropriate office supplies (pens, paper, etc.) as deemed necessary. Occasionally, when pre-approved by the Director, employees will be reimbursed for business-related expenses that are reasonably incurred in carrying out the employee's job.

### **Virtual Meetings**

While distractions are sometimes unavoidable, try to keep them to a minimum. No music or television in the background during meetings.

Keep yourself muted during group video or audio conferencing unless you are speaking.

Turning on video is required. We understand there may be rare occasions where you are unable to utilize your video, however, this should be the exception rather than the norm.

Avoid eating a meal during a virtual meeting unless invited to do so by the meeting host.

Smoking or vaping is not permitted during a video conference.

Casual dress is acceptable; however, use discretion. We are a business casual environment.

Avoid multitasking. Give your full attention to the meeting as if you were face to face.

### **Timekeeping**

Hourly employees must accurately record all working time and may not work "off the clock."

Hourly employees must use timesheets approved by MYA and are required to log out for lunch as required by law.

### **Confidentiality**

MYA employees must adhere to policies as they relate to client and proprietary information even while

working remotely. Employees agree to maintain confidentiality and keep passwords and other information safe at their remote work area.

### Security

Remote employees will be expected to ensure the protection of proprietary information accessible from their home office. Steps include the use of regular password maintenance and any other measures appropriate for the job and the environment.

### Workers Compensation

In the event of a job-related injury, employees should report the incident to their direct supervisor as soon as possible. Note that workers' compensation does not apply to injuries to any third parties or members of Employee's family on Employee's premises. Furthermore, workers' compensation does not apply to injuries incurred outside of working hours/outside of the remote workspace.

## C. Employee Status

Employees may include exempt, nonexempt, regular full-time, regular part-time, and seasonal persons employed with the School who are subject to the control and direction of the School in the performance of their duties.

- Exempt: Employees whose positions meet specific criteria established by the Fair Labor Standards Act (FLSA) and who are exempt from overtime pay requirements.
- Nonexempt: Employees whose positions do not meet FLSA criteria and who are paid one and one-half their regular rate of pay for hours worked in excess of 40 hours per week. Nonexempt employees are also subject to meal period and rest break regulations.
- Regular full-time: Employees who are regularly scheduled to work 30 or more hours per week. Generally, full time employees are eligible for the School benefit package, subject to the terms, conditions, and limitations of each benefit program. Full-time status will be evaluated on a monthly basis.

Employee Status	Teacher Facilitator	Exempt Certificated and Classified	NonExempt Classified
	(Student Caseload per Month)	(FTE)	(Hours per Week)
Regular Full Time	1922+ students	.75+ FTE	30+ hours
Regular Part Time	10-1814-21 students	.50 - .74 FTE	20-29 hours
Non-Regular	913 or less students	.49 FTE or less	19 hours or less

### **Student Counts**

The teacher may indicate their desired student count with the School as a request, however, the needs of the School will determine the number of students assigned to the teacher.

## **D. Job Duties**

The assigned supervisor will clarify the job duties and the expectations for behavior and job performance. The employee's job responsibilities and tasks are subject to change and update during employment as stated in the at-will employment agreement and job description and job description. On occasion, the employee may be asked to work on projects, or to help with other work necessary or important to the operation of their department or the School. The employee's cooperation and assistance in performing such additional work is expected. The School reserves the right, at any time, with or without notice, to alter or change job responsibilities, reassign or transfer any employee's job positions, or assign additional job responsibilities.

## **E. Nonexempt Employees**

### **1. Work Schedules**

Business hours of school sites and offices (if any) shall be established by the CEO or designee. The CEO or designee will assign the classified staff's individual work schedule to ensure staffing throughout the workday. Employees are expected to be **online** or at their desks or workstations ~~at the start of their scheduled shifts,~~**when** ready to work.

For the purposes of pay and leave accrual calculations, full-time for classified employees, is defined as 2,080 working hours. ~~Work schedule exchanges will be reviewed on a case by case basis as long as the exchange does not interfere with normal operations or result in excessive overtime. Exchanging work schedules with other employees may be authorized by the supervisor or their designee when necessary.~~

The workweek begins at 12:01 a.m. Monday and ends at midnight on Sunday.

### **2. Rest Breaks and Meal Periods**

#### *a. Rest Breaks*

Rest breaks are on the clock and duty-free. Employees are expected to return to work promptly at the end of any rest breaks.

#### *b. Number of Rest Breaks*

Nonexempt employees are provided one (1) paid ten-minute rest break for every four (4) hours worked (or major fraction thereof, which is defined as any amount of time over two (2) hours). A rest break is not authorized for employees whose total daily work time is less



than three and one half (3.5) hours.

If the employee works a shift from three and one-half (3.5) to six (6) hours in length, they will be entitled to one (1) paid ten-minute rest break. If they work more than six (6) hours and up to 10 hours, they will be entitled to two (2) paid ten-minute rest breaks. If the employee works more than 10 hours and up to 14 hours, they will be entitled to three (3) paid ten-minute rest breaks.

#### *c. Timing of Rest Breaks*

The employee is authorized and permitted to take a rest break in the middle of each four-hour work period. There may be practical considerations that make this general timing infeasible and that require the School to deviate from this general rule. The employee will be informed if there are practical considerations that make this timing infeasible. In the event of these considerations, the immediate supervisor may need to schedule the rest breaks.

#### *d. Meal Period*

All nonexempt employees will be provided an uninterrupted unpaid meal period of at least 30 minutes if working more than five (5) hours in a workday. The employee must clock out for the meal period and will be permitted a reasonable opportunity to take this meal period. During the meal period, the employee is relieved of all duty and is free to leave the premises. The employee is expected to return to work promptly at the end of the meal period.

If the total work period for the day is more than five (5) hours per day, but no more than six (6) hours, the meal period may be waived. This cannot be done without the mutual consent of the employee and HR. Any such waiver must be requested and approved with HR and supervisor in advance.

#### *e. Timing of Meal Period*

As with rest breaks, the employee is authorized and permitted to take a meal period.

The meal period will be provided no later than the end of the fifth hour of work. For example, if work begins at 8:00 a.m., the meal period must begin by 12:59 p.m. (which is four hours and 59 minutes into the shift).

There may be practical considerations that make this general timing infeasible and that require the School to deviate from this general rule. The immediate supervisor may need to schedule the timing of an employee's meal period to ensure efficient business operations.

#### *f. Second Meal Period*

If the employee works more than 10 hours in a day, they will be provided a second, unpaid meal period of at least 30 minutes. Again, the employee must clock out for the meal period and will be permitted a reasonable opportunity to take this meal period; the employee will be

relieved of all duty. During the meal period, the employee is relieved of all duty and is free to leave the premises. The employee is expected to return to work promptly at the end of the meal period.

Depending on the circumstances, the employee may be able to waive the second meal period if the first meal period was taken and if the total hours worked for the day is no more than twelve hours. This cannot be done without the mutual consent of the employee and HR. Any such waiver must be requested and approved with HR and supervisor in advance.

*g. Timing of Second Meal Period*

As with rest breaks, the employee is authorized and permitted to take a meal period. A second meal period is required if the employee's hours exceed 10 hours in one workday.

This second meal period will be provided no later than the end of the 10th hour of work. For example, if work begins at 8:00 a.m., the employee must start the second meal period by 5:59 p.m. (which is 9 hours and 59 minutes into the shift).

There may be practical considerations that make this general timing infeasible and that require the School to deviate from this general rule. The immediate supervisor may need to schedule the timing of an employee's meal period to ensure business operations.

*h. Recording Meal Periods*

The employee must clock out for any meal period and record the start and end of the meal period. Employees are not allowed to work "off the clock." Work time must be accurately reported on the time record.

*i. Missed Rest Breaks and Meal Periods*

If for any reason the employee is not provided a rest break or meal period in accordance with the policy, or if they are in any way discouraged or impeded from taking their rest break or meal period, or from taking the full amount of time allotted to them, the employee may be eligible for a missed rest break or meal period remedy and should immediately notify HR.

Anytime the employee misses a rest break or meal period that was provided to them (or they work any portion of a provided meal period), they will be required to report the time to HR and document the reason for the missed rest break and meal period.

Please also refer to the School's Timekeeping Policy.

### **3. Timekeeping**

All nonexempt employees are required to record time worked for payroll purposes. Employees must record their own time at the start and at the end of each work period,

including before and after the meal period. Altering with this procedure in any way is not permissible and is subject to disciplinary action. Time cards in the payroll system are to be approved by the employee and the supervisor prior to each payroll. Any errors on the time card should be reported immediately to HR. Employees with consistent patterns of not following time recording responsibilities are subject to disciplinary actions.

All communication between the nonexempt employee and management concerning work related issues is not permitted after hours. Once the nonexempt employee has recorded the end of a work period at the end of the day, that employee is no longer clocked in. All work related correspondence will resume the next work day except in the case of an emergency or at the direction of the supervisor. Nonexempt employees will be compensated at the appropriate rate of pay for any additional time worked outside of their work day.

#### **4. Pay for Mandatory Meetings & Training**

The School will pay nonexempt employees for attendance at meetings, lectures, and training programs when attendance is mandatory, and the meeting, course, or lecture is directly related to the job and is outside of the regular schedule. Unless otherwise noted, trainings and meetings are included as part of an exempt employee's regular pay.

#### **5. Overtime**

All overtime work must be requested in advance by the employee and authorized by the supervisor prior to the time to be worked. Nonexempt classified employees may be directed to work overtime as necessary. Only actual hours worked in a given workday or workweek can apply in calculating overtime. The School provides compensation for all overtime hours worked by nonexempt employees in accordance with state and federal law. All hours worked in excess of eight (8) hours in one workday or 40 hours in one workweek will be treated as overtime. A workday begins at 12:01 a.m. and ends at midnight 24 hours later. The work week begins at 12:01 a.m. Monday and ends at midnight on Sunday.

Compensation for hours in excess of 40 hours for the workweek, or in excess of eight (8) hours and not more than 12 hours for the workday, and for the first eight hours on the seventh consecutive day of work in one workweek, shall be paid at a rate of one-and-one-half times the employee's regular rate of pay. Compensation for hours in excess of 12 hours in one workday and in excess of eight (8) hours on the seventh consecutive workday in a workweek shall be paid at double the regular rate of pay.

## **F. Exempt Employees**

The School will pay exempt employees a salary rather than by the hour. Once an employee's sick days have been exhausted or are otherwise unavailable, the School will deduct pay from an exempt employee's salary under the following circumstances: (i) one or more full days absences for personal reasons; (ii) one or more full day absences for illness, injury, or

sickness, (iii) one or more full work weeks disciplinary suspensions; and (iv) partial (for intermittent leave) or full day absences during an approved family or medical leave in accordance with law. Exempt employees who believe that the School made an incorrect or improper salary deduction should promptly report the deduction to their supervisor or the HR department. If the School incorrectly or improperly made a deduction from an exempt employee's salary, it will reimburse the employee for the deducted pay as soon as possible.

## **G. Salary Overpayments**

Because the School receives public funds, the School is obligated by law to seek reimbursement for any salary overpayment and cannot waive the recovery of the overpayment. Employees who receive excess pay as a result of a payroll error are required to return the funds to the School. The School will provide the employee with the correct salary calculation and the amount that is owed to the School. The employee may return the overpayment in full through a cashier's check or money order or allow the School to deduct the overpayment from the next paycheck. The School may arrange for a repayment plan that is mutually agreeable to both the School and the employee and does not exceed one calendar year from the date of the overpayment. Should an employee resign prior to completing the repayment, the full amount shall become due upon termination. A repayment plan may be offered to a terminated employee not to exceed three (3) months in duration.

## **H. Employee Evaluation**

Supervisors will conduct performance reviews with all regular full-time and regular part-time employees annually. Supervisors may conduct informal performance reviews and goal setting sessions more often if they choose.

Performance reviews are designed for the supervisor and the employee to discuss their current job tasks, encourage and recognize attributes, and discuss positive, purposeful approaches for meeting work-related goals. Together, the employee and supervisor will discuss ways in which the employee can accomplish goals and/or learn new skills.

Performance review and goal setting sessions may or may not have a direct effect on any changes in salary compensation. For this reason, among others, it is important to prepare for these reviews carefully, and participate in them fully.

Additional details on employee evaluations will be provided by Human Resources upon hire.

## **I. Corrective Action**

All employees are expected to meet School standards of work performance. Work performance encompasses many factors, including attendance, punctuality, personal conduct, job proficiency and general compliance with School policies and procedures. If an employee

does not meet these standards, the School may or may not, at its sole discretion, take corrective action, other than immediate dismissal. Employees have no entitlement to corrective action or progressive discipline prior to dismissal.

The intent of corrective action is to formally document problems while providing the employee with a reasonable time within which to improve performance. The School holds each of its employees to certain work rules and standards of conduct. When an employee deviates from these rules and standards, the employee may be terminated, or, at the School's discretion, be subject to corrective action by a supervisor.

Corrective actions may include, but are not required to include, an oral warning, a written warning, probation, suspension, and termination of employment. In deciding which initial corrective action would be appropriate, a supervisor may consider the seriousness of the infraction, the circumstances surrounding the matter, and the employee's previous record. As an at-will employer, the School may use all, some or none of the corrective actions described and will handle corrective action based on its own discretion.

Though the School will try to find paths for improvement whenever possible, the School considers certain rule infractions and violations of standards as grounds for immediate termination of employment. These include but are not limited to: theft in any form, insubordinate behavior, any misconduct concerning a child/student, vandalism or destruction of School property, trespassing, the use of School equipment without prior authorization, untruthfulness about personal work history, skills, or training, divulging proprietary information, and misrepresentations of the School to another employee, a prospective employee, or the general public.

Nothing in this section or any other section alters an employee's status as an at-will employee who may be terminated, with or without cause and with or without advance notice at any time by the School. Nothing in this section is intended to interfere with an employee's rights to communicate or voice concerns that are protected by Federal and State law.

## **J. Procedure for Disciplinary Action**

The corrective action process is designed to encourage development by providing employees with guidance in areas that need improvement such as poor work performance, attendance problems, personal conduct, general compliance with School policies and procedures and/or other disciplinary problems.

Corrective actions may be taken at the discretion of management and include any of the following:

1. Verbal counseling, which may be confirmed in writing by the supervisor
2. Written warning, which will be placed in the personnel file
3. Suspension, which will be confirmed in writing for the personnel file. Suspension is

normally used to remove an employee from the organization premises during an investigation, or as a disciplinary action. This may be paid or unpaid. If the employee is suspended, it will be documented in the personnel file.

4. Discharge, which will be documented in the personnel file.

The corrective action process will not always commence with verbal counseling or include every step. The above options are not to be seen as a process in which one step always follows another. Some acts, particularly those that are intentional or serious, warrant more severe action on the first or subsequent offense. Consideration will be given to the seriousness of the offense, the intent and motivation to change the performance, and the environment in which the offense took place. As a reminder, employment remains at-will before, during, and after a disciplinary action.

## **K. Terminations**

There are two types of terminations that may affect employees. Voluntary termination results when an employee voluntarily resigns their employment. Involuntary terminations result when the School makes the decision to end the at-will employment agreement.

Regardless of the reason for termination, all school-owned property, including vehicles, keys, credit cards, student files, or school property in the possession of the employee must be returned to the School immediately upon termination from employment, within 72 hours from the final date of employment with the School. Employees are not to recruit students from the School to a new place of employment.

All wages owed will be paid out upon the date of termination for involuntary terminations or within 72 hours after an employee's resignation if the employee gave 72 hours or less notice.

## **L. Personnel Records**

Employees have a right to inspect certain documents in the personnel file as provided by law. The contents of personnel records will be available for inspection to the current or former employee, or their representative, at reasonable intervals and at reasonable times, but not later than thirty (30) calendar days from the date the School receives a written request. However, the employee, or their representative, and the School agree in writing to a date beyond thirty (30) calendar days to inspect the records, and the agreed-upon date does not exceed thirty-five (35) calendar days from receipt of the written request. Additionally, the School shall provide a copy of the personnel records, at a charge not to exceed the actual cost of reproduction, to a current or former employee, or their representative, no later than thirty (30) calendar days from receipt of the request, unless the current or former employee, or their representative, and the School agree in writing to a date beyond thirty (30) calendar days to produce a copy of the records, as long as the agreed-upon date does not exceed thirty-five (35) calendar days from the employer's receipt of the written request.

The employee may add comments to any disputed item in the file. Only HR, the CEO or designee is authorized to release information about current or former employees. Disclosure of personnel related information to agencies or individuals outside the School will be limited and in accordance with law; however, the School will cooperate with requests from authorized law enforcement or local, state or federal agencies conducting official investigations and as otherwise legally required.

The School is required by law to keep current all employees' names and addresses. Employees are responsible for notifying the School in the event of a name or address change.

## **M. Destruction of Personal Information Records**

In the course of the employee's duties at the School, they may encounter records which contain personal information (i.e., a person's name and Social Security Number, driver's license number, state identification number or any account number, credit or debit card number, access code or passwords that may permit access to an individual's financial account, payroll, or personal health information). The School expects all employees to take appropriate measures to maintain the confidentiality and integrity of such information and prevent unauthorized access. Employees must ensure hard copies of documents are stored securely, such as in a locked file cabinet, with access provided only to authorized individuals with a need to know. Electronic media must be encrypted or password protected. Passwords should never be included in any transmission that also contains the data. Employees should dispose of data no longer needed by shredding paper documents and properly erasing electronic media to ensure that the personal information cannot be read or reconstructed. Failure to follow proper storage and disposal procedures may result in disciplinary action up to and including termination.

## **N. Employment Posters**

The School maintains bulletin boards in School offices and on the HR information system that contain important information about employment. In addition to federal and state required notices, school-related information will also be available in these locations. All employees are encouraged to look at the [online](#) bulletin board regularly and to read all of the information displayed [and made available](#) in detail. Any questions about the information should be directed to the supervisor or HR. These bulletin boards are reserved for School use only; employees may not post or remove any information from them.

## **O. Outside Employment**

This policy is not intended to prohibit an employee from working an appropriate second job. Employees are permitted to engage in outside work or hold other jobs, subject to certain restrictions as outlined below.

- (1) Activities and conduct away from the job must not compete, conflict with or



compromise the school interests or adversely affect an employee's job performance and the ability to fulfill all responsibilities to the School. Employees are prohibited from performing any services for customers on non-working time that are normally performed by the School. This prohibition also extends to the unauthorized use of any school tools or equipment and the unauthorized use or application of any confidential information. In addition, employees are not to solicit or conduct any outside business during paid working time.

(2) Employees are cautioned to consider carefully the demands that additional work activity will create before accepting outside employment. Outside employment will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel or refusal to work overtime or different hours. If outside work activity causes or contributes to job-related problems, it must be discontinued, and, if necessary, normal disciplinary procedures will be followed to deal with the specific problem.

(3) In evaluating outside work, the following guidelines will be considered to determine whether the proposed employment is allowed. Employees may not engage in outside employment that:

- 1) involves working for a competing or similar model School;
- 2) occurs during work hours without the use of appropriate leave;
- 3) actually or potentially results in a conflict of interest with or interfere with the employee's responsibilities to the School;
- 4) involves working for an organization that does business with the School, such as contractors, community providers, suppliers and customers;
- 5) may adversely affect the School's image.

(4) Employees who have accepted outside employment may not use paid sick leave to work on the outside job. Fraudulent use of sick leave will result in disciplinary action up to and including termination.

If it is determined that the outside employment constitutes a conflict of interest or disruption of the School's operation, the employee will be asked to limit or restrict the outside employment. Disciplinary action up to and including termination of employment may be taken for outside employment that is inconsistent with this policy unless otherwise approved.

## 0. Whistleblower Policy

It is the policy of the School to encourage its employees and applicants for School employment to disclose improper governmental activities, based in part on California Education Code Section 44110 et. seq. and to address written complaints that allege acts or attempted acts of interference, reprisal, retaliation, threats, coercion or intimidation against employees or applicants who disclose improper governmental activities. School management has the responsibility to seek out and correct any and all abuses resulting from improper

governmental activities, and to protect those who come forward to report improper governmental activities.

Concerns that may be raised include, but are not limited to, the following:

- 1) Reporting suspected violations of local, state, and federal law, including but not limited to federal laws and regulations;
- 2) Providing truthful information in connection with an inquiry or investigation by a court, agency, law enforcement, or other governmental body; and
- 3) Identifying potential violations of School policy, specifically the policies contained in the handbook with reference to employee safety or health, unsafe working conditions or work practices in the employee's employment or place of employment.

A whistleblower can also be an employee who refuses to participate in an activity that would result in a violation of a state or federal statute, or a violation of or non-compliance with a local, state or federal rule or regulation.

The School may not:

- 1) Make, adopt, or enforce any rule, regulation, or policy preventing an employee from being a whistleblower;
- 2) Retaliate against an employee who is a whistleblower;
- 3) Retaliate against an employee for refusing to participate in an activity that would result in a violation of a state or federal statute, or a violation or noncompliance with a state or federal rule or regulation; or
- 4) Retaliate against an employee for having exercised their rights as a whistleblower in any former employment.

## **P. Complaint Procedure**

The School encourages employees to resolve issues or concerns at the lowest level possible to ensure a positive and professional work environment. When issues cannot be successfully resolved or the issue is serious in nature against the supervisor, the employee should bring the matter to the attention of HR for assistance. The complaint procedure approved by the Board of Directors is as follows:

1. The complainant will bring the matter to the attention of the Human Resources manager as soon as possible after attempts to resolve the complaint with the immediate supervisor have failed or were not appropriate; and
2. The complainant will reduce their complaint to writing, indicating all known and relevant facts, in the School's Internal Complaint Form. The Human Resources manager or designee will then investigate the facts and provide a solution or explanation.

3. If the complaint is about the Human Resources manager, CEO, or Director, the complainant may file their Internal Complaint Form with the President of the School's Board of Directors, who may then confer with the Board and may conduct a fact-finding investigation or authorize a third party investigator on behalf of the Board. The Board President or investigator will report their findings to the Board for review and action, if necessary.

This policy cannot guarantee that every problem will be resolved to the employee's satisfaction. However, the School values each employee's ability to express concerns, and the need for resolution without fear of adverse consequence to employment.

1. Confidentiality: All complainants will be notified that information obtained from the complainants and thereafter gathered will be maintained in a manner as confidential as possible, but in some circumstances absolute confidentiality cannot be assured.
2. Non-Retaliation: All complainants will be advised that they will be protected against retaliation as a result of the filing of any complaint or participation in any complaint process.
3. Resolution: The School will investigate complaints appropriately under the circumstances and pursuant to the applicable procedures, and if necessary, take appropriate remedial measures to ensure effective resolution of any complaint.

## **Q. Uniform Complaint Procedures**

The School will provide annual notice to all employees of the Uniform Complaint Procedures that may be used to allege a violation of federal or state laws governing certain educational programs. Copies of the Uniform Complaint Procedures and additional information may be found in the board policy section on the School's website or by contacting HR.

## **R. Arbitration Agreement**

### **Agreement to Arbitrate Disputes and Claims**

The School and employee mutually agree to submit to binding arbitration any and all disputes or claims they could otherwise pursue in court arising from or relating to employee's recruitment to or employment with the School, or the termination of that employment, including claims against any current or former agent or employee of the School, whether the disputes or claims arise in tort, contract, or pursuant to a statute, regulation, or ordinance now in existence or which may in the future be enacted or recognized, including, but not limited to, the following:

- claims for fraud, misrepresentation, promissory estoppel, fraudulent inducement of

contract or breach of contract, whether such alleged contract or obligation be oral, written, or express or implied;

- claims for wrongful termination of employment, violation of public policy and constructive discharge, infliction of emotional distress, interference with contract or prospective economic advantage, defamation, unfair business practices, invasion of privacy;
- claims for employment discrimination, retaliation or harassment
- claims for violation of local, state or federal wage and hour laws, such as non-payment or incorrect payment of wages, sick pay, commissions, bonuses, severance, employee fringe benefits, or stock options.

The School and employee understand and agree that the arbitration of the disputes and claims covered by this Agreement shall be the sole and exclusive mechanism for resolving any and all existing and future disputes or claims arising out of employee's recruitment to or employment with the School or the termination thereof, except as set forth below.

#### **Claims Not Covered by this Agreement**

The following claims are not subject to arbitration under this Agreement: (1) claims for workers' compensation benefits, state or federal disability benefits or state unemployment benefits; (2) administrative charges or claims filed with a federal, state or local government office or agency, such as the Equal Employment Opportunity Commission ("EEOC") or any comparable state anti-discrimination agency, or the National Labor Relations Board ("NLRB"); (3) any claims that, as a matter of law, cannot legally be subject to arbitration; (4) claims under an employee benefit or pension plan that specifies a different arbitration procedure; (5) litigation pending in a state or federal court as of the date Employee signs this Agreement; or (6) claims brought pursuant to the California Labor Code Private Attorneys General Act of 2004.

#### **Waiver of Right to Trial**

The School and employee understand and agree that the arbitration of disputes and claims under this Agreement shall be instead of a trial before a judge or jury. The School and employee understand and agree that, by signing this Agreement, they are expressly waiving, to the fullest extent permitted by law, any and all rights to a trial before a judge or jury, regarding any disputes and claims they may have that are subject to arbitration under this Agreement.

#### **No Consolidation of Claims / Waiver of Class Claims**

The School and employee agree to individualized arbitration, with claims pertaining to different employees to be heard in separate proceedings. This means that no other person shall be entitled to join or consolidate in arbitration any claim by or against other current or former School employees. As such, except as set forth above, the School and employee agree that both the School and employee hereby waive any right to bring on behalf of other

persons, or to otherwise participate in, a class, collective or representative action (i.e. a type of lawsuit in which one or several persons sue on behalf of a larger group of persons).

#### **Arbitration Procedures; Final and Binding Award**

The arbitration shall be conducted by a single neutral arbitrator in accordance with the then-current Employment Arbitration and Mediation Procedures of the American Arbitration Association ("AAA"), which can be viewed at <http://www.adr.org/employment>. The School will provide the employee with a copy of these rules upon request. The arbitration shall take place in the county of the state in which the employee is or was last employed by the School, unless the School and the employee mutually agree on a different location. All parties shall be entitled to engage in reasonable pre-hearing discovery to obtain information to prosecute or defend the asserted claims. Any disputes between the parties regarding the nature or scope of discovery shall be decided by the arbitrator. The arbitrator shall hear and issue a written ruling upon any motions brought by either party, including but not limited to, motions for summary judgment or summary adjudication of issues.

After the hearing, the arbitrator shall issue a written decision setting forth the award, if any, and explaining the basis therefore. The arbitrator shall have the power to award any type of relief that would be available in court. The arbitrator's award shall be final and binding upon the parties and may be entered as a judgment in any court of competent jurisdiction. In the event of any conflict in the arbitration procedures set forth in this Agreement and the AAA rules specified above, the AAA rules shall control.

Notwithstanding the foregoing, and regardless of what is provided by AAA's rules, the arbitrator will not have authority or jurisdiction to consolidate claims of different employees into one proceeding, nor shall the arbitrator have authority or jurisdiction to hear the arbitration as a class, collective or representative action.

#### **Governing Law**

The School and employee understand and agree that any disputes and claims to be arbitrated under this Agreement shall be governed by the laws of the state in which the employee was employed at the time the arbitrable disputes or claims arose. This Agreement is governed by the Federal Arbitration Act. The School and employee intend that this Agreement be limited to those claims that may legally be subject to a pre-dispute arbitration agreement under applicable law. A court construing this Agreement may therefore modify or interpret it to render it enforceable.

#### **Costs of Arbitration**

The School and employee agree that the School will bear the arbitrator's fee and any other type of expenses or cost that the employee would not be required to bear if they were free to bring the disputes or claims in court. Otherwise, the School and employee shall each bear their own attorneys' fees and costs incurred in connection with the arbitration. The arbitrator shall have the authority to award attorneys' fees and costs as

required or permitted by applicable law. If there is a dispute as to whether the School or

employee is the prevailing party in the arbitration, the arbitrator will decide the issue.

### **Severability**

The School and employee understand and agree that if any term or portion of this Agreement shall, for any reason, be held to be invalid or unenforceable or to be contrary to public policy or any law, then the remainder of this Agreement shall not be affected by such invalidity or unenforceability but shall remain in full force and effect, as if the invalid or unenforceable term or portion thereof had not existed within this Agreement.

### **Complete Agreement**

The School and employee understand and agree that this Agreement contains the complete agreement between the School and employee regarding the subjects covered in it; that it supersedes any and all contrary prior representations and agreements between the School and employee on these subjects, if any; and that it may be modified only in writing, expressly referencing this Agreement and employee by full name, and signed by an authorized representative of the School and the employee.

### **Knowing and Voluntary Agreement**

The employee has been advised to consult with an attorney of their own choosing before signing this Agreement. The employee agrees to read this Agreement carefully and understands that by signing it, they are waiving all rights to a trial or hearing before a judge or jury with respect to any and all disputes and claims regarding employee's employment with the School or the recruitment to or termination thereof that are subject to arbitration under this Agreement.

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## **Section V: Operational Considerations**

### **A. Employer Property**

Anything purchased with school funds such as computers and educational materials are considered School property and must be maintained according to School rules and regulations. School property is to be used only for work-related purposes. The School reserves the right to search and inspect all School property and any property used by employees in work related duties to ensure compliance with its rules and regulations, without notice to the employee and at any time, not necessarily in the employee's presence.

Employees may make or accept personal telephone calls, text messages, or emails within reason during working hours to perform important personal business. It is also acceptable to use a computer to perform the same minimal personal tasks. Employees may not use the School's phone to make personal calls that would incur long distance fees.

The School may periodically need to assign and/or change passwords and personal codes for voicemail, email and computer. Except as provided herein, these communication technologies and related storage media and databases are to be used only for School business and they remain the property of the School. The School reserves the right to override any such password system at any time at its sole discretion, with or without cause.

Prior authorization must be obtained from the CEO or designee before any School property may be removed from the School ~~offices~~~~premises~~, except in the course of normal movement of educational materials/computers by the employee. In this case, regular check-out/tracking procedures must be followed.

Terminated employees who work at a school ~~office~~~~site~~ should remove any personal items at the time they leave the School ~~office~~. Personal items left in the workplace are subject to disposal if not claimed at the time of an employee's termination.

Employees must safeguard and not damage/destroy School property, including computer hardware or software, e-mails, internal files, notes and correspondence, student records, papers, recordings, pictures, screenshots, and any other items of any nature that belong to or concern the School. Upon separation of employment, employees must return all of the School's property and proprietary information as soon as possible, no later than 72 hours from the final date of employment, and not share, destroy, or retain any copies of such property and information.

Any employee who is found to have neglected or misused the School's property will be subject to disciplinary action up to and including termination. If an employee's misuse of the School's property damages the property, the School reserves the right to require the employee to pay all or part of the cost to repair or replace the property. Misappropriation of the School's property is grounds for immediate termination and possible criminal action.

## **B. Use of Electronic Media**

The School uses various forms of electronic communication including, but not limited to computers, email, telephones and web sites. All electronic communications, including all software, databases, hardware, and digital files, remain the sole property of the School and are to be used only for School business and not for any personal use, except as allowed above.

Electronic communication and media may not be used in any manner that would be discriminatory, harassing or obscene, or for any other purpose that is illegal, against School policy or not in the best interest of the School.



Employees who misuse electronic communications and engage in defamation, copyright or trademark infringement, discrimination, harassment, or related actions will be subject to discipline up to dismissal. The School reserves the right to require authorization prior to installation of software on a School computer and/or mobile devices.

All electronic information created by any employee using any means of electronic communication is the property of the School and remains the property of the School. With School approval, employees may use personal passwords for purposes of security, but any employee's use of a personal password does not affect the School's ownership of the electronic information.

The School may at any time override all personal passwords for any reason.

The School reserves the right to access and review electronic files, messages, mail, and other digital archives, and to monitor the use of electronic communications as necessary to ensure that no misuse or violation of School policy or any law occurs.

Employees are not permitted to access the electronic communications of other employees or third parties unless directed to do so by school administration.

Access to the Internet, websites, and other types of School-paid computer access are to be used for School related business. Any information about the School, its products or services, or other types of information that will appear in the electronic media about the School must be approved by the CEO or designee before the information is placed on an electronic information resource that is accessible to others.

Questions about access to electronic communications or issues relating to security should be addressed to the CEO or designee.

## **C. Social Media**

Social media can serve as a powerful tool to enhance communication. This technology can provide many benefits for communication. This section addresses employees' use of publicly available social media networks including: personal Websites, Web logs (blogs), WIK.Is, social networks, online forums, virtual worlds, and any other social media. The School takes no position on employees' decision to participate in the use of social media networks for personal use on personal time. However, use of social media for personal use during School time or on School equipment is prohibited. In addition, employees must avoid posting any information or engaging in communications that violate state or federal laws or School policies.

General Statement

The line between professional and personal relationships is blurred within a social media context. When employees choose to join or engage with students, families or fellow employees in a social media context that exists outside those approved by the School, they are advised to maintain their professionalism as School employees and have responsibility for addressing inappropriate behavior or activity on these networks, including requirements for mandated reporting. Employees must avoid posting any information or engaging in communications that violate state or federal laws or School policies.

Employees are expected to serve as positive ambassadors and to remember they are role models to students in the community. Because readers of social media networks may view the employee as a representative of the School, the School requires employees to observe the following rules when referring to the School, students, programs, activities, employees, volunteers and communities on any social media networks.

Employees must be respectful and professional in all communications (by word, image or other means). Employees shall not use obscene, profane or vulgar language on any social media network or engage in communications or conduct that is harassing, threatening, bullying, libelous, or that discusses or encourages any illegal activity or the inappropriate use of alcohol, use of illegal drugs, sexual behavior, sexual harassment, or bullying. Be sensitive about linking to content. Redirecting to another site may imply an endorsement of its content.

Employees must make clear that any views expressed are the employee's alone and do not necessarily reflect the views of the School. Employees may not act as a spokesperson for the School or post comments as a representative of the School, except as authorized by the CEO or designee. When authorized as a spokesperson for the School, employees must disclose their employment relationship with the School.

**Protect confidential information.** Employees may not disclose information on any social media network that is confidential or proprietary to the School, its students, or employees or that is protected by data privacy laws. Employees should be thoughtful about what they publish and must make sure they do not disclose or use confidential information. Students, parents, and colleagues should not be cited or obviously referenced without their approval. For example, ask permission before posting student'(s)/co-worker'(s) picture on a social network (student photos require parental consent) or publishing a conversation that was meant to be private.

It is acceptable to discuss general details about student projects, lessons, or school events and to use non-identifying pseudonyms for an individual (e.g., teacher, students, parents) so long as the information provided does not make it easy for someone to identify the individual or violate any privacy laws. Public social networking sites are not the place to conduct School business with students or parents; please conduct these interactions using the School's network.

Employees may not post any private images of the School premises and property, such as workrooms, offices, including floor plans. Nothing in this policy is meant to prevent employees from posting information that is allowable by the National Labor Relations Act.

**Be transparent.** Honesty or dishonesty will be widely available on social media. If the employee is posting about their role at the School, the employee must use their real name and identify their employment relationship. The employee must be clear about their role; if they have a vested interest in something being discussed, to be the first to point it out.

**Perception can be reality.** In online networks, the lines between public and private, personal and professional are blurred. Employee's identification as a School employee, may create perceptions about expertise and about the School by community members, parents, students, and the general public. When posting online be sure that all content is consistent with employee work values and with the School's beliefs, core values and professional standards.

**Work/Personal Distinction.** Staff members are encouraged to maintain a clear distinction between their personal social media use and any School-related social media sites. The employee may consider setting up separate social media accounts for personal and professional use.

**Personal Social Networking & Media Accounts.** Before employees create or join an online social network, they should ask themselves whether they would be comfortable if a 'friend' decided to send the information to their students, the students' parents, or their supervisor. School employees must be mindful that any Internet information is ultimately accessible to the world.

**Social Interaction With Students.** Employees should not have online interactions with students on social networking sites outside of those forums dedicated to academic use. School employees' personal social networking profiles and blogs should not be linked to students' online profiles.

**Contacting Students Off-Hours.** Employees should only contact students for educational purposes and must never disclose confidential information possessed by the employee by virtue of their employment. Contacting students after hours must be kept to a minimum and be strictly for the purpose of academic support or to relay general information to all students.

**Be a positive role model.** Educational employees have a responsibility to maintain appropriate employee-student relationships, whether on or off duty. Both case law and public expectations hold educational employees to a higher standard of conduct than the general public.

**School Logo.** The use of the School logo(s) on a social media site or elsewhere must be

approved by the CEO or designee.

The School expects all who participate in social media to understand and follow these guidelines.

## **D. Public Relations**

Serving students and families requires a variety of professional skills. School employees are expected to demonstrate the following communication skills and abilities:

1. Ability to transmit passion for learning to students and families.
2. Flexibility and adaptability.
3. Well developed, clear communication and interpersonal skills that maintain a respectful, professional and courteous manner.
4. Conflict resolution skills.
5. Openness to differing views and objectives.
6. Ability to deliver information concerning curriculum, teaching, assessment, and learning to families.
7. Serve the student and parent's needs to the best of their ability without allowing their own convenience to interfere.

The success of the School depends upon the quality of the relationships between the School, its employees, students, parents and the general public. The public impression of the School and its interest will be formed, in part, by the employees; employees are ambassadors. The more goodwill an employee promotes, the more employees, students, parents and the general public will respect and appreciate the employee, the School, and the Schools' services.

Below are several things employees can do to help leave people with a good impression of the School. These are the building blocks for continued success.

1. Communicate regularly.
2. Act competently and deal with others in a courteous and respectful manner.
3. Communicate pleasantly and respectfully with other employees at all times.
4. Follow up on requests and questions promptly, provide businesslike replies to inquiries and requests, and perform all duties in an orderly manner.
5. Respond to email and voicemail within 24 hours during the workweek.
6. Take great pride in their work and enjoy doing their very best.
7. Be proactive and work to anticipate the needs of those being supported.

When an employee encounters an uncomfortable situation that the employee does not feel capable of handling, their supervisor should be contacted immediately.

If a problem develops or if a parent remains dissatisfied, the employee should contact their supervisor for assistance.

Employees should not speak to the media on the School's behalf without contacting the School's CEO or designee. All media inquiries should be directed to the CEO or designee.

## **E. Solicitation & Distribution**

In order to ensure smooth operations, the School has established the following guidelines to be respected while at work. As long as it is done during non-working hours for all employees involved (such as meal periods or rest breaks), employees are permitted to engage in solicitation (i.e., asking for contributions, selling merchandise) anywhere on School premises, as long as it is done in a non-disruptive and inoffensive manner. Employees may only engage in distribution (i.e., handing out pamphlets, literature, petitions) during non-working hours for all employees involved and in non-working areas (such as the lunch room). Solicitation or distribution is not allowed in areas open to the public. Employees are prohibited from posting notices on the School bulletin board or in any other office location and from removing any items without management approval. The School may, at its discretion, authorize certain fund-raisers and collections for employee gifts. Employees who want to organize such an event, must obtain prior approval from the supervisor. Solicitation and distribution by non-employees is prohibited at all times on School property.

## **F. Inclement Weather/Emergency Closings**

At times, emergencies such as severe weather, fires, or power failures can disrupt School operations. The decision to close the office will be made by the CEO or designee. When the decision is made to close the office, employees will receive official notification from their supervisors. Time off from scheduled work due to emergency closings will be unpaid for all nonexempt employees. However, employees eligible for vacation may elect to utilize their available vacation hours in order to remain in paid status.

Employees are encouraged to listen to local news and radio reports. In general, the School will follow the decisions of the local community. Days that the School is closed due to inclement weather or other emergency may create a need to extend the work year or shorten holiday breaks.

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## **Section VI: Health and Safety**

All employees are responsible for their own safety, as well as that of others in the workplace. To help maintain a safe workplace, everyone must be safety-conscious at all times. In compliance with California law, and to promote the concept of a safe workplace, the School

maintains an Injury and Illness Prevention Program.

In compliance with Proposition 65, the School will inform employees of any known exposure to a chemical known to cause cancer or reproductive toxicity. See the School's Safety Plan for more information.

## A. Telecommuting¶

The School may allow employees to telecommute if it benefits the interests of the School. A written proposal for such arrangements must be presented to HR and the supervisor for review and approval. Employees who telecommute may be required to attend in-person meetings at the office or other designated locations.¶

¶ Telecommuting does not change the employee's work location and employees are still responsible for all costs associated with travel to and from the office as part of their reasonable commute, when they are required to report to their work location.¶

¶ Employees are encouraged to speak with a tax professional as to any tax benefits or deductions for utilizing a home office. Employees are responsible for any tax liability should they claim such an expense and it is later disallowed by the Internal Revenue Service.¶

¶ Employees who telecommute must maintain the security of all confidential and/or sensitive information and other proprietary information, as if they were working in the office. All security procedures apply, regardless of whether the employee is in the workplace or telecommuting. Certain confidential documents or information will not be taken home without authorization from the CEO or designee.¶

¶ Employees who telecommute are responsible for following all safety rules. Telecommuters will develop a written agreement with the CEO or designee concerning the type and amount of work the telecommuter will be expected to perform. The ability to telecommute does not change the level of performance expected from an employee. Nonexempt employees will track their time in the system and report work accomplished at a frequency agreed upon with the supervisor. Exempt employees must complete the duties as outlined in their job description and assigned by their supervisor.¶

¶ Employees who are subject to overtime laws are required to adhere to their beginning and ending work times, rest break, and meal periods. Telecommuting employees must continue to maintain required time records. Work time must be recorded on the employee's time card.¶

¶ The School retains the right to require a reapproval process and/or rescind any telecommuting agreement at any time and to require any telecommuter to report to the office or work location to work.¶



~~Violation of any telecommuting policies may result in the immediate termination of any telecommuting agreement. For additional information, please review the Remote Work Policy and contact Human Resources.~~

## **B. Student Safety**

The effective employee is concerned for the welfare of students and takes measures to insure their welfare. Nevertheless, it is important to be aware of the possible consequences of negligence. The employee is responsible to act in a reasonable and prudent manner at all times. Specifically, the employee must do the following:

1. Never leave students unsupervised and ensure that another responsible adult is present when leaving students.
2. Require students to conduct themselves in an orderly, safe manner and administer such disciplinary actions as are reasonable and proper in any situation involving student misconduct.
3. Report any unsafe conditions to the supervisor so that it may be corrected.
4. Strictly adhere to all stated policy of the district and of the School.

Failure by employees to meet their responsibilities may have severe consequences (e.g., revocation of their license, criminal charges, etc.). Additionally, teachers may be held legally liable for negligence in the performance of their duties.

## **C. Employee Safety**

The School is committed to providing the resources necessary to develop, implement, and administer a safety program for the protection of its employees. All administrative personnel and employees are expected to meet their responsibilities to make the safety program effective and productive. Periodic reviews of the safety program will be conducted by administration to maintain its effectiveness.

All accidents, injuries, potential safety hazards, safety suggestions and health and safety related issues must be reported immediately to the supervisor, CEO, or HR. When reporting the injury, the employee should advise staff if emergency services should be involved, or if the injury requires medical attention. HR will help determine the best course of action. If an injury does not require medical attention, an Employer Report of Injury/Illness Form must still be completed in case medical treatment is later needed and to ensure that any existing safety hazards are corrected. The Employee's Claim for Worker's Compensation Benefits Form must be completed in all cases in which an injury requiring medical attention has occurred. The employer will immediately notify OSHA in the event the employee sustains a serious illness, injury, or exposure that results in hospitalization as per CalOSHA guidelines.



## **D. Transporting Students**

Employees are not permitted to transport students. In the event a student needs transportation for a school-related purpose, the School will arrange for transportation in coordination with the parent or guardian.

## **E. Employee Driving Policy**

MYA must ensure that risks to the School are minimized and ensure that only safe drivers are allowed to drive on School business. The Board requires that all employees who regularly drive as part of their job duties ("Driving Employees") meet minimum standards of safety and insurance, which must be verified by the School. Driving employees must obey all traffic laws and drive safely while on School business.

Positions requiring driving shall state such in the job description and staff will be required to maintain a valid driver's license and vehicle insurance in order to meet the minimum qualifications of the position and perform the essential duties of the role.-This policy covers all school employees and violation of the School's policy is grounds for discipline up to and including termination.

### **Driver's License and Insurance Coverage**

1. In order to operate a personal vehicle when used to perform MYA business, Driving Employees must have a valid driver's license and automobile insurance meeting the minimum standards established in this policy at all times. Evidence of the Driving Employee's driver's license and automobile insurance certificate will be kept on file. The Driving Employee is responsible for providing an updated driver's license and automobile insurance certificate whenever it expires or upon request. The Director or designee must be notified immediately if the Driving Employee no longer has a valid driver's license or insurance certificate.

Any Driving Employee whose driver's license or insurance certificate lapses or is canceled or revoked for any reason, and who cannot otherwise arrange for travel as required by their position, may be terminated or placed on inactive/unpaid status until the issue is remedied.

2. MYA requires that a Driving Employee carry the following insurance amounts and coverage:

Automobile Liability - \$100,000 per person; \$300,000 per occurrence

Property Damage - \$50,000 per occurrence

Medical Payments - \$5,000 per person

### **Notification of Traffic Violations Resulting in Criminal Convictions**

MYA receives notifications from the Department of Justice (DOJ) when an employee has been arrested and when there has been a conviction for a crime. Notification of a traffic

violation resulting in a misdemeanor or felony charge will be discussed with the employee. Certain driving violations may be grounds for termination from a position that requires regular driving such as:

1. Attempting to evade a police officer
2. Driving with a revoked or suspended license
3. Hit and run
4. Speeding over one hundred (100) miles per hour
5. Reckless driving
6. Driving under the influence of drugs and alcohol

### **Responsibilities of Human Resources**

When recruiting for positions that require the employees to operate a vehicle, the posting notice shall advise applicants that a current driver's license record and verification of automobile insurance will be required prior to a final job offer.

### **Employee Responsibility**

Employees are responsible for maintaining driver's licenses and special certificates required for the performance of job duties. Employees are also responsible for promptly notifying their supervisor of expiration, conviction, or other DMV actions against their driver's license or certificate by no more than five (5) business days from the occurrence.

### **Use of Electronic Devices While operating a Vehicle**

MYA recognizes staff members may spend a considerable amount of time driving for business purposes. It is the intention of the School to ensure all staff members are safe while driving a vehicle. Although hands-free options are available, it is the policy of the School to discourage employees from utilizing a cell phone or other electronic devices while operating a vehicle.

Distracted driving can be described as any visual, cognitive or manual distraction which takes attention away from the task of safe driving.

Employees are expected to follow all federal and state distracted driving laws. Employees who are charged with traffic violations resulting from the use of an electronic device while driving will be solely responsible for all liabilities that result from such actions.

The School highly encourages employees to use their best judgment and reserve all conversations conducted on an electronic device for when they are not in operation of a vehicle. It is recommended that employees find a safe location and park their vehicle prior to placing or accepting a telephone call. Texting while driving is prohibited. Voice texting while driving is strongly discouraged. Safety must come before all other concerns.

### **Revocation of Driving Privilege**

1. The Human Resources Director or designee will monitor the subsequent arrest notifications from the DOJ. Any Driving Employee who is convicted of a DUI, loses their driver's license or driving privilege, or is deemed to be a

"negligent operator" by the DMV, and fails to make suitable arrangements for alternative transportation to maintain meetings as an essential function of their position will immediately be placed on unpaid administrative leave.

2. Seatbelts are an essential element of the School's safety procedures. To emphasize seat belt awareness, one (1) seatbelt violation while on MYA business will equate to a moving violation and may lead to disciplinary action. Repeat seatbelt violations could lead to termination of the at-will employment agreement.

### **Alternative Transportation**

All employees must make suitable arrangements to ensure timely attendance at all appointments that are essential job functions. With the advance approval of the Director or designee, the employee may be reimbursed the actual miles traveled using the Schools' current mileage reimbursement rate, for their travel using public transportation or rideshare service where a personal vehicle is not available or alternative transportation is not feasible. Driving Employees will not be reimbursed additional charges and expenses outside of the actual miles traveled for utilizing a rental car, taxi, or rideshare service in the event that the employee's personal vehicle is unavailable.

Nothing in this policy is intended to replace the employer's responsibility to engage in the interactive process with an employee who has requested accommodation due to an illness, injury, or disability. The HR manager or designee will ensure compliance in all matters pertaining to this policy.

## **F. Contagious Illnesses in the Workplace**

The School realizes that employees with contagious temporary illnesses such as influenza (including COVID-19, H1N1 or Swine Flu), colds, and other viruses, or other communicable diseases may wish to continue with normal life activities, including working. In deciding whether an employee with an apparently short-term contagious illness or communicable disease may continue to work, the School considers several factors. The employee must be able to perform normal job duties, meet regular performance standards; and, in the School's judgment, pose no potential risk to the health or safety of the employee or others. **If** the School determines that an employee is unable to perform normal job duties; meet regular performance standards; or represents a potential risk to the health or safety of the employee or others, the School reserves the right to send the employee home and require the use of any available sick or vacation time, and if none is available the time would be unpaid. **If** an employee disagrees with the School's determination that such a risk exists, the employee must submit a statement from their attending healthcare provider that the employee's continued presence at work poses no significant risk to the employee, other employees, or students before they are allowed to return to work.

The following are general health and hygiene practices recommended by the Centers for Disease Control:

1. Stay home when sick. An employee should not return to work until they have been

- free of a fever for at least 24 hours.
- 2. Use proper etiquette: cover the cough or sneeze with a tissue or cough or sneeze into the elbow.
- 3. Wash hands often, especially after sneezing, coughing, or having contact with others. Alternatively, use a hand gel disinfectant and rub hands until the gel is dry.
- 4. Avoid touching eyes, nose, or mouth.
- 5. Ensure that general use office machines, such as shared computers, faxes, and copiers, are wiped down with disinfectant.
- 6. Healthy lifestyles are encouraged, including good nutrition, exercise, and adequate rest.

Supervisors will encourage employees to utilize paid sick and vacation if available to cover absences due to contagious temporary illnesses. Please contact HR regarding any questions about the possible contagious nature of any illness in the workplace.

The School will comply with all applicable statutes and regulations that protect the privacy of persons who have a contagious or communicable disease.

In the case of a pandemic (such as COVID-19, H1N1 or Swine Flu) or illness, the School may implement specific procedures through its emergency communication action plan including utilizing employees in essential operation positions; implementing controls and scheduling in the work environment; encouraging ill employees to stay home; modifying work schedules; implementing telecommuting; minimizing non-essential travel; social distancing (reducing frequency, proximity, and duration of contact between people); utilizing phone, email, and video-conferencing; personal protective equipment (PPE); and education and training on safe work practices, risk factors, and protective behaviors. Employees will be notified if the emergency communication action plan is implemented.

## G. Gun Violence Restraining Order

If an employee, parent, or student demonstrates a substantial likelihood of significant danger or harm to self or others, a gun violence restraining order petition may be filed. The petitioner may be an immediate family member, law enforcement officer, employer, co-workers with employer approval who regularly interact with the person, or an employee or teacher of a secondary or postsecondary school. A copy of the restraining order is to be submitted to human resources.

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## Section VII: Employee Wages and Benefits

### A. Wages

Several factors may influence the compensation for a position. Each position is defined by a

broadly written job description that indicates the duties to be performed and the necessary knowledge, skills, and abilities for the assignment. These factors are reviewed when determining the appropriate compensation. Some of the items the School considers are the nature and scope of the job duties, what other employers pay their employees for comparable jobs (external equity), what the School pays their employees in comparable positions (internal equity), and individual work as well as performance. Wages are also affected by legislative changes and the State's economy, and may be adjusted upward or downward as changes occur.

Initial step placement will be based on related prior experience, with a maximum entry placement of step five. The Director is given authority to offer a higher entry step placement in areas of shortage such as math, science, or special education in order to secure highly qualified candidates for positions. Step advances will be considered for employees who remain in paid status for at least 75% of the work year calendar. Consideration for step advancement will also be based upon the School's budget solvency, successful employee performance, and any other relevant factors.

The employee's performance review will usually be conducted on or about the end of the fiscal year. A positive performance review will not necessarily result in a change in compensation.

## **B. Stipends**

Stipends may include supplies, cell phone/internet, and/or mileage. Stipends may also be issued for performing specific additional job duties. Stipends may be evenly distributed across the employee's pay periods or issued at the time the services are rendered. All stipends will be reviewed annually.

## **C. Paydays**

All salaried exempt employees are paid on the 26<sup>th</sup> of the month. In the event that a regularly scheduled payday falls on a weekend or holiday, employees will receive pay on the prior day of operation.

Hourly and salaried nonexempt employees are paid on the 10<sup>th</sup> and 26<sup>th</sup> of each month. Hours worked from the 16<sup>th</sup> through the last day of each month will be paid on or before the 10<sup>th</sup> of each month. Hours worked from the 1<sup>st</sup> through the 15<sup>th</sup> of the month will be paid on or before the 26<sup>th</sup> of each month. For more information on pay periods, please contact HR.

Paychecks will not, under any circumstances, be given to any person other than the employee without written authorization. Employees will be paid through manual checks or through direct deposit of funds to savings or checking accounts at their bank of choice (providing the bank has direct deposit capability). To activate direct deposit, a Direct Deposit Authorization form may be obtained from HR. Due to banking requirements it may take several weeks for

activation of the direct deposit.

Every effort is made to avoid errors in calculating and distributing paychecks. Employees should inform HR if they believe an error has been made or pay has not been received. HR will take steps to research the problem and endeavor to make any necessary corrections as soon as possible or at least by the next regular pay day.

## **D. Payroll Withholdings**

As required by law, the School shall withhold Federal Income Tax, State Income Tax, Social Security (FICA) for non-credentialed employees, CalSTRS for eligible Teachers/Administration and State Disability Insurance from each employee's pay as follows:

1. Federal Income Tax Withholding: The amount varies with the number of exemptions the employee claims and the gross pay amount.
2. State Income Tax Withholding: The same factors which apply to federal withholdings apply to state withholdings.
3. For non-credentialed employees: Social Security (FICA) - The Federal Insurance Contribution Act requires that a certain percentage of employee earnings be deducted and forwarded to the federal government, together with an equal amount contributed by the School. The current tax rate is used in the calculation. Each party is responsible for contributing. Eligible credentialed employees participating in CalSTRS do not contribute to Social Security.
4. State Disability Insurance (SDI): This state fund is used to provide benefits to those out of work because of illness or disability.
5. For credentialed employees contributions will be deducted and remitted to California State Retirement System (CalSTRS). The CalSTRS is a special trust fund established by California law. Per the guidelines of CalSTRS, the school will abide by membership eligibility. A contribution withdrawal begins with the first pay period. This contribution is in lieu of Social Security withholding tax from the paycheck. Additionally, the School contributes into the CalSTRS fund. All employee and employer contributions are determined by CalSTRS. Further information regarding CalSTRS accounts can be found at [www.CalSTRS.com](http://www.CalSTRS.com).
6. For all employees participating in employee benefits offerings such as health insurance, the employee contribution for benefits (the amount that exceeds the employer's contribution towards benefits) will be deducted from the employee's paycheck. The amount will be discussed and approved prior to the deduction being made. Please reference "Employee Cost Sharing" under "Employee Benefits" section of the Handbook for more information.

Every deduction from the paycheck is explained on the paystub, which will be available in the HR/Payroll Information System. If any deduction is unclear, contact HR.

All Federal, State, and Social Security taxes will be automatically deducted from paychecks. Federal and State Withholding Tax deduction is determined by the employee's W-4 (Federal) and DE-4 (State) forms. The W-4 and DE-4 forms are to be completed upon hire. The employee may change the number of withholding allowances they wish to claim for Federal Income Tax purposes at any time in the HR information system by updating their W-4 and DE-4 withholdings.

At the end of the calendar year, a "withholding statement" (W-2) will be prepared and provided to each employee for use in connection with preparation of income tax returns. The W-2 shows Social Security information, taxes withheld, and total wages.

While the School strives to process payroll correctly, an error may occur from time to time. If this happens, every effort will be made to correct the problem as quickly as possible and to avoid future errors of a similar nature. Employees will not be subjected to discrimination, harassment, or retaliation for coming forward with a complaint or question about their paycheck.

## E. Wage Attachments and Garnishments

When an employee's wages are garnished by court order, the School is legally bound to withhold the amount indicated in the garnishment order from the employee's paycheck. The School will, however, honor the Federal Consumer Credit Protection Act, which places restrictions on the total amount that may be garnished from an employee's paycheck.

## F. Employee Benefits

The School is committed to providing quality and cost effective benefit options (e.g. health, dental, vision, and life insurance) for eligible employees as part of the total employee compensation. Benefit eligibility may be dependent upon employee classification (full-time versus part-time, for example). Benefit eligibility requirements may also be imposed by the School and/or plans themselves. Policies, provisions and procedures that govern the organization's benefit program apply to all regular full-time and part-time employees, whether exempt or nonexempt status, unless otherwise noted in the employment agreement.

### 1. Employee Cost Sharing

Voluntary employment benefits, those benefits that are not mandated by state or federal law, are selected and controlled by the School. Decisions to provide and continue providing these benefits are based on such considerations as cost, composition of the workforce, operational efficiency, and desirability of benefit provisions. Where costs of discretionary insurance benefit plans exceed the School's interest, ability, or willingness to pay the full premium rate to maintain the current benefit level, employees may be required to share in the cost in order to continue the insurance plan coverage.¶¶



Exempt (FTE)	Non-Exempt (Hours per Week)	*Tiered Benefit Stipends (for Health, Dental, and/or Vision)
.75+ FTE	30+ hours	\$1,530/month
.50 - .74 FTE	20-29 hours 14-21 Students	\$900/month
.49 FTE or less	19 hours or less 13 or less student	not eligible

*A review of all teachers' student counts is conducted in September and February each school year for the purpose of establishing benefit eligibility. This review is called the benefits snapshot. Additionally, HR will review the student counts on the teachers roster as of the 15<sup>th</sup> of each month in order to provide benefits to anyone who becomes eligible. If a teacher is deemed eligible for benefits based on their student count, they will be provided the opportunity to enroll in benefits with an effective date of the 1<sup>st</sup> of the following month. Benefits eligibility would then remain in place until the next snapshot review.*

## 2. Benefit Design and Modification

The School reserves the right to design plan provisions and to add, eliminate, or in other ways modify any School provided benefits described in this handbook or elsewhere in plan documents, where and when it is deemed in the School's best interest to do so. These benefits are subject to change depending on management decisions and resources.

## 3. Benefit Plan Documents

Employees will be provided with summary plan descriptions upon eligibility and enrollment. The benefit programs are explicitly defined in legal documents, including insurance contracts, official plan texts, and trust agreements. In the event of a conflict between these documents and this policy, the plan documents will govern. All of these official documents are readily available from HR for review. Questions about this information should be directed to HR.

## 4. ~~Cash in Lieu of Health Benefits~~

~~Eligible employees may opt out of health benefits provided by the School and elect to receive a "Cash in Lieu" (CIL) option. CIL is dependent upon employment status and full time equivalent, included but not limited to hours worked or number of students assigned per pay period. Please refer to the employment agreement for more information.~~

~~In order to be eligible for cash in lieu of health benefits, an employee must provide proof of enrollment in a qualifying group health plan, including their name and the effective date of coverage, on their spouse or parent's employer sponsored plan, State Medicaid, Medicare, or VA Benefits. Proof of enrollment must be provided at the time of benefit enrollment for new hires or during the open enrollment period in order for the cash in lieu of benefits to be paid. Individual Family Plans (IFP) and Covered California coverage plans are not eligible for cash in lieu of benefits. All eligible employees will automatically be enrolled in the employer provided life insurance plan. Payment of the appropriate CIL amount will occur on each pay period of the current school year.~~

~~If the employee should enroll part way through the plan year due to a Qualifying Life Event~~

~~(QLE), or if hired after the start date for the position, the annual CIL will be adjusted at the next pay period.~~

### **5. Right to Modify**

The School reserves the right to amend, modify or terminate, in whole or in part, any or all of the provisions of the benefit plans described herein, including any health benefits

that may be extended to retirees and their dependents to the extent allowed by law. Notice of any such changes will be provided, as required by law. Further, the School reserves the exclusive right, power and authority to administer, apply and interpret the benefit plans described herein, and to decide all matters arising in connection with the operation or administration of such plans, to the extent allowed by law. This section is subject to change in accordance with changes in the law.

### **6. Changes in Health Benefits**

Employees may make changes to their plans outside of open enrollment if they experience a Qualifying Life Event (QLE). Examples of such events include marriage, divorce, birth, adoption, loss of coverage, etc. An employee has 30 days from the date of the QLE to notify human resources and enroll in or make changes to their health plan.

For more complete information regarding any of the benefit programs, please contact HR.

### **7. COBRA Benefits**

The Federal Consolidated Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, or death of an employee, a reduction in an employee's hours, leave of absence, divorce or legal separation, and a dependent child no longer meet eligibility requirements.

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

### **8. Look-back Measurement Method - Seasonal and Variable Hour Employees**

For seasonal employees as well as part time employees hired to work less than 20 hours per week the School will use a look-back measurement method to determine benefit eligibility status.

This method is used to determine the benefits eligibility status of an employee by looking back over a defined period of time (12 months) to determine if the employee averaged at least 20 hours per week during that period.

The initial measurement period begins on the first day of the calendar month following the employee's start date.

An administrative period of 60 days in addition to the initial measurement period will be used to determine if an employee has satisfied the requirement of an average of 20 hours per week to be eligible for coverage.

A stability period (designated period where coverage must be offered) of 12 months will be offered to all individuals identified as employees working at least 20 hours per week

on average during the measurement period.

After a new variable-hour or seasonal employee has been employed for a standard measurement period, the employee is considered to be an ongoing employee and will have their hours measured from open enrollment or plan year.

## G. Retirement Plan Offerings

The School is committed to providing retirement benefits to the employees. Plan details may be obtained through HR.

### **403(b)/457(b) Deferred Compensation Plan**

All employees can open a 403(b) and/or 457(b) account and make employee contributions through payroll deductions.

### **Employer Contributions**

The employer contribution towards a deferred benefit plan is based on an eligible employee's active contribution to a 403(b) or 457(b) account. Eligible employees must open a 457(b) account in order to receive the employer contributions. The employer contribution will be made to the employee's 457(b) account in an amount not to exceed a matching contribution up to 5% of the employee's base annual salary. Eligible employees are immediately vested in employer contributions. Seasonal employees are not eligible for employer contributions.

Classified Employees: To be eligible for an employer contribution, a classified employee must work at least 20 hours/week.

Certificated Employees: To be eligible for an employer contribution, a certificated employee must serve a minimum number of students, work at least 20 hours/week, or have an assignment at least 0.5 FTE.

## H. Expense Reimbursement Process

### **1. Supplies**

Due to the virtual nature of this business, it may sometimes be most practical for employees to initiate purchases locally and be reimbursed for those expenses. Reasonable, actual business expenses incurred by employees for the purpose of conducting business on behalf of the School shall be reimbursed upon approval. Pre-approval by a supervisor is required in the event the employee wishes to purchase an item.

### **2. Travel**

The School will only reimburse actual and necessary expenditures for staff. Attendees shall be held accountable for good judgment regarding expenditure of tax dollars. All expenditures

must have scanned copies of itemized original receipts, regardless of the amount. The School shall not reimburse personal travel expenses including, but not limited to, alcohol, entertainment, laundry, expenses of any family member who is accompanying the employee on school-related business, personal use of an automobile, and personal losses or traffic violation fees incurred while on school business. Factors such as variances in regional costs, travel duration and extenuating circumstances will be considered when approving travel reimbursement. In addition to those items listed below, associated travel fees such as parking fees, taxis/shuttles, and luggage handling are reimbursable expenses.

Employees are pre-approved to expense those costs associated with traveling for school-related purposes including testing and professional development. Scanned copies of original itemized receipts are required for reimbursement.

### 3. Mileage

The mileage reimbursement rate is based on the rate established by the Internal Revenue Service. ~~Employees must include verification of miles driven either using a platform adopted by the School, or by attaching a Mapquest/Google map or the like, with the request for reimbursement.~~ All Employees are required to submit reimbursement for mileage through the payroll system.

### 4. Hotel Rooms

Lodging shall be for those days associated with attending the activity, including, if necessary, the night before. Good judgment shall be used to seek the most reasonable accommodations. Hotel rooms are reimbursed for employees traveling over 120 miles one way. A hotel stay for a distance less than 120 miles must have prior approval. Hotel rooms must be under \$125 per night before taxes. If an employee chooses to stay at a hotel that exceeds this, when a hotel within price range and a 15 mile radius is available, the balance above and beyond must be deducted from the total expense on the expense report. If a hotel is not available within this price range, pre-approval of the expenditure is required. Upon checkout from the hotel, the employee must obtain and submit a zero-balance sheet in order to be reimbursed for a hotel charge.

### 5. Meals

Employees who are required to work or participate in training away from the regular work location may be reimbursed the cost of meal(s). Meals provided in conjunction with conferences, workshops, seminars, meetings that exceed these amounts are excluded from these limitations. No meals will be reimbursed for meals provided at/during the conference/training.

The reimbursement rates are: \$15 for breakfast, \$20 for lunch, \$30 for dinner plus service gratuity maximum of 18%. The total amount reimbursed for meals per day will not exceed \$65. Alcohol is not reimbursable and must be deducted from any reimbursement requests. If an employee exceeds the allotment for meal expenses, the balance above the daily allocation will be deducted from the total

expense on the expense report.

## 6. Postage

Employees will be reimbursed for any postage related expense requested by the School. Employees must get pre approval from a supervisor for shipping expenses and must discuss the best shipping method with the supervisor.

## 7. Procedure for Expensing

Employees must have pre-approval prior to making any purchases that will warrant reimbursement. Approval may be obtained by sending an email to the CEO or Director with a short description of what will be purchased.

Expense reimbursements must be submitted **in the payroll system** within thirty (30) days of the charge. Expense reports submitted after this time may not be reimbursed within the current cycle and/or may be delayed and processed in the next cycle.

Initial\_\_\_\_\_

# Section VIII: Leaves, Vacation, and Holidays

## A. Healthy Workplaces/Healthy Family Act of 2014

The School, in compliance with the Healthy Workplaces/Healthy Family Act of 2014 (AB 1522), allows all full time and part time employees who work at least 30 days within a year in California to accrue paid sick leave hours. Accrual begins on the first day of employment. The employee must work at least 30 days before taking any available accrued sick leave.

## B. Paid Sick Leave

Paid sick leave may be used for an employee's own illness, for preventative care or diagnosis, care or treatment of an existing health condition, or time off to care for an ill or injured family member or dependents, which include children, parents, spouse, registered domestic partner, grandparents, grandchildren, siblings and those related to the employee by blood or affinity equivalent. Sick leave may also be used when an employee needs to manage matters surrounding domestic violence, sexual assault, stalking or when their worksite or their child's school or daycare closed **ds** due to public health emergencies. Except

In the case of an illness or emergency, sick leave must be requested at least five (5) days in advance by submitting the request through the payroll system. **In the case of an illness or emergency, sick leave must be requested for pay through the payroll system before the end of the current pay period.** Employees using extended sick leave (in excess of 5 days) must submit a request at least two weeks before the extended leave. **Additionally, Employees must notify their supervisor (via email or phone) when requesting or taking sick leave.**

Employees requesting sick leave may be required to submit a health care provider's statement or, in cases of individuals with sincerely held religious beliefs in faith healing or comparable religious practices, a statement authorized under EEOC guidelines, stating the reason for absence and dates of illness. Employees absent more than five (5) days may be required to submit a health care provider's statement or note that the employee is fit for return to service.

Employees will be paid their regular compensation when using paid sick days. Sick leave hours will not be advanced ahead of the earned accrual.

Employees may use sick leave in thirty minute minimum increments, which will be deducted from the employee's accrual balance. Employees are not required to find a replacement for their work while taking protected sick time. Paid sick day balances are available for employee review through the payroll system and on pay stubs. For all hours submitted as sick leave, the time will be uninterrupted and the work day schedule will not need to be adjusted to accommodate the absence.

Any unused sick hours will roll over from year to year. Sick leave hours will not be advanced to an employee ahead of the earned accrual rate. Accrued, but unused sick days are not paid out by the School at the time of separation. However, employees who terminate employment and are rehired within one (1) year of termination (or 6 months for employees working in the city of San Diego) regain their previously unused accrued sick leave.

Any employee who continues to be absent after their sick leave accrual has been exhausted may have a payroll deduction equivalent to the number of hours absent. Salaried employees will only have full day absences deducted from their paycheck once their sick leave accrual is exhausted.

### **1. Paid Sick Leave - Full Time Employees**

The School provides sick pay for full time employees who regularly work a minimum of 30 hours per week. All full time classified, non-teaching certificated and special education certificated employees accrue one (1) sick day per month in paid status. Nonexempt employees are paid semi-monthly, and will accrue the equivalent of one half day per pay period. All employees who fall under this accrual method are guaranteed to accrue a minimum of 24 hours by the 120<sup>th</sup> day of employment and subsequent accrual years in accordance with State law.

#### **Certificated Sick Accrual**

*Full Time Certificated Employees*



Sick Leave	Student Count or FTE	Hours Worked Per Week	Non-Exempt: Per Pay Period	Exempt: Per Pay Period	Total Sick Hours Accrued Monthly
Tier 2	22 students or .75 to 1.0 FTE	30+ hours	4/4	8	8

Classified Sick Accrual <i>Full Time Classified Employees</i>					
Sick Leave	FTE	Hours Worked Per Week	Non-Exempt: Per Pay Period	Exempt: Per Pay Period	Total Sick Hours Accrued Monthly
Tier 2	.75 to 1.0	30+ hours	4/4	8	8

## 2. Paid Sick Leave - Part Time, Per Diem, Seasonal, and Temporary Employees

The School provides all part-time, per diem, seasonal and temporary employees who work at least 30 days in California within a year with at least 24 hours (3 days) of paid sick leave in a 12 month period. Employees will be paid at their regular hourly rate when they take paid sick leave.

Employees start accruing hours on the first day of employment and must work for 30 days before they can take sick leave. Employees earn at least 1 hour of paid leave for every 30 hours worked. Employees may accrue more than 24 hours (3 days) of paid sick leave in a year. Sick leave accrual will be capped at ~~80~~48 hours (~~106~~ days), in compliance with both state and city ordinances.

Sick Accrual <i>Part Time, Per Diem, Seasonal, and Temporary Employees</i>					
Sick Leave	Full Time Equivalent (FTE)	Hours Worked Per Week	Non-Exempt: Per Pay Period	Exempt: Per Pay Period	Total Sick Hours Accrued
					Monthly
Tier 1	.50 - .74	20-29	3/3	6	6
CASL	.49 or less	19 or less	2/2		4

## C. California State Benefits

California State Disability Insurance (SDI) is funded through employee contributions and is designed to provide eligible workers with partial wage replacement when taking time off work for their non-work-related illness or injury, pregnancy, or childbirth.

California Paid Family Leave (PFL) provides employees residing in the State of California with the ability to access their State Disability Insurance for partial wage replacement benefits to care for a seriously ill child, parent, parent-in-law, grandparent, grandchild, sibling, spouse, or registered domestic partner, or to bond with a new child by birth, adoption, or foster care placement.

PFL Military Assist benefits are available to eligible employees who request time off work to participate in a qualifying event due to the military deployment of their spouse, registered domestic partner, parent, or child to a foreign country.

Employees must notify HR of their plan to take leave and the reason for taking leave according to the School's policy. HR is available to assist employees with applying for State Disability benefits through the Employment Development Department. Employees may be eligible to receive PFL benefits while on a leave of absence to care for a seriously ill family member or for baby bonding. Employees are not eligible for PFL benefits when on PDL, FMLA, or CFRA leave for their own serious health condition.

PFL is not a guaranteed right to a leave of absence, and employees taking PFL or PFL Military Assist are not provided job protection rights or a right to return to the same position following their absence.

## D. Pregnancy Disability Leave (PDL)

An employee may take pregnancy disability leave (PDL) if the employee is disabled because of pregnancy, childbirth, or a related medical condition, including prenatal care and severe morning sickness. The length of leave is dependent on a medical certification and the duration may be up to 17 1/3 weeks or the equivalent number of days the employee would normally work within the same period. Intermittent leave or a reduced work schedule may be taken.

### **Employee Eligibility Criteria**

To be eligible for pregnancy disability leave, the employee must be disabled by pregnancy, childbirth, or related medical condition and must provide appropriate medical certification concerning the disability.

### **Events That May Entitle an Employee to Pregnancy Disability Leave**

The 17 1/3 week pregnancy disability leave allowance includes any time taken (with or without pay) for any of the following reasons:

- The employee is unable to work at all or is unable to perform any one or more of the essential functions of their job without undue risk to self, the successful completion of pregnancy, or to other persons because of pregnancy or childbirth, or because of any medically recognized physical or mental condition that is related to pregnancy or childbirth (including severe morning sickness); or
- The employee needs to take time off for prenatal care.

### **Duration of Pregnancy Disability Leave**

Pregnancy disability leave may be taken in one or more periods, but not to exceed four months total. "17 1/3 weeks" means the number of days the employee would normally work within that period. For example, a full-time employee who works five eight hour days per week, four months means 88 working and/or paid eight hour days of leave entitlement based on an average of 22 working days per month for four months.

PDL will run concurrently with other applicable leaves, such as FMLA leave. The 12- month look-back period will apply to all leaves granted concurrently.

### **1. Pay During Pregnancy Disability Leave**

An employee on pregnancy disability leave may use all accrued paid sick leave at the beginning of any otherwise unpaid leave period. The receipt of sick leave pay, or state disability insurance benefits will not extend the length of pregnancy disability leave.

Sick pay will accrue during any period of unpaid pregnancy disability leave only until the end of the month in which the unpaid leave began. For example, an employee who delivers their baby on March 5 and goes out on leave on that date, would earn one day of sick leave for the month of March. Accrual for leave would be suspended until the employee returns from leave. All sick leave will be applied starting with the first day of absence until the leave is exhausted.

### **2. Health Benefits**

The provisions of various employee benefit plans govern continued eligibility during pregnancy disability leave and these provisions may change from time to time. When a

request for pregnancy disability leave is granted, the School will give the employee written confirmation of the arrangements made for the payment of insurance premiums during the leave period.

If the employee takes pregnancy disability leave and is eligible under the Family Medical Leave Act (FMLA), the School will maintain group health insurance coverage for up to a maximum of 12 workweeks (if such insurance was provided before the leave was taken) on the same terms as if the employee had continued to work after PDL ended. Leave taken under the pregnancy disability policy runs concurrently with FMLA under federal law, but not California Family Rights Act (CFRA). If the employee is ineligible under the federal and state family and medical leave laws, while on pregnancy disability they will receive continued paid coverage on the same basis as other medical leave that the School may provide and for which the employee is eligible, such as continued PDL. In some instances, the School may recover premiums it paid to maintain health coverage for the employee if they fail to return to work following pregnancy disability leave.

### **3. Medical Certifications**

An employee requesting a pregnancy disability leave must provide a medical certification from their healthcare provider on a form supplied by the School. Failure to provide the required certification in a timely manner (within fifteen (15) days of the leave request) may result in a denial of the leave request until such certification is provided.

Re-certifications are required if leave is sought after expiration of the time estimated by the healthcare provider. Failure to submit required re-certifications can result in termination of the leave.

### **4. Requesting and Scheduling Pregnancy Disability Leave**

An employee should request pregnancy disability leave by contacting HR.

The employee should provide at least thirty (30) days notice or as long of notice as is practicable, if the need for the leave is foreseeable.

Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.

Pregnancy disability leave may be taken intermittently or on a reduced leave schedule when medically advisable, as determined by the employee's healthcare provider.

If an employee needs intermittent leave or leave on a reduced schedule that is foreseeable based on planned medical treatment, the employee may be transferred temporarily to an available alternative position for which the employee is qualified, which has equivalent pay and benefits that better accommodates recurring periods of leave than the employee's

regular position.

In most cases, the School will respond to a pregnancy disability leave request within two (2) days of acquiring knowledge that the leave qualifies as pregnancy disability and, in any event, within ten (10) days of receiving the request. **If** a pregnancy disability leave request is granted, the School will notify the employee in writing and leave will be counted against the employee's pregnancy disability leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

## **5. Return to Work**

An employee on pregnancy disability leave remains an employee of the School and a leave will not constitute a break in service. When an employee returns from pregnancy disability leave, the employee will return to their original job or an equivalent job with equivalent pay, benefits, and other employment terms and conditions as when the leave commenced.

**If** the employee is not reinstated to the original position, the employee will be reinstated to a comparable position unless there is no comparable position available or a comparable position is available, but filling that position with the returning employee would substantially undermine the School's ability to operate the business safely and efficiently. A "comparable" position is a position that involves the same or similar duties and responsibilities and is virtually identical to the employee's original position in terms of pay, benefits, and working conditions.

## **6. Employment During Leave**

An employee on pregnancy disability leave may not accept employment with any other employer without the School's written permission. An employee who accepts such employment will be deemed to have resigned from employment with the School.

## **7. Lactation Accommodation**

The School will provide a lactation break for a reasonable amount of time to accommodate an employee's need to express breast milk. Employees in need of lactation breaks should contact their supervisor and human resources to allow for the School to determine a private space and ensure the reasonable time for breaks is provided. Human Resources and the supervisor will assist the employee in identifying a proper location that is close to the employee's work area, shielded from view, and free from intrusion. Additionally, where applicable, the School will provide access to a sink with running water and a refrigerator for storing breast milk.

The lactation break shall, if possible, run concurrently with any rest break or meal period already provided to the employee. For non-exempt staff, any additional time needed to express milk outside of the normal rest break and meal period is to be off the clock. **If** the

employee needs additional time past the breaks typically provided in a day, the employee should contact their supervisor and human resources. If a space and break is not provided when requested, please contact human resources.

## E. Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA)

The School complies with the federal Family and Medical Leave Act ("FMLA") and the California Family Rights Act ("CFRA"). The following information provides employees with a general description of their FMLA and CFRA rights.

### Calculating 12-Month Period for FMLA and CFRA

For purposes of calculating the 12-month period during which 12 weeks CFRA or qualifying exigency leaves may be taken, the School uses the "rolling" method also known as the look back method. For example, if an employee begins their leave on March 5, the look back period is 12 months from that date.

Under some circumstances, leave under FMLA and CFRA may run at the same time and the eligible employee will be entitled to a total of 12 weeks of family and medical leave in the designated 12-month period. Accrued sick leave will be paid to the employee starting with the first day of absence until exhausted and will run concurrently with FMLA and/or CFRA leave.

For leave to care for a covered service member, the 12-month period begins on the first day of the leave, regardless of how the 12-month period is calculated for other leaves. Leave to care for a covered service member is for a maximum of 26 workweeks during a 12-month period.

Leave granted under any of the reasons provided by state and federal law will be counted as FMLA and/or CFRA leave and will be considered as part of the 12-workweek entitlement (26-work week entitlement if leave is to care for a service member) in a 12-month period. The 12-month period is measured forward from the date any employee's first FMLA/CFRA leave begins. Successive 12-month periods commence on the date of an employee's first use of such leave after the preceding 12-month period has ended. No carryover of unused leave from one 12-month period to the next 12-month period is permitted.

### Pregnancy, Childbirth or Related Conditions Under FMLA, CFRA and PDL

Time off due to pregnancy disability, childbirth or related medical condition falls under pregnancy disability leave (PDL) and FMLA leave and is not concurrent with CFRA leave. Employees who may not be eligible for FMLA leave may still be eligible for leave under

PDL. Once the pregnant employee is no longer disabled, or once the employee has exhausted PDL and has given birth, they may apply for leave under CFRA, for purposes of baby bonding.

## **1) FAMILY MEDICAL LEAVE ACT**

### **Employee Eligibility Criteria**

FMLA leave provides up to 12 workweeks of unpaid, job protected leave within a 12-month period, under the following conditions:

- The employee must have been employed by the School for at least twelve (12) months,
- The employee has worked at least 1,250 hours during the previous 12-month period before the need for leave; and
- The employee is employed at a location where the School has at least fifty (50) employees within a seventy-five (75) mile radius, except for purposes of baby-bonding where the threshold is twenty (20) employees.

FMLA leave may be taken for one or more of the following reasons:

1. The birth of the employee's child, or placement of a child with the employee for adoption or foster care. When both parents are employed by the School, and request simultaneous leave for the birth or placement for adoption or foster care of a child, the School will not grant more than a total of 12 workweeks of FMLA leave for this reason.
2. Due to the employee's own serious health condition causing the employee to be unable to perform one or more of the essential functions of their job. This excludes a disability caused by pregnancy, childbirth, or related medical conditions, as they are covered by the School's pregnancy disability policy.
3. To care for the employee's family member including a spouse, registered domestic partner, child, or parent who has a serious health condition or military service-related injury. When an employee is providing care for an injured spouse, child, parent, or next of kin who is a covered Armed Forces service member, the employee may take a maximum of twenty-six (26) weeks of FMLA leave in a single twelve (12) month period.

### **Intermittent Leave under FMLA**

Full-time employees may take leave of up to 12 workweeks in a rolling 12-month period. Part-time employees may take leave on a proportional basis. The leave does not need to be taken in one continuous period of time. Under FMLA, the employee must have the School's agreement to take intermittent leave.



## 2) CALIFORNIA FAMILY RIGHTS ACT

The Fair Employment and Housing Act (FEHA), enforced by the Department of Fair Employment and Housing (DFEH), contains family care and medical leave provisions for California employees. CFRA applies to all employees of the state of California and any other political or civil subdivision of the state and cities, regardless of the number of employees.

### Employee Eligibility Criteria

CFRA leave provides up to 12 workweeks of unpaid, job protected leave within a 12-month period, under the following conditions:

- The employee has more than 12 months of service.
- The employee has worked at least 1,250 hours during the previous 12-month period before the need for leave; and
- The employee is employed at a worksite where there are 5 or more employees within a 75 mile radius.

CFRA leave may be taken for one or more of the following reasons:

1. The birth of the employee's child, or placement of a child with the employee for adoption or foster care. If the School employs both parents of a child, it will grant up to 12 weeks of leave to each employee.
2. To care for the employee's parent, parent-in-law, spouse, registered domestic partner, child, grandparent, grandchild, ~~and~~ sibling, **or designated person** who has a serious health condition.
3. For a serious health condition that renders the employee unable to perform their job.
4. To care for the employee's family member including a spouse, registered domestic partner, child, ~~or~~ parent, **or designated person** who has a military service-related injury. When an employee is providing care for an injured spouse, child, parent, or next of kin who is a covered Armed Forces service member, the employee may take a maximum of twenty-six (26) weeks of CFRA leave in a single twelve (12) month period.

### Intermittent Leave under CFRA

Full-time employees may take leave of up to 12 workweeks in a rolling 12-month period. Part-time employees may take leave on a proportional basis. The leave does not need to be taken in one continuous period of time. Employees do not need the School's agreement to take intermittent bonding leave. In the case of intermittent leave, the employee may be required to use such leave in two-week minimum increments, with an exception for shorter increments on at least two occasions.

## 3) Process For Requesting FMLA/CFRA LEAVE

### Leave Procedures

The following procedures shall apply when an employee requests leave: The

employee must contact HR as soon as the need for the leave is realized.

**If** the leave is based on the expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition of the employee or an eligible family member per FMLA or CFRA, the employee must notify the School at least 30 days before the leave is to begin. The employee must consult with their supervisor regarding scheduling of any planned medical treatment or supervision in order to minimize disruption to the operations of the School. Any such scheduling is subject to the approval of the health care provider of the employee or the health care provider of the applicable family members.

**If** the employee cannot provide 30 days' notice, the School must be informed as soon as is practical. Notice can be written or verbal and should include the timing and the anticipated duration of the leave, but the School does not require disclosure of an underlying diagnosis. The School will respond to a leave request within 5 business days. The School requires written communication from the health-care provider stating the reason for the leave and the probable duration of the condition. However, the health care provider may not disclose the underlying diagnosis without the consent of the patient.

**If** the FMLA/CFRA leave request is made because of the employee's own serious health condition, the School may require, at its expense, a second opinion from a health care provider that the School chooses. The health care provider designated to give a second opinion will not be one who is employed on a regular basis by the School.

**If** the second opinion differs from the first opinion, the School may require, at its expense, the employee to obtain the opinion of a third health care provider designated or approved jointly by the employer and the employee. The opinion of the third health care provider shall be considered final and binding on the School and the employee. While waiting for a second or third opinion, the employee is provisionally entitled to FMLA/CFRA leave.

The School requires the employee to provide certification within 15 days of any request for FMLA/CFRA, unless it is not practicable to do so. The School may require recertification from the health care provider if additional leave is required. For example, if an employee needs two weeks of family and medical leave, but following the two weeks needs intermittent leave, a new medical certification will be requested and required. **If** the employee does not provide medical certification in a timely manner to substantiate the need for leave, the School may delay approval of the leave, or continuation thereof, until certification is received. If certification is never received, the leave may not be considered family and medical leave.

**If** the leave is needed to care for approved family members per FMLA/CFRA, the employee

must provide a certification from the health care provider stating:

1. Date of commencement of the serious health condition;
2. Probable duration of the condition;
3. Estimated amount of time for care by the health care provider; and
4. Confirmation that the serious health condition warrants the participation of the employee.

#### Certification

If an employee cites their own serious health condition as a reason for leave, the employee must provide a certification from the health care provider stating:

- Date of commencement of the serious health condition;
- Probable duration of the condition; and
- Inability of the employee to work at all or perform any one or more of the essential functions of their position because of the serious health condition.

The School will require certification by the employee's health care provider that the employee is fit to return to their job. Failure to provide certification by the health care provider of the employee's fitness to return to work may result in denial of reinstatement for the employee until the certificate is obtained.

## 4) Pay and Benefits Under FMLA/CFRA

### Health and Benefit Plans

The School provides health benefits under a group plan, and will therefore continue to make these benefits available during the leave if the employee is enrolled in the group plan. An employee taking FMLA/CFRA leave will be allowed to continue participating in any health and welfare benefit plans in which they were enrolled before the first day of the leave (for a maximum of 12 workweeks, or 26 workweeks if the leave is to care for a covered service member) at the level and under the conditions of coverage as if the employee had continued in employment for the duration of such leave. The School will continue to make the same premium contribution as if the employee had continued working. The continued participation in health benefits begins on the date leave first begins. In some instances, the School may recover from employee premiums paid to maintain health coverage if the employee fails to return to work following family/medical leave. An employee is deemed to have "failed to return from leave" if they do not return following the leave of absence, or work less than thirty (30) days after returning from leave. Employees on pregnancy disability leave will be allowed to continue to participate in group health coverage for up to a maximum of four months (or for the approved time) of pregnancy disability leave (if such insurance was

provided before the leave was taken) on the same terms as if the employee had continued to work. The employee will also continue to make premium payments, if applicable, based on the payment schedule outlined in the premium payment letter. They will then be able to remain on benefits for any time taken under approved FMLA/CFRA leave if they are eligible for those leaves. Payment is due when it would be made by payroll deduction.

#### Substitution of Paid Leave

Generally, FMLA/CFRA leave is unpaid. The School is not required to pay employees during FMLA/CFRA leave and may require an employee to use accrued vacation time or other accumulated paid leave other than sick time. **If** the FMLA/CFRA leave is for the employee's own serious health condition the use of sick time is required and will run concurrent with FMLA/CFRA leave.

#### Time Accrual

Sick pay will accrue during any period of unpaid disability leave only until the end of the month in which the unpaid leave began. For example, an employee who delivers their baby on March 5 and goes out on leave on that date, would earn one day of sick leave for the month of March. Accrual for leave would be suspended until the employee returns from leave. All sick leave will be applied starting with the first day of absence until the leave is exhausted.

#### COBRA Benefits

**If** an employee requires additional leave after all protected leaves have been exhausted (PDL, FMLA, CFRA), they will be eligible for continued benefits through COBRA.

### **5. Reinstatement Upon Return From FMLA/CFRA**

Under most circumstances, upon return from FMLA/CFRA leave, an employee will be reinstated to their original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. However, an employee has no greater right to reinstatement than if they had been continuously employed rather than on leave. For example, if an employee on FMLA/CFRA leave would have been laid off had they not gone on leave, or if the employee's job is eliminated during the leave and no equivalent or comparable job is available, then the employee would not be entitled to reinstatement. In addition, an employee's use of FMLA/CFRA leave will not result in the loss of any employment benefit that the employee earned before using family/medical leave.

Reinstatement after FMLA leave may be denied to certain salaried "key" employees under the following conditions:

- 1) An employee requesting reinstatement was among the highest-paid 10 percent of salaried employees employed within 75 miles of the work site at which the employee

- worked at the time of the leave request;
- 2) The refusal to reinstate is necessary because reinstatement would cause substantial and grievous economic injury to the School's operations;
- 3) The employee is notified of the School's intent to refuse reinstatement at the time the School determines the refusal is necessary; and
- 4) **If** leave has already begun, the School gives the employee a reasonable opportunity to return to work following the notice described previously.

Under CFRA, the School will reinstate "key" employees.

Employees should contact HR for additional information about eligibility for FMLA, CFRA or PFL.

## **F. Bereavement Leave**

The School grants leave of absence to benefited employees (employees with at least 50% employment) in the event of the death of the employee's current spouse, child, parent, parents-in-law, legal guardian, brother, sister, grandparent, grandchild, or mother, father, sister, brother, son-in-law, or daughter-in-law, step-parents, foster parents, foster children, and domestic partners. **An** employee with a death in the family may take up to three **(53)** consecutive scheduled work days off with pay with the approval of the supervisor. ~~In the event services are located out-of-state, the allowed time off will be five (5) days.~~ An employee may be granted up to ten (10) days of bereavement leave for the death of the employee's spouse/domestic partner or child.

Bereavement leave may be taken intermittently with prior approval of the supervisor in no less than four hour increments. **If** an employee requires more than the allocated time off for bereavement leave, the employee may use accumulated sick days. The CEO or designee may approve additional unpaid time off.

## **G. Military Leave**

Regular full time employees requiring a leave of absence for service in the uniformed services are provided leave and will be re-employed at the end of the leave. Policies governing this leave are designed according to the Uniformed Services Employment and Reemployment Rights Act and applicable state regulations. The policy covers those employees who enter active military duty voluntarily and extends to Reservists and National Guard members who are called to limited active duty or extended training duty, including regularly scheduled annual training and military summer camp training.

### *Eligibility*

All employees, except those hired on a temporary or seasonal basis, are eligible for the

leave.

#### *Length of Leave*

The length of the military leave is determined by the uniformed service organization calling the employee to active duty or military encampment.

#### *Request Procedure*

The employee must provide written notice of their obligation or intention to perform service in the uniformed services, unless notice is precluded by military necessity or is otherwise unreasonable or impossible. A copy of the military orders must also be provided. Failure to do so may result in loss of reemployment rights.

#### *Pay While on Leave*

Military leaves are without pay.

#### *Status of Benefits*

Reservists, National Guard members, and veterans returning from military service in the Armed Forces have and retain rights with respect to seniority, vacation, compensation, length of service, pay increases, as may be from time to time provided by applicable statutes of the United States and the state of California. The employee may maintain health care insurance benefits for up to 24 months while on leave by paying the insurance premiums through COBRA for any leave extending beyond 30 days.

#### *Reinstatement*

Upon return from a Uniformed Service Leave, the employee must report to work or request reemployment within prescribed time limits, which are based on the length of the leave:

1. Between one (1) to thirty (30) days: The service member is expected to report to work on the first regularly scheduled work period on the first full day after release from service and will be reinstated to the same position held at the time the service leave began.
2. Between 31-180 days: The service member must submit an application for reemployment within 14 days of release from service.
3. For 181 days or longer: An application for reemployment must be submitted within 90 days of release from service.

Failure to file an application within the required time period may forfeit the right to reemployment.

## **H. Organ and Bone Marrow Donation Leave**

The Organ and Bone Marrow Donation Leave grants up to 30 days leave of absence with pay to employees who have exhausted all available sick leave within a one-year period for the purpose of donating an organ and a five (5) day leave of absence with pay to employees who are bone marrow donors. If needed, employees may take an additional unpaid leave of absence, up to 30 days per year, for donating an organ.

This leave may require use of two weeks accrued paid time off for organ donation, and five (5) days for bone marrow donation.

A medical note will be required to be submitted. Medical benefits will be maintained while the staff member is on leave and the staff member is guaranteed reinstatement to work. There will be no discrimination or retaliation for any leave taken.

## **I. Jury Duty and Witness Leave**

The School encourages employees to serve on jury duty when called. Postponement to non-instructional or off-peak department times is encouraged in order to minimize the impact to the School.

Seasonal and part-time employees will be provided unpaid time off to participate in jury duty. Nonexempt employees will receive full pay while serving up to 5 days of jury leave. Exempt employees called for jury duty will receive full salary for the time spent; however, exempt employees are expected to arrange their work schedule to minimize the impact on the School and must consult with their supervisor for guidance.

The employee should notify HR and their supervisor of the need for time off for jury duty as soon as a notice or summons from the court is received. Any employee summoned for jury duty must provide HR with an authentic summons, subpoena, or notice for such duty and upon returning to work must present proof of jury duty service, including the dates of the employee's service. Employees are expected to return to work if they are excused for jury duty during their regular working hours.

Fees Paid by the Court - All jury fees (excluding mileage) received by the employee while on school paid status shall be remitted to HR. Jury fees received while on school unpaid status are retained by the employee.

## **J. Volunteer Firefighters, Reserve Police Officer or**



## Emergency Rescue Personnel

No employee shall be disciplined for taking time off to perform emergency duty as a volunteer firefighter. If the employee is an official volunteer firefighter, a reserve police officer, or an emergency rescue personnel they must alert HR that it may be necessary to take time off due to emergency duty.

## K. Victims of Domestic Violence Leave

Employees who are victims of domestic violence are eligible for unpaid leave regardless of whether any person is arrested, prosecuted, or convicted of committing a crime. This leave provides time off for employees who are victims of domestic violence, sexual assault, and stalking, as well as leave for employees who are the victims or related to victims of certain serious or violent felonies. Employees may use available and accrued sick leave. The employee may also take paid vacation. The employee may request leave if they are involved in a judicial action, such as obtaining restraining orders, appearing in court to obtain relief to ensure the health, safety or welfare, or that of their child.

The employee should provide notice and certification if they need to take leave under this policy. Certification may be sufficiently provided by any of the following:

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

The School will, to the extent allowed by law, maintain the confidentiality of an employee requesting leave under this provision.

## L. Suspension of an Employee's Enrolled Child

If an employee who is the parent or guardian of a child facing suspension from school and is summoned to the school to discuss the matter, the employee should alert the CEO or designee as soon as possible before leaving work. In keeping with California Labor Code Section 230.7, no discriminatory action will be taken against an employee who takes time off for this purpose.

## M. Recreational Activities and Programs

The School or its insurer will not be liable for payment of workers' compensation benefits for any injury that arises out of an employee's voluntary participation in any off-duty recreational, social, or athletic activity that is not part of the employee's work-related duties.

## N. Workers' Compensation

The School, in accordance with state law, provides insurance coverage for employees in case of a work-related injury. The workers' compensation benefits provided to injured employees include:

- Medical care;
- Cash benefits, tax free, to replace lost wages; and
- Vocational rehabilitation to help qualified injured employees return to suitable employment.

To ensure that the employee receives any workers' compensation benefits to which they may be entitled, they will need to:

- Immediately report any work-related injury or illness to HR. **If** the employee believed the injury or illness is caused by their job and developed gradually, the report should be filed as soon as possible. Reporting promptly helps avoid problems and delays in receiving benefits, including medical care. **If** the employee does not report the injury within 30 days, they risk losing their right to receive workers' compensation benefits;
- Seek medical treatment and follow-up care if required;
- Complete a written claim form and return it to HR as soon as possible.
- Provide the School with a certification from the healthcare provider regarding the need for workers' compensation disability leave, as well as the eventual ability to return to work from the leave.

Upon submission of a medical certification that an employee is able to return to work after a workers' compensation leave, the employee under most circumstances will be reinstated to the same position held at the time the leave began, or to an equivalent position, if available. Upon return, a teacher is not guaranteed the same students, but will receive new/transfer students according to the same seniority status they had prior to the leave. An employee returning from a workers' compensation leave has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. For example, if an employee on workers' compensation leave would have been laid off had they not gone on leave, or if the employee's position has been eliminated or filled in order to avoid undermining the School's ability to operate safely and efficiently during

the leave, and no equivalent or comparable positions are available, then the employee would

not be entitled to reinstatement.

An employee's return depends on their qualifications for any existing openings. If, after returning from a workers' compensation disability leave, an employee is unable to perform the essential functions of the job because of a physical or mental disability, the School's obligations to the employee may include reasonable accommodation, as governed by the ADA (Americans with Disabilities Act).

## O. Other Types of Leaves

There are other types of leaves that employees may be eligible for which include:

1. Time off to visit children's schools: This leave provides employees up to 8 hours per month (to a maximum of 40 hours per year) of unpaid time off for the purpose of child-related activities which include: to find, enroll, or re-enroll the child in a school or with a licensed childcare provider; to participate in activities of the school or licensed child care provider; to address a child care provider or school emergency. Employees may use available and accrued sick leave;
2. Literacy accommodation leave: This leave provides reasonable accommodation for employees who experience difficulties with literacy to enroll in an adult literacy program, work with a tutor or otherwise take steps to improve upon their literacy needs. Employees may use available and accrued sick leave;
3. Military spousal leave: This leave provides employees up to 10 days of unpaid, protected leave, to spend time with a spouse or registered domestic partner who is home during a period of military deployment.

## P. Professional Development

The School expects all employees to maintain necessary certifications and encourages all employees to attend meetings, conferences, and other educational sessions that provide training and ideas helpful to the development or operation of the School. Employee requests to attend short-term professional development opportunities (two days or less) not sponsored by the School are subject to the approval of the Director, CEO or designee.

Employees will be allowed with the approval of their supervisor and the CEO or designee to attend extended professional development programs. Extended professional development programs are considered more than two (2) days. An employee will be expected to complete missed work or assignments upon return.

Employees should submit written requests to take professional development days to their supervisors for approval. The request shall include a printed or written agenda and/or

printed material pertaining to the professional development. The School requests that employees submit requests to take professional development days at least 10 days for in town events and at least 30 days for out of town events. The granting of request will be solely at the discretion of the Director or CEO.

## Q. Holidays

The School recognizes the following holidays:

- New Year's Day (January 1st)
- Martin Luther King Jr's Birthday
- Presidents' Day
- Cesar Chavez Day
- Memorial Day
- Juneteenth (June 19)
- Independence Day (July 4th)
- Labor Day
- Veterans Day
- Thanksgiving Day
- The Friday after Thanksgiving
- Christmas Eve (December 24th)
- Christmas Day (December 25th)
- New Year's Eve (December 31st)

Each year the winter break will be reviewed and the holidays determined by the beginning of the school year.

Unless otherwise provided in this policy, all employees will receive time off for each observed holiday. To qualify for holiday pay, an employee must be a regular full time (thirty or more hours per week) classified employee in paid status on the working day immediately preceding or following the holiday. A holiday that falls during a classified employee's vacation time or sick time is paid as a holiday and is not deducted from vacation or sick-leave balances.

## R. Vacation (Classified Employees)

The School's vacation policy is intended to provide eligible classified employees with time away from work for relaxation and renewal. In order to be eligible for vacation accrual, an employee must be a full time (thirty or more hours per week) classified exempt or nonexempt employee.

Vacation accrual begins on the first day of employment, and employees are eligible for vacation upon successful completion of 30 days of continuous employment. Eligible

employees will accrue one day of vacation per month in paid status (e.g. an 8 hour/day 12 month employee will earn 12 days of vacation or 96 hours). Vacation accruals per pay period are displayed in the payroll system and on the employee's pay stubs.

<b>Vacation Accrual</b> <i>Classified Staff</i>					
	Full Time Equivalent (FTE)	Hours Worked Per Week	Non-Exempt: Per Semi Monthly Pay Period	Exempt: Per Pay Monthly Period	Total Sick Hours Accrued Per Month
Full Time	.75+	30+	4 hours/4 hours	8 hours	8 hours
Part Time	.74 or less	29 or less	not eligible	not eligible	not eligible

As a general practice, the supervisor will make an effort to approve a vacation request that is mutually convenient for the employee and the School. A requested vacation will be approved if the absence does not cause a disruption of service or place an undue burden on fellow employees. All vacation requests must be made in advance of the time to be taken. **All requests must be entered and approved through the payroll system before taking the time. Additionally, all requests must be approved by your supervisor (via Intranet) before taking the time.** Any changes to a vacation request must be pre-approved by the supervisor at least three (3) business days prior to the start of the requested date of vacation, except in an emergency situation. Failure to get pre-approval may result in disciplinary action. The supervisor may determine peak times in which vacations may not be approved.

Employees may be required to use their earned vacation hours during school recess. Vacation can be used in increments of 1 hour and only used from the employee's available accrual. Vacation hours cannot be advanced ahead of the earned accrual. Accrued and unused vacation hours will roll over from year to year but are capped at one and a half times the annual rate of accrual **(18 days or 144 hours)**. Employees will not accrue any additional vacation until their balance has dropped below the annual cap.

Terminating employees (voluntary or involuntary discharge, death, end of employment agreement, etc.) will be paid all accrued and unused vacation in their final paycheck.

## S. Work Year Calendars

Each year the Board of Directors will approve the instructional and work year calendars for the new school year. Specific work days for certificated staff are determined by the School based on a return date for prep days, professional development, and final date for grade

submission. The work days will be designated within the date range listed on the employment agreement.

In coordination with HR, supervisors will prepare a work year calendar displaying the first and last day of the assignment, all recess periods, and designated non-work days.

For employees working less than 12 months, non-work days will be determined at the discretion of the employer, indicated on a work calendar provided to the employee, and determined so that work schedules will provide the greatest support to the School or department.

Non-work days are unpaid days based upon the employee's position and employment agreement as stated on the work year calendar. Unlike accrued leave, non-work days will not carry over from year to year.

## **T. Make-up Time**

Nonexempt employees may choose to use make up time in order to accommodate employee scheduling needs. Employees may choose to work over 8 hours on one or more days per week, so they make up work less than 8 hours another day for personal reasons. The extra hours worked for make-up time would not be counted as overtime. Employees are not to work more than 11 hours in a single work day (without prior approval), and the make up time must all be taken and used within the pay work week. If employees requests make up time and has worked over 8 hours in a day earlier in the week, and their need for time off changes, the employer may still require the employee to take the planned time off to avoid unnecessary overtime. Unless otherwise approved, employees are not to work more than 40 hours per week, in which case, they will be eligible for overtime. Requests for make up time must be submitted to the supervisor in advance.

## **U. Suggestions**

The School is always striving to improve operating procedures and encourages all employees to make suggestions to this end. We welcome suggestions on subjects such as safety; ways to improve customer service; and, how to save labor, money, energy, time, and materials. All suggestions should be submitted in writing to the appropriate supervisor who will in turn discuss them with School management. We appreciate staff suggestions that help make the School more successful.

Initial\_\_\_\_\_

## **Confirmation of Receipt of Handbook**

I have received the School's Employee Handbook. I understand and agree that it is my

responsibility to read and familiarize myself with its policies and procedures, including the Schools policy for preventing discrimination, harassment and retaliation. I have been given the opportunity to ask any questions I might have about the policies in the Handbook.

I understand that except for employment at-will status, any and all policies or practices can be changed at any time by the School. The School reserves the right to change my hours, wages, and working conditions at any time. I understand and agree that other than the CEO, no manager, supervisor, or representative of the School has authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will; only the CEO has the authority to make any such agreement and then only in writing, signed by the CEO.

I understand and agree that nothing in the Employee Handbook creates or is intended to create a promise or representation of continued employment and that employment at the School is employment at-will; employment may be terminated at the will of either the School or myself. My signature certifies that I understand that the foregoing agreement on at-will status is the sole and entire agreement between the School and myself concerning the duration of my employment and the circumstances under which my employment may be terminated. It supersedes all prior agreements, understandings, and representations concerning my employment with the School.

_____	_____	_____
Employee's Signature	Employee's Print Name	Date



**MOTIVATED YOUTH ACADEMY****Agenda Item:** 10.C**Date:** September 14, 2023

	Correspondence/Proposals/Reports
X	Consent Agenda
	Business/Financial Services
	Education/Student Services
X	Personnel Services
	Curriculum
	Policy Development

**Item Requires Board Action:** X**Item is for Information Only:** \_\_\_\_\_**Item:** Approval of Job Descriptions**Background:**

Job descriptions are critical to the successful personnel operations of the school. They provide structure in areas such as recruitment, on-boarding, determining reasonable accommodations, performance evaluation, succession planning, staff development, and compensation analysis. Job descriptions are routinely revised to remove antiquated wording, reflect the current duties of the positions, and align the minimum qualifications, knowledge, and abilities to the duties. New job descriptions are developed based on the school's staffing plans and identified support needs. It is recommended the Board approve the following job description(s) as presented.

It is recommended the Board approve the following job descriptions as presented.

New Job Description:

Office Assistant - Marketing

Revised Job Descriptions:

Instructional Assistant

**Fiscal Impact:**

None



## Office Assistant - Marketing

### *Job Description*

<b>Reports To:</b>	Director of designee
<b>FLSA Status:</b>	Non-Exempt
<b>School Classification:</b>	Classified
<b>Pay Range:</b>	Grade 14
<b>Work Schedule:</b>	12 months
<b>Location:</b>	Onsite Office

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**Position Summary:** *Performs technical and clerical tasks to support the strategic communication plan and promote school, and student successes to internal and external audiences including news media and community organizations; assists in the planning and management of school events and programs; assists with monitoring and tracking news and social media activity; conducts media research using the internet and prepares reports summarizing findings.*

### Minimum Qualifications

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily.

- Associate degree with course work in journalism, communications, public relations, marketing, broadcasting, or related field is preferred.
- Related clerical experience including data entry/typing, recordkeeping, and customer service.
- Graduation from high school or equivalent, preferably supplemented by college level coursework to support office management and business related duties.
- Hold and maintain a valid California Driver's License; proof of automobile insurance; and full time use of a dependable automobile that is insured pursuant to California regulations.
- State and federal background clearance (LiveScan) to work with students (Education Code Section 44237). No prospective employee can report to work without this clearance being received and Human Resources notifying the immediate supervisor of this clearance.
- Proof of a clear TB test dated within the last 60 days (Education Code Section 49406) upon employment and thereafter updated every four years.

### General Skills

- Team player
- Love of learning – a lifelong learner
- Flexible and adaptable
- Open to differing views and objectives
- Conflict resolution skills
- Uphold The School's vision and mission by acting with integrity

### Essential Duties and Responsibilities

*Office Assistant Marketing - Job Description*  
*Board Approved:*



1. Assists in the planning, creating, editing, proofreading, and disseminating of print and electronic school communication materials (newsletters, brochures, pamphlets, publications, flyers, style guides, website content, etc.) using school resources (Microsoft Office, Publication Services, etc.) to support the District's strategic communication plan and maintain brand consistency.
2. Assists with the creation and maintenance of school social media networking accounts (Facebook, Twitter, Instagram, etc.) to increase public awareness and visibility of the District.
3. Digitally records (audio, video, and/or photographs) school events to broadcast on school publication channels (website, newsletters, social media, etc.) in order to publicize successes and support the District's communication strategy.
4. Follow policies and procedures that ensure accordance with school guidelines and state and federal privacy laws.
5. Perform a variety of support duties requiring an understanding of the school operations, procedures and functions of an office; assist in assuring smooth and efficient office operations.
6. Input a wide variety of information into school database and generate a variety of reports and lists; request or provide information as necessary to assure completeness and accuracy.
7. Prepare and coordinate schedules and calendars as directed.
8. Participate in student activities as assigned by the position; assist parents with student registrations.
9. Operate a variety of office equipment.

#### **Other Duties**

- Respond to all school related written correspondence, phone calls, voicemails, and emails within 24 business hours.
- Perform other duties as assigned.

#### **Knowledge and Abilities**

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

##### **Knowledge of**

- Customer service and public relations techniques.
- Digital and print communications platforms
- Presentation software
- Social media platforms and etiquette for professional use
- The school's organization, operations, policies and objectives.
- Applicable laws, codes, rules and regulations.

*Office Assistant Marketing Job Description  
Board Approved:*



- Functions and operations of an office.
- Telephone techniques and etiquette.
- Correct English usage, grammar, spelling, punctuation and vocabulary.
- Interpersonal skills using tact, patience and courtesy.
- Oral and written communication skills.
- Operation of a computer and assigned software.
- Methods of collecting and organizing data and information.

#### Ability to

- Understand and follow oral and written instructions
- Cooperate with others and work as a member of a team
- Use tact, patience, and courtesy when engaging with employees and the general public
- Understand and work within scope of authority
- Work independently with little direction
- Understand and resolve issues, complaints or problems.
- Analyze situations accurately and adopt an effective course of action.
- Compose correspondence and written materials independently or from oral instructions.
- Assure efficient and timely completion of office and departmental projects and activities.
- Establish and maintain cooperative and effective working relationships with others.
- Interpret, apply and explain laws, codes, rules, regulations, policies and procedures.
- Type or input data at an acceptable rate of speed.
- Operate a variety of office equipment including a computer and assigned software.
- Maintain electronic and hard copy records.
- Maintain confidentiality of privileged and sensitive information.
- Plan and organize work.
- Complete work with many interruptions.
- Compile and verify data, keep logs, and prepare reports.
- Communicate effectively both orally and in writing.
- Participate as a positive team member for the purpose of enhancing and sharing knowledge and skills for the delivery of best practices.

#### Use of Computer Technology

To perform this job successfully, an individual must be proficient utilizing assigned software, Microsoft Office applications, and a variety of web-based applications; have the ability to utilize the Internet to conduct research and participate in virtual meetings; and respond to a high volume of emails and requests in a timely manner.

*Office Assistant Marketing Job Description*  
*Board Approved:*



### Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Hearing and speaking to exchange information
- Dexterity of hands and fingers to demonstrate activities
- Operate a computer and other office productivity machinery
- Seeing to read a variety of materials and view computer monitor for extended periods of time
- Close vision and ability to adjust focus
- Bending at the waist, kneeling, or crouching
- Sitting or standing for extended periods of time
- Lifting objects up to 25 pounds with or without assistance

### Work Environment

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Noise level is generally moderate
- Meetings conducted in office settings
- Indoor varying in temperature
- Employee must have available transportation and when required, be able to drive up to 100 miles in a day

### Hazards

- Contact with dissatisfied individuals.

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### Employee Acknowledgement

The job description is not intended to be an all-inclusive list of duties and standards of the position. Incumbents will follow any other instructions, and perform any other related duties, as assigned by their supervisor.

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Employee Signature

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Printed Name

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Date

*Office Assistant Marketing Job Description*  
*Board Approved:*



## Instructional Assistant

### *Job Description*

<b>Reports To:</b>	Director or designee
<b>FLSA Status:</b>	Non-Exempt
<b>School Classification:</b>	Classified
<b>Pay Range:</b>	Grade 2
<b>Work Schedule:</b>	Instructional Calendar
<b>Location:</b>	Dependent on assignment; in-person and virtual sessions with students

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### Position Summary

*The Instructional Assistant is responsible to provide academic, and/or community-based instruction to students according to the prescribed directions of the credentialed teacher; monitor and record student progress; and relieve the teacher of routine record-keeping and clerical assistant duties.*

### Minimum Qualifications

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily.

- Paid or volunteer experience working with students in an academic setting is preferred.
- Possession of a secondary school diploma or its recognized equivalent and one of the following: 1) completion of at least two years of study (minimum 48 semester hours) at an institution of higher education; 2) possession of an associate's (or higher) degree; or 3) passing a rigorous assessment that demonstrates the knowledge of, and the ability to assist in instructing, reading, writing, and mathematics at a level meeting State and Federal requirements. An associate's degree in an educational or related field is highly desirable.
- Bilingual English/Spanish preferred depending on assignment.
- Hold and maintain a valid California Driver's License; proof of automobile insurance; and full time use of a dependable automobile that is insured pursuant to California regulations.
- State and federal background clearance (LiveScan) to work with students (Education Code Section 44237). No prospective employee can report to work without this clearance being received and Human Resources notifying the immediate supervisor of this clearance.
- Proof of a clear TB test dated within the last 60 days (Education Code Section 49406) upon employment and thereafter updated every four years.

### General skills

- Team player
- Love of learning – a lifelong learner
- Flexible and adaptable
- Open to differing views and objectives

Instructional Assistant - MY Academy Job Description  
Board Approval:

- Conflict resolution skills
- Uphold the School's vision and mission by acting with integrity

### **Essential Duties and Responsibilities**

1. Provides instructional assistance to students, in a variety of educational environments, which may include public/community spaces, home settings, and/or other instructional settings; assists students in academic areas such as reading, writing, vocabulary, math, science, computer skills and other subject areas.
2. Explains the teacher's instructions, activity directions, etc. to students as necessary; utilizes teacher provided materials or selects instructional activities and techniques within a limited range consistent with the teacher's lesson plans to meet the needs of individual students.
3. Reinforces lesson concepts and skills using special tutorial techniques, presenting, or guiding activities, or sensory training exercises; provides additional reinforcement, and repetition, and presents to different learning styles and student abilities.
4. Guides small group discussions to develop higher-level thinking skills; confers with the teacher regarding student performance, progress, and concerns.
5. Prepares for daily activities by setting up work areas, displays, and exhibits.
6. Uploads Independent Study paperwork into the student information system and maintains compliance documents under the direction of the teacher of record.
7. Use conversation, group discussion, games, academic coaching, behavior management techniques, and other approaches to achieve prescribed goals.
8. Monitors students in designated areas to motivate and encourage students to remain engaged and stay on task; assists students to improve self-control and social development skills following the teacher's plan for positive behavioral support and orderly classroom management; models prosocial, respectful interactions for students; in accordance with district approved methods.
9. Monitors students in assigned areas and in the absence of the teacher, re-enforcing safety and appropriate behavior; assists students in boarding and disembarking the bus and provides supervision while escorting students to various locations; accompanies students on field trips and/or community-based instructional activities; promotes meaningful inclusion by actively minimizing barriers during school activities with peers.
10. Prepares/modifies instructional materials and tests; types, files, duplicates, assembles, and laminates materials as directed; maintains written and computer records of student progress for the teacher; operates a variety of office and instructional equipment as assigned.
11. Assists in administering teacher-prepared tests/quizzes, and standardized achievement tests; corrects tests and assigned work using hard copy texts or electronic format.
12. Carries out mandated reporting obligations to ensure student safety as required by law.
13. Maintains professional competence through professional development via numerous educational activities; attends and participates in a variety of assigned meetings, conferences, trainings and/or special events as assigned.
14. Participates in faculty committees, the sponsorship of student activities, and program-wide activities.

Instructional Assistant - MY Academy Job Description  
*Board Approval:*



## **Bilingual**

In addition to the above duties, bilingual positions also interpret orally and translate in writing between English and a designated language; interprets for student, parent, or teacher, as required; and may serve as interpreter and/or translator for staff in parent conferences or other meetings.

## **Other Duties**

- Respond to all school related written correspondence, phone calls, voicemails, and emails within 24 business hours.
- Document and report to the school's management all formal disciplinary actions involving students; supporting management with addressing and resolving complaints from students and parents in a timely manner; ensuring compliance with the provisions of California Penal Code Section 11166 (Child Abuse and Neglect Reporting Act).
- Perform other related duties as assigned.

## **Knowledge and Abilities**

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

### **Knowledge of**

- Principles and practices related to assisting students with academic instruction and behavior management.
- Basic principles of child behavior and development.
- Proficient knowledge of subjects taught including arithmetic, reading, writing, grammar, and spelling.
- Basic instructional methods and techniques.
- Record-keeping techniques.

### **Ability to**

- Read, write and speak English proficiently.
- Assist in instructing readiness for reading, writing, and mathematics in a learning environment.
- Demonstrate effective interpersonal skills.
- Communicate effectively in a timely manner, both orally and in writing.
- Use technology in an effective manner for communicating and reporting.
- Meet schedules and timelines; plan and organize work.
- Work at a high level of independence.
- Maintain professional, cordial relationships with students, parents, and staff.
- Use professional judgment in making reasonable decisions or recommendations in conjunction with other staff members and/or administrative leadership.
- Communicate in a respectful, professional, and courteous manner.
- Maintain confidentiality.

- Follow directions and uphold program policies and practices.
- Establish rapport and maintain positive, meaningful relationships with students to assist in improving their behavior, educational performance, and social relationships.
- Participate as a positive team member for the purpose of enhancing and sharing knowledge and skills for the delivery of best practices.
- Bilingual positions require the ability to speak, read, and write a designated language in addition to English.

### **Use of Computer Technology**

To perform this job successfully, an individual must be able to learn and utilize student information system software, Microsoft Office applications, and a variety of web-based applications proficiently; have the ability to utilize the Internet to conduct research and participate in virtual meetings; and respond to a high volume of emails in a timely manner.

### **Physical Demands**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Hearing and speaking to exchange information
- Clarity of speech to explain instructional concepts to students and discussion with adults
- Dexterity of hands and fingers to demonstrate activities, operate a variety of office equipment, write and grasp, push and pull various light objects and equipment
- Operate a computer and other office productivity machinery
- Seeing to read a variety of materials and monitor students
- Close vision and ability to adjust focus
- Bending at the waist, kneeling, or crouching
- Kneel, squat, crawl, twist and reach to perform various activities with students
- Sitting or standing for extended periods of time
- Mobility sufficient to visit learning environments and other educational locations
- Lifting objects up to 25 pounds with or without assistance
- Driving a vehicle to meet with students

### **Work Environment**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Noise level is generally moderate
- Meetings conducted in public and private settings
- Indoor and outdoor in varying temperatures
- Employee must have available transportation and be able to drive 200 miles in a day

Instructional Assistant - MY Academy Job Description

*Board Approval:*

### **Hazards**

- Potential physical hazards involved in intervening in altercations and antisocial behavior.
- Contact with dissatisfied individuals.

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### **Employee Acknowledgement**

The above job description is not intended to be an all-inclusive list of duties and standards of the position. Incumbents are expected to follow any other instructions, and perform any other related duties as assigned by their supervisor.

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Employee Signature

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Printed Name

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Date

# Coversheet

## Consent - Policy Development

**Section:** X. Consent  
**Item:** D. Consent - Policy Development  
**Purpose:** Vote  
**Submitted by:**

**Related Material:**

MYA 5000 - Student Services Concepts and Roles.pdf

MYA 5000-Student Services Concepts and Roles (4878-6552-7613.v1)\_Redlined.pdf

MYA 5050 Academic Integrity Policy 2023.pdf

MYA 5050 - Academic-Integrity-Policy-2\_1 (4876-2481-3629.v2)Redlined.pdf

MYA 5035 - Student Freedom of Speech and Expression Policy 2023.pdf

MYA 5035 - Student Freedom of Speech and Expression-Policy updated (4886-2037-1261.v2)Redlined.pdf

**STUDENT SERVICES****MYA-5000****CONCEPTS AND ROLES**

The goal of the Motivated Youth Academy Board of Directors (the “Board”) is to provide students with a personalized and supportive educational experience. As such, the Board is committed to maintaining a safe, positive school environment for all students as well as providing student services that promote student welfare and high academic achievement. Students enrolled in Motivated Youth Academy benefit from an individualized instructional model that has flexible pacing and scheduling. The Board expects students to make good use of this learning opportunity by demonstrating regular engagement, appropriate conduct, and respect for others.

The Board is committed to providing equal educational opportunities and keeping MYA free from any discriminatory practices. The Board prohibits any acts of discrimination, sexual harassment, harassment, intimidation, and bullying altogether. Any complaint of misconduct will be promptly and thoroughly investigated and appropriate corrective action taken if warranted.

The CEO, School Director(s), or designees shall keep parents/guardians and students well informed about Charter School rules and regulations related to Students Services. This includes, but is not limited to attendance, physical and mental health, immunizations, records, academics, protected programs, and student conduct. When conducting hearings related to discipline, attendance and other student matters, all students will be afforded their due process in accordance with the law and the policies of Motivated Youth Academy.

Consistent with Education Code requirements, Motivated Youth Academy will annually notify students, parents, and guardians of their legal rights and responsibilities. Families will also receive a copy of legally mandated student services policies and the student handbook on an annual basis.

**STUDENT SERVICES****5000-MYA****CONCEPTS AND ROLES**

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The goal of the Motivated Youth Academy Board of Directors (the “Board”) is to provide students with a personalized and supportive educational experience. As such, the Board is committed to maintaining a safe, positive school environment for all students as well as providing student services that promote student welfare and high academic achievement. Students enrolled ~~in the schools and affiliated programs operating under the non-profit~~ Motivated Youth Academy benefit from an individualized instructional model that has flexible pacing and scheduling. The Board expects students to make good use of this learning opportunity by demonstrating regular attendance, appropriate conduct, and respect for others.

The Board is committed to providing equal educational opportunities and keeping ~~its schools~~ MYA free from any discriminatory practices. The Board prohibits any acts of discrimination, sexual harassment, harassment, intimidation, and bullying altogether. Any complaint of misconduct will be promptly and thoroughly investigated and appropriate corrective action taken if warranted.

The CEO, School Director(s), or designees shall keep parents/guardians and students well informed about ~~Charter School and district~~ rules and regulations related to Students Services. This includes, but is not limited to attendance, physical and mental health, immunizations, records, academics, protected programs, and student conduct. When conducting hearings related to discipline, attendance and other student matters, all students will be afforded their due process in accordance with the law and the policies of Motivated Youth Academy.

Consistent with Education Code requirements, ~~schools operating under the non-profit~~ Motivated Youth Academy will annually notify students, parents, and guardians of their legal rights and responsibilities. Families will also receive a copy of legally mandated student services policies and the student handbook on an annual basis.



**STUDENT SERVICES****5050-MYA****ACADEMIC INTEGRITY POLICY**

The Board of Directors of Motivated Youth Academy (“MYA” or the “Charter School”) considers academic honesty to be one of its highest values. Students are expected to be the sole authors of their work and to exhibit honest behavior and academic integrity. Use of another person’s work or ideas must be accompanied by specific citations and references. The purpose of this Policy is to create and maintain ethics and integrity in all academic endeavors and to provide MYA students with an understanding of what is and is not acceptable.

**DEFINITIONS:****1) ACADEMIC DISHONESTY**

A student cheats when they obtain or attempt to obtain credit for academic work through the use of any dishonest, deceptive, or fraudulent means. This may include but is not limited to:

- a. Copying, in part or in whole, from another student’s test, classwork, homework, data disk, or other media and claiming the work as one’s own.
- b. Submitting work completed by another person.
- c. Any act that interferes with a fair grading environment. Examples include helping another student to cheat; sharing or showing coursework to other students before submission; and/or stealing or interfering with other students’ work.
- d. Any form of dishonesty for academic advantage. Examples include false excuses for missed deadlines; falsifying or intentionally distorting the meaning of data; and/or re-submitting an assignment completed in a previous course.
- e. Altering or interfering with grading or grading instructions or stealing or altering tests or class materials.
- f. Encouraging or helping in any of the actions described above.

**2) PLAGIARISM**

1. The unauthorized use or close imitation of the language and thoughts of another author and the representation of them as one's own original work.
2. Something used and represented in this manner.

**EXAMPLES OF PLAGIARISM AND ACADEMIC DISHONESTY INCLUDE, BUT ARE NOT LIMITED TO:**

1. Quoting someone else's words, sentences, paragraphs, or an entire paper without acknowledging the source
2. Paraphrasing someone else's ideas, opinions, or theory without acknowledging the source
3. Imitating someone else's structure or argument without acknowledging the source
4. Using more of a source than you acknowledged in your citation



**STUDENT SERVICES****5050-MYA****ACADEMIC INTEGRITY POLICY**

5. Copying a fellow student's work, paper, and/or essays and turning it in as your own
6. Copying another student's computer file and submitting the work as your own, or allowing such to happen
7. Buying an essay, paper, or written work online without acknowledging the source
8. Using teacher manuals or answer keys

Regardless of the student's intent, the above acts constitute plagiarism and/or academic dishonesty. In essence, plagiarism is the theft of someone else's ideas and/or work. Whether a student copies verbatim or simply rephrases the ideas of another without properly acknowledging the source, it is still plagiarism. In the preparation of work submitted to meet course requirements, whether a draft or a final version of a paper or project, students must take great care to distinguish their own ideas and language from information derived from other sources. Sources include published primary and secondary materials, electronic media, and information and opinions gathered directly from other people.

**PROCESS FOR ADDRESSING INCIDENTS OF ACADEMIC DISHONESTY IF A STUDENT IS SUSPECTED OF PLAGIARISM OR ACADEMIC DISHONESTY**

**INITIAL INCIDENT:**

The teacher of record will confirm the student plagiarized or has been academically dishonest. The teacher of record will consult with school administration to set up a plan to help the student learn about plagiarism and academic dishonesty, and how to avoid it in the future. The student may be required to redo the assignment and may receive a reduction in the grade of that assignment depending on the age of the student and the severity of the academic dishonesty.

**SECOND INCIDENT:**

If a student is suspected of plagiarism or academic dishonesty for a second time: The student may receive an F/zero for the assignment. A conference call with teacher of record, parent/guardian of minor student or adult student, and school administrator will be scheduled to explain seriousness and to provide additional support.

**THIRD INCIDENT:**

If a student is suspected of plagiarism or academic dishonesty for a third time: The student may receive a F/zero on the assignment. The student may receive a reduction of one letter grade for the entire course, regardless of which courses the first two offenses occurred. A

**STUDENT SERVICES****5050-MYA****ACADEMIC INTEGRITY POLICY**

conference call with the teacher of record, parent/guardian of minor student or adult student, and school administrator will be scheduled to determine if the student may be subject to discipline in accordance with applicable due process provisions in accordance with the relevant charter petition, which is available upon request.

**FOURTH INCIDENT:**

The student may receive an F/zero on the assignment. The student may receive an F/zero for the entire course, regardless of which courses the first three offenses occurred. A conference call with the teacher of record, parent/guardian of minor student or adult student, and school administrator will be scheduled to discuss providing notification that student's related education records, including disciplinary records, may be provided to colleges or other school districts where the student seeks to enroll or transfer as permitted in accordance with applicable law. The student may be subject to discipline in accordance with applicable due process provisions in accordance with the relevant charter petition, which is available upon request.

**SPECIAL EDUCATION STUDENTS OR STUDENTS WITH 504 PLANS**

If the at-risk student is an identified Special Education student, including a student with an Individualized Education Program ("IEP") or Section 504 plan, the teacher will contact the Special Education Program Manager or school counselor/504 coordinator and comply with all provisions of applicable law in addressing any student conduct concerns, including plagiarism.

**GRIEVANCE PROCEDURE:**

The following procedure is established to ensure that students' grievances are addressed fairly by the appropriate persons in a timely manner. The Charter School prohibits discrimination against students/families on the basis of based on the actual or perceived characteristics of mental or physical disability, sex (including pregnancy and related conditions, and parental status), sexual orientation, gender, gender identity, gender expression, immigration status, nationality (including national origin, country of origin, and citizenship), race or ethnicity (including ancestry, color, ethnic group identification, ethnic background, and traits historically associated with race, including, but not limited to, hair texture and protective hairstyles such as braids, locks, and twist), religion (including agnosticism and atheism), religious affiliation, medical condition, genetic information, marital status, age or association with a person or group with one or more of these actual or perceived characteristics or based on any other characteristic protected under applicable state or federal law or local ordinance.. If a student is determined to have committed plagiarism, cheating or other forms of academic dishonesty, is subject to consequences, and the

## STUDENT SERVICES

5050-MYA

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### ACADEMIC INTEGRITY POLICY

parent/guardian or student disagrees:

The student and parent/guardian will address the Executive Director or designee in writing with the reason for the grievance, including why they believe the accusation is not accurate/appropriate. The Executive Director or designee will investigate and respond with a written determination within ten (10) working days. If the concern or grievance is not resolved, the student and parent/guardian may, within ten (10) working days, request a review with the Chair of the Board. The Chair of the Board shall investigate and make the final decision.

**STUDENT  
SERVICES****5050-M  
YA****ACADEMIC INTEGRITY  
POLICY**

The **Board of Directors** of Motivated Youth Academy ~~Board of Directors~~ (the “**Board**”**MYA**” or the “**Charter School**”) considers academic honesty to be one of its highest values. Students are expected to be the sole authors of their work and to exhibit honest behavior and academic integrity. Use of another person’s work or ideas must be accompanied by specific citations and references. The purpose of this **P**olicy is to create and maintain ethics and integrity in all academic endeavors and to provide **MYA Academy** students with an understanding of what is and is not acceptable.

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**STUDENT  
SERVICES****5050-M  
YA****ACADEMIC INTEGRITY  
POLICY**

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**STUDENT  
SERVICES****5050-M  
YA****ACADEMIC INTEGRITY  
POLICY**

petition, which is available upon request.

**FOURTH INCIDENT:**

The student may receive an F/zero on the assignment. The student may receive an F/zero for the entire course, regardless of which courses the first three offenses occurred. A conference call with the teacher of record, parent/**guardian** of minor student or adult student, and school administrator will be scheduled to ~~determine to discuss~~ **providing** notification that student's related education records, including disciplinary records, may be provided to colleges or other school districts where the student seeks to enroll or transfer as permitted in accordance with applicable law. The student may be subject to discipline in accordance with applicable due process provisions in accordance with the relevant charter petition, which is available upon request.

**SPECIAL EDUCATION STUDENTS OR STUDENTS WITH 504 PLANS**

If the at-risk student is an identified Special Education student, including a student with an **Individualized Education Program ("IEP")** or **Section 504** plan, the teacher will contact the Special Education Program Manager or school counselor/504 coordinator and comply with all provisions of applicable law in addressing any student conduct concerns, including plagiarism.

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The following procedure is established to ensure that students' grievances are addressed fairly by the appropriate persons in a timely manner. The **sCharter School** prohibits discrimination against students/families on the basis of **based on the actual or perceived characteristics of mental or physical disability, sex (including pregnancy and related conditions, and parental status), sexual orientation, gender, gender identity, gender expression, immigration status, nationality (including national origin, country of origin, and citizenship), race or ethnicity (including ancestry, color, ethnic group identification, ethnic background, and traits historically associated with race, including, but not limited to, hair texture and protective hairstyles such as braids, locks, and twist), religion (including agnosticism and atheism), religious affiliation, medical condition, genetic information, marital status, age or association with a person or group with one or more of these actual or perceived characteristics or based on any other characteristic protected under applicable state or federal law or local ordinance.** ~~disability, race, creed, color, gender, national origin, or religion.~~ If a student is ~~accused of~~ **determined to have committed** plagiarism, cheating or other forms of academic dishonesty, **is subject to consequences**, and the parent/**guardian or** ~~/student~~ disagrees:

The student and parent/guardian will address the **Executive Director or designee** ~~school administrator~~ in writing with the reason for the grievance, including why they believe the

**STUDENT  
SERVICES****5050-M  
YA****ACADEMIC INTEGRITY  
POLICY**

accusation is not accurate/appropriate. The ~~Executive Director or designee school administrator~~ will investigate and respond with a written determination within ten (10) working days. If the concern or grievance is not resolved, the student and parent/guardian may, within ten (10) working days, request a review with the ~~governing board.~~ **Chair of the Board.** The **Chair of the Board** shall investigate **and make the final decision.** ~~And respond to the student and parent/guardian within ten (10) school days after the review. The decision of the board will be accomplished by the vote of a simple majority and the decision is final.~~

4876-2481-3629, v. 2



## STUDENT SERVICES

5035-MYA

### STUDENT FREEDOM OF SPEECH AND EXPRESSION POLICY

The Motivated Youth Academy (“MYA” or “Charter School”) Board of Directors (the “Board”) respects students’ rights to express ideas and opinions, take stands, and support causes, whether controversial or not, through their speech, writing, printed materials, including the right of expression in official publications, and/or the wearing of buttons, badges and other insignia.

#### STUDENT EXPRESSION

Student free speech rights include but are not limited to the distribution of printed materials or petitions, the wearing of buttons, badges, and other insignia, and the right of expression in official publications, whether or not the publications or other means of expression are supported financially by the Charter School or by use of Charter School facilities. Student expression on the Charter School website and online media shall generally be afforded the same protections as print media within the Policy.

Student expression, including but not limited to student expression on internet web sites, is generally constitutionally protected but shall be subject to discipline when such expression poses a threat to the safety of other students or staff, or substantially disrupts the educational program. The Executive Director or designee shall document the impact the expression had or could be expected to have on the educational program.

Student freedom of expression shall be limited only as allowed by state and federal law in order to maintain an orderly school environment and to protect the rights, health, and safety of all members of the school community. Unprotected Expression includes the following:

1. **Obscenity:** when the (1) average person applying current community standards finds the work as a whole appeals to the prurient interest, (2) the work is patently offensive, and (3) the work lacks serious literary, artistic, political, or scientific value. Examples include pornography or sexually explicit material.
2. **Defamation:** Libel (written defamation) and Slander (oral defamation), which includes but is not limited to inaccurately attributing a statement to another, either on purpose for public officials (which includes Charter School staff) or by mistake for private officials, that mischaracterizes the statement.
3. **Discriminatory Material:** material that demeans a person or group because of the person/group’s mental or physical disability, sex (including pregnancy and related conditions and parental status), sexual orientation, gender, gender identity, gender expression, immigration status, nationality (including national origin, country of origin, and citizenship), race or ethnicity (including ancestry, color, ethnic group identification, ethnic background, and traits historically associated with race, including but not limited

Motivated Youth Academy

Policy Adopted: October 10, 2019

Revision Date: month, day, year

Page 1 of 5

**STUDENT SERVICES****5035-MYA**

to, hair texture and protective hairstyles such as braids, locks, and twist), religion (including agnosticism and atheism), religious affiliation, medical condition, genetic information, marital status, age, or association with a person or group with one or more of these actual or perceived characteristics or any other basis protected by federal, state, local law, ordinance or regulation that has the purpose of humiliating, offending, or provoking a person/group.

4. **Harassment (including sexual harassment), Intimidation and/or Bullying:** severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act. Bullying includes one or more acts committed by a student or group of students that may constitute sexual harassment, hate violence, or creates an intimidating and/or hostile educational environment, directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following: (1) placing a reasonable student or students in fear of harm to that student's or those students' person or property, (2) causing a reasonable student to experience a substantially detrimental effect on the student's physical or mental health, (3) causing a reasonable student to experience a substantial interference with the student's academic performance, (4) causing a reasonable student to experience a substantial interference with the student's ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
5. **Fighting Words:** words likely to cause (1) the average person to fight or (2) the creation of a clear and present danger of violence, unlawful acts in violation of lawful school regulations, or the substantial disruption of school.
6. **Vulgarity and/or Profanity:** the continual use of curse words by a student, even after warning.
7. **Violating Privacy:** publicizing or distributing confidential or private material without permission.

**DISTRIBUTION OF CIRCULARS, UN-OFFICIAL NEWSPAPERS, AND OTHER PRINTED MATTER**

Free inquiry and exchange of ideas are essential parts of a democratic education. Students shall be allowed to distribute circulars, leaflets, newspapers, and pictorial or other printed matter, and to circulate petitions, subject to the following specific limitations:

1. Leaflets, pictorial and other printed matter to be distributed shall be submitted to the Executive Director or designee at least one (1) school day prior to distribution. The Executive Director or designee shall review material submitted in a reasonable amount of

**STUDENT SERVICES****5035-MYA**

time and shall allow the approved material to be distributed according to the time and manner established by this Policy.

2. Distribution, free or for a fee, may take place during an educational activity provided there is no substantial disruption in the school programs as determined by the Executive Director.
3. The manner of distribution shall be such that coercion is not used to induce students to accept the printed matter or to sign petitions.
4. The solicitation of signatures must not be substantially disruptive to the educational activity as determined by the Executive Director or designee.

**OFFICIAL SCHOOL PUBLICATIONS**

Student editors of official school publications shall be responsible for assigning and editing the news, editorial, and feature content of their publications subject to the limitations of this Policy. However, it shall be the responsibility of the staff adviser(s) of student publications to supervise the production of the student staff, to maintain professional standards of English and journalism, and to maintain the provisions of this Policy. The staff adviser(s) shall help the student editors judge the literary value, newsworthiness and propriety of materials submitted for publication.

There shall be no prior restraint of material prepared for official school publications except insofar as it violates this Policy. MYA officials shall have the burden of showing justification without undue delay prior to a limitation of student expression under this Policy. If the staff adviser(s) consider material submitted for publication to violate this Policy, he or she will notify the student without undue delay and give specific reasons why the submitted material may not be published. The student should be given the opportunity to modify the material or appeal the decision of the staff adviser to the Executive Director.

**BUTTONS, BADGES, AND OTHER INSIGNIA OF SYMBOLIC EXPRESSION**

Students shall be permitted to wear buttons, badges, armbands, and other insignia as a form of expression, subject to the prohibitions enumerated in this Policy.

**ORGANIZED DEMONSTRATIONS**

Students have the right to lawful organized demonstrations, subject to the provisions of this Policy and applicable law. Demonstrations that incite students to create a clear and present danger of the commission of unlawful acts during educational activities or the violation of lawful school regulations, or demonstrations that substantially disrupt the orderly operation of the educational activity are prohibited.

No individual student may demonstrate in the name of the Charter or as an official Charter

## STUDENT SERVICES

5035-MYA

School group at any time unless authorized by the Charter School to participate in the activity.

Missing school to attend an organized demonstration is not an excused absence. MYA will follow its Attendance Policy when determining consequences for students. The Charter School will follow its Suspension and Expulsion Policy when determining consequences for students if the Board policy is violated.

### **Off-Campus Expression**

Off-campus student expression, including but not limited to student expression on off-campus internet web sites, is generally constitutionally protected but shall be subject to discipline when there is a sufficient nexus between the speech and the Charter School.

Relevant considerations include:

1. The degree and likelihood of harm to the Charter School (staff, students, volunteers, and/or property) caused or augured by the expression,
2. Whether it is reasonably foreseeable that the expression would reach and impact the Charter School, and
3. The relation between the content and/or context of the expression and the Charter School. There is always a sufficient nexus between the expression and the Charter School when the Charter School reasonably concludes that it faces a credible, identifiable threat of school violence.

The Charter School Executive Director or designee shall document the impact the expression had or could be expected to have on the educational program. Off-campus expression that substantially disrupts the educational program, or involves substantial disorder or invasion of the rights of others may be subject to discipline.

Off-campus expression may result in discipline if the expression involves but is not limited to:

- a. Serious or severe bullying or harassment targeting particular individuals;
- b. Threats aimed at teachers or other students;
- c. The failure to follow rules concerning lessons, the writing of papers, the use of computers, or participation in other online school activities; or
- d. Breaches of school security devices.

## ENFORCEMENT

1. Upon learning that students who are considering actions in the areas covered by this Policy will be informed of the possible consequences of their action under each specific circumstance. The Executive Director shall ensure that due process is followed when resolving disputes regarding student freedom of expression.

**Motivated Youth Academy**

*Policy Adopted: October 10, 2019*

*Revision Date: month, day, year*

*Page 4 of 5*

**STUDENT SERVICES****5035-MYA**

2. This Policy does not prohibit or prevent the Charter School from adopting otherwise valid rules and regulations relating to oral communications by MYA students.
3. No MYA employee shall be dismissed, suspended, disciplined, reassigned, transferred, or otherwise retaliated against solely for acting to protect a student engaged in the conduct authorized under this Policy, or refusing to infringe upon conduct that is authorized under this Policy, the First Amendment to the United States Constitution, or Section 2 of Article I of the California Constitution.
4. MYA shall not make or enforce a rule subjecting a student to disciplinary sanctions solely on the basis of conduct that is speech or other communication that, when engaged in outside of the campus, is protected from governmental restriction by the First Amendment to the United States Constitution or Section 2 of Article I of the California Constitution.

**COMPLAINTS and APPEALS**

The following procedures shall be used to address general disputes regarding student freedom of speech and expression:

1. The student and faculty member shall first attempt to resolve the problem internally.
2. If the student and faculty member are unable to resolve the dispute, the student and/or faculty member may bring the matter to the Charter School Executive Director or designee, who shall hear both sides and strive to resolve the dispute as quickly as possible.
3. Any student or faculty member may appeal the decision of the Charter School Executive Director or designee to the Board who shall render a decision within a reasonable period of time after receipt of the appeal. The appeal by the student must be made within five (5) school days from the time the unsatisfactory decision was rendered.

A student who feels their freedom of expression was unconstitutionally limited and/or limited on the basis of discrimination may file a complaint with Motivated Youth Academy through following the Charter School's General Complaint Policies and Procedures.

## STUDENT SERVICES

**S035-MY  
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### STUDENT FREEDOM OF SPEECH AND EXPRESSION POLICY

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Student expression, including but not limited to student expression on internet web sites, is generally constitutionally protected but shall be subject to discipline when such expression poses a threat to the safety of other students or staff, or substantially disrupts the educational program. The Executive Director or designee shall document the impact the expression had or could be expected to have on the educational program.

Student freedom of expression shall be limited only as allowed by state and federal law in order to maintain an orderly school environment and to protect the rights, health, and safety of all members of the school community. Unprotected Expression includes the following:

1. **Obscenity:** when the (1) average person applying current community standards finds the work as a whole appeals to the prurient interest, (2) the work is patently offensive, and (3) the work lacks serious literary, artistic, political, or scientific value. Examples include pornography or sexually explicit material.
2. **Defamation:** Libel (written defamation) and Slander (oral defamation), which includes but is not limited to inaccurately attributing a statement to another, either on purpose for public officials (which includes Charter School staff) or by mistake for private officials, that mischaracterizes the statement.
3. **Discriminatory Material:** material that demeans a person or group because of the person/group’s disability, pregnancy, gender, gender identity, gender expression, nationality, ancestry, race or ethnicity, immigration status, religion, religious affiliation, sexual orientation, childbirth or related medical conditions, marital status, age, or association with a person or group with one or more of these actual or perceived characteristics or any other basis protected by federal, state, local law, ordinance or regulation that has the purpose of humiliating, offending, or provoking a person/group.

**STUDENT SERVICES****S035-MY  
A****STUDENT FREEDOM OF SPEECH AND EXPRESSION POLICY**

4. **Harassment (including sexual harassment), Intimidation and/or Bullying:** severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act. Bullying includes one or more acts committed by a student or group of students that may constitute sexual harassment, hate violence, or creates an intimidating and/or hostile educational environment, directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following: (1) placing a reasonable student or students in fear of harm to that student's or those students' person or property, (2) causing a reasonable student to experience a substantially detrimental effect on the student's physical or mental health, (3) causing a reasonable student to experience a substantial interference with the student's academic performance, (4) causing a reasonable student to experience a substantial interference with the student's ability to participate in or benefit from the services, activities, or privileges provided by the School.
5. **Fighting Words:** words likely to cause (1) the average person to fight or (2) the creation of a clear and present danger of violence, unlawful acts in violation of lawful school regulations, or the substantial disruption of school.
6. **Vulgarity and/or Profanity:** the continual use of curse words by a student, even after warning.
7. **Violating Privacy:** publicizing or distributing confidential or private material without permission.

**DISTRIBUTION OF CIRCULARS, UN-OFFICIAL NEWSPAPERS, AND OTHER PRINTED MATTER**

Free inquiry and exchange of ideas are essential parts of a democratic education. Students shall be allowed to distribute circulars, leaflets, newspapers, and pictorial or other printed matter, and to circulate petitions, subject to the following specific limitations:

1. Leaflets, pictorial and other printed matter to be distributed shall be submitted to the School Executive Director or designee at least one (1) school day prior to distribution. The Executive Director or designee shall review material submitted in a reasonable amount of time and shall allow the approved material to be distributed according to the time and manner established by this Policy. Any student may appeal the decision of the Executive Director or designee to the Board who shall render a decision within a reasonable period of time after receipt of the appeal. The appeal by the student must be made within five (5) school days from the time the unsatisfactory decision was rendered.
2. Distribution, free or for a fee, may take place during an educational activity provided there is no substantial disruption in the school programs as determined by the Executive Director.



**STUDENT SERVICES****S035-MY  
A****STUDENT FREEDOM OF SPEECH AND EXPRESSION POLICY**

3. The manner of distribution shall be such that coercion is not used to induce students to accept the printed matter or to sign petitions.
4. The solicitation of signatures must not be substantially disruptive to the educational activity as determined by the Executive Director or designee.

**OFFICIAL SCHOOL PUBLICATIONS**

Student editors of official school publications shall be responsible for assigning and editing the news, editorial, and feature content of their publications subject to the limitations of this Policy. However, it shall be the responsibility of the staff adviser(s) of student publications to supervise the production of the student staff, to maintain professional standards of English and journalism, and to maintain the provisions of this Policy. The staff adviser(s) shall help the student editors judge the literary value, newsworthiness and propriety of materials submitted for publication.

There shall be no prior restraint of material prepared for official school publications except insofar as it violates this Policy. Motivated Youth Academy officials shall have the burden of showing justification without undue delay prior to a limitation of student expression under this Policy. If the staff adviser(s) consider material submitted for publication to violate this Policy, he or she will notify the student without undue delay and give specific reasons why the submitted material may not be published. The student should be given the opportunity to modify the material or appeal the decision of the staff adviser to the Executive Director.

**BUTTONS, BADGES, AND OTHER INSIGNIA OF SYMBOLIC EXPRESSION**

Students shall be permitted to wear buttons, badges, armbands, and other insignia as a form of expression, subject to the prohibitions enumerated in this Policy.

**ORGANIZED DEMONSTRATIONS**

Students have the right to lawful organized demonstrations, subject to the provisions of this Policy and applicable law. Demonstrations that incite students to create a clear and present danger of the commission of unlawful acts during educational activities or the violation of lawful school regulations, or demonstrations that substantially disrupt the orderly operation of the educational activity are prohibited.

No individual student may demonstrate in the name of the School or as an official school group at any time unless authorized by the School to participate in the activity.

Missing school to attend an organized demonstration is not an excused absence. Motivated Youth Academy will follow its Attendance Policy when determining consequences for students. The School will follow its Suspension and Expulsion Policy when determining consequences for students if the Board policy is violated.

**STUDENT SERVICES****S035-MY  
A**

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**STUDENT FREEDOM OF SPEECH AND EXPRESSION POLICY  
ONLINE STUDENT EXPRESSION**

Student expression, including but not limited to student expression on internet web sites, is generally constitutionally protected but shall be subject to discipline when such expression poses a threat to the safety of other students, staff, or school property, or substantially disrupts the educational program. The Program Director or designee shall document the impact the expression had or could be expected to have on the educational program.

**ENFORCEMENT**

1. Students who are considering actions in the areas covered by this Policy should be informed of the possible consequences of their action under each specific circumstance. The Executive Director shall ensure that due process is followed when resolving disputes regarding student freedom of expression.
2. This Policy does not prohibit or prevent the Board from adopting otherwise valid rules and regulations relating to oral communications by Motivated Youth Academy students.
3. No Motivated Youth Academy employee shall be dismissed, suspended, disciplined, reassigned, transferred, or otherwise retaliated against solely for acting to protect a student engaged in the conduct authorized under this Policy, or refusing to infringe upon conduct that is authorized under this Policy, the First Amendment to the United States Constitution, or Section 2 of Article I of the California Constitution.
4. Motivated Youth Academy shall not make or enforce a rule subjecting a high school student to disciplinary sanctions solely on the basis of conduct that is speech or other communication that, when engaged in outside of the campus, is protected from governmental restriction by the First Amendment to the United States Constitution or Section 2 of Article I of the California Constitution.

**COMPLAINTS**

A student who feels their freedom of expression was unconstitutionally limited and/or limited on the basis of discrimination may file a complaint with Motivated Youth Academy through following the Charter School's Uniform Complaint Policies and Procedures.

4886-2037-1261, v. 2

# Coversheet

## Approval of 2022-2023 Unaudited Actuals Financial Report

**Section:** XI. Business/Financial Services  
**Item:** A. Approval of 2022-2023 Unaudited Actuals Financial Report  
**Purpose:** Vote  
**Submitted by:** Bill Dobson  
**Related Material:** MYA Unaudited Actuals FY22-23\_2023.9.14.pdf  
MYA EPA Actuals FY22-23\_2023.9.14.pdf

### BACKGROUND:

All charter schools in California must submit their “Unaudited Actuals” for the prior year by September 15th. The Unaudited Actuals represent the complete prior fiscal year’s financial activities following all year-end closing activities. The set of unaudited financial statements is then reviewed by the School’s independent CPAs, and together with any adjustments recommended by the auditors becomes the School’s audited financial statements for that fiscal year. The audited financial statements are then submitted to the authorizer by December 15th.

The Unaudited Actuals provide historical data necessary in forecasting to make informed estimates in determining how to allocate the budgets or plan for anticipated expenses for an upcoming period of time. The Unaudited Actuals also provide the beginning balance for budgeting for the current year followed by any adjustments needed per the auditors as the actuals become finalized.

### RECOMMENDATION:

It is recommended the Board approve the Unaudited Actuals Financial Report 2022-2023, as presented.

Fiscal Impact: None.



# Motivated Youth Academy

June 2023 Financials

Unaudited Actuals

9/14/2023 Board Meeting

# Highlights

- Financials will match the Unaudited Actuals Report due to MEUSD on 9/11/23 and must be submitted electronically using the SACS online platform.
- Revenue projections continue using P-2 ADA of 207.73 at year-end.
- MEUSD requested MYA to use \$476,935 for In-Lieu of property tax revenue.
- The Days cash on hand projection for year-end is: 226 days.
- Various revenues were updated to reflect the most current rates & information.
- The year-end surplus is forecasting at \$274K. This is a \$27K increase versus prior projection and due primarily to higher Other State Revenue.

## Compliance and Reporting

- 15.98 : 1 Pupil to Teacher – compliant
- 40/80 spending would support a 70% funding determination.

Pupil:Teacher Ratio	
15.98 : 1	

Cert.	Instr.
50.2%	61.6%
326,552	(590,126)

# Revenue



- Revenues are forecasting \$22K higher and at \$3.20M.
- State Aid Revenues decreased by \$23K and are now at \$2.79M. This category includes the \$476,935 requested for In-Lieu by MEUSD.
- Federal Revenue added \$2K for Title I, Part A and projecting at \$104K.
- Other State Revenues are forecasting at \$271K and is \$43K more with \$14K in AB602, \$14K in Lottery, and \$8K more in COPES funding.
- Other Local Revenue added \$1K in interest and is projecting at \$64K.

	Year-to-Date			Annual/Full Year		
	Actual	Budget	Fav/(Unf)	Forecast	Budget	Fav/(Unf)
<b>Revenue</b>						
State Aid-Rev Limit	\$ 2,765,905	\$ 2,477,754	\$ 288,151	\$ 2,769,332	\$ 2,477,754	\$ 291,578
Federal Revenue	93,081	124,900	(31,819)	103,879	124,900	(21,021)
Other State Revenue	249,447	441,594	(192,147)	270,964	441,594	(170,630)
Other Local Revenue	64,100	7,600	56,500	64,100	7,600	56,500
<b>Total Revenue</b>	<b>\$ 3,172,533</b>	<b>\$3,051,848</b>	<b>\$ 120,685</b>	<b>\$ 3,208,275</b>	<b>\$ 3,051,848</b>	<b>\$ 156,427</b>

# Expenses

- Expenses are projecting \$4K lower and at \$2.94M at year-end.
- Personnel costs are \$15K lower from fewer Certificated salaries.
- Operational costs had an increase of \$11K from the following:
  - \$20K less in costs for Books and Supplies .
  - \$36K more in Legal costs for Procopio, Buchalter, and Hatch & Cesario.
  - \$23K less in Other Educational Consulting costs.
  - \$19K more in Consulting for KRA Corp., KM Coaching, and F&L Media.

	Year-to-Date			Annual/Full Year		
	Actual	Budget	Fav/(Unf)	Forecast	Budget	Fav/(Unf)
<b>Expenses</b>						
Certificated Salaries	\$ 1,294,412	\$ 1,258,204	\$ (36,208)	\$ 1,294,412	\$ 1,258,204	\$ (36,208)
Classified Salaries	259,444	349,034	89,590	259,444	349,034	89,590
Benefits	476,257	695,146	218,890	476,257	695,146	218,890
Books and Supplies	146,010	156,225	10,215	146,010	156,225	10,215
Subagreement Services	78,640	157,577	78,937	78,640	157,577	78,937
Operations	109,648	72,284	(37,364)	109,648	72,284	(37,364)
Facilities	21,573	22,750	1,177	21,573	22,750	1,177
Professional Services	557,220	318,087	(239,133)	548,360	318,087	(230,273)
<b>Total Expenses</b>	<b>\$ 2,943,202</b>	<b>\$3,029,307</b>	<b>\$ 86,105</b>	<b>\$ 2,934,342</b>	<b>\$ 3,029,307</b>	<b>\$ 94,965</b>



# Fund Balance

- Forecasted year-end surplus is at 9% of total expenses.
- The year-end fund balance increased by 1% to 47.4% of annual expenses.
- MYA's fund balance is at a good level to support the school to meet it's 40/80 spending requirement in FY23-24.

	Year-to-Date			Annual/Full Year		
	Actual	Budget	Fav/(Unf)	Forecast	Budget	Fav/(Unf)
<b>Total Surplus(Deficit)</b>	\$ 229,331	\$ 22,541	\$ 206,790	\$ 273,933	\$ 22,541	\$ 251,391
Beginning Fund Balance	<u>1,117,501</u>	<u>1,117,501</u>		<u>1,117,501</u>	<u>1,117,501</u>	
<b>Ending Fund Balance</b>	<u><b>\$ 1,346,832</b></u>	<u><b>\$1,140,042</b></u>		<u><b>\$ 1,391,433</b></u>	<u><b>\$ 1,140,042</b></u>	
<i>As a % of Annual Expenses</i>	45.9%	37.6%		47.4%	37.6%	

# Appendices

- Monthly Cash Flow / Forecast 22-23
- Budget vs. Actual
- Statement of Financial Position
- Statement of Cash Flows
- Check Register
- AP Aging
- Compliance Reminders

Motivated Youth Academy

Monthly Cash Flow/Forecast FY22-23

Revised 09/06/23

ADA = 207.73



Revenues

8011	LCFF State Aid
8012	Education Protection Account
8019	State Aid - Prior Year
8096	In Lieu of Property Taxes

Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Year-End Accruals
95,528	95,528	171,950	171,950	171,950	171,950	171,950	192,368	192,368	192,368	192,368	430,677	
-	-	8,920	-	-	8,920	-	-	10,098	-	-	13,610	
-	-	-	-	-	(241)	-	25	25	25	25	35	-
-	-	-	-	105,576	64,964	35,141	35,141	65,653	32,827	38,799	95,407	3,427
95,528	95,528	180,870	171,950	277,526	245,593	207,091	227,534	268,144	225,220	231,192	539,729	3,427

Annual Forecast
2,250,955
41,548
(106)
476,935
2,769,332

Original Budget Total	Favorable / (Unfav.)
ADA = 201.78	
2,107,751	143,204
40,356	1,192
-	(106)
329,647	147,288
2,477,754	291,578

Federal Revenue

8181	Special Education - Entitlement
8290	Title I, Part A - Basic Low Income
8291	Title II, Part A - Teacher Quality
8296	Other Federal Revenue
8299	Prior Year Federal Revenue

-	-	-	-	-	-	-	-	-	-	-	25,568	-
-	-	-	-	-	13,269	-	-	-	-	2,052	14,901	
-	-	2,574	-	-	-	-	1,848	-	-	-	48	
-	-	25,938	-	-	580	11,250	(7,424)	-	-	-	-	10,798
-	-	-	-	-	6,952	-	(4,475)	-	-	-	-	-
-	-	28,512	-	-	20,801	11,250	(10,051)	-	-	2,052	40,517	10,798

25,568
30,222
4,470
41,142
2,477
103,879

21,933	3,635
24,449	5,773
4,117	353
74,401	(33,259)
-	2,477
124,900	(21,021)

Other State Revenue

8311	State Special Education
8550	Mandated Cost
8560	State Lottery
8598	Prior Year Revenue
8599	Other State Revenue

-	-	-	-	-	-	12,156	13,306	-	62,132	-	69,236	13,517
-	-	-	-	7,354	-	-	-	-	-	-	-	-
-	-	-	-	-	-	13,774	-	17,861	-	-	31,518	
-	-	-	-	-	66	10,182	-	-	5,622	(6,397)	-	-
-	-	-	-	8,000	-	-	-	-	1,218	-	3,420	8,000
-	-	-	-	15,354	66	36,112	13,306	17,861	68,972	(6,397)	104,173	21,517

170,347
7,354
63,153
9,473
20,638
270,964

122,375	47,972
6,302	1,052
40,585	22,568
-	9,473
272,333	(251,695)
441,594	(170,630)

Other Local Revenue

8660	Interest Revenue
8699	School Fundraising
8980	Contributions, Unrestricted

152	131	-	243	-	189	244	-	641	199	-	1,098	-
-	-	-	-	2,574	2,379	11,140	-	-	750	-	-	-
-	-	-	44,359	-	-	-	-	-	-	-	-	-
152	131	-	44,602	2,574	2,568	11,385	-	641	949	-	1,098	-

2,897
16,843
44,359
64,100

2,600	297
-	16,843
5,000	39,359
7,600	56,500

Total Revenue

95,680	95,659	209,382	216,552	295,454	269,028	265,838	230,789	286,646	295,141	226,847	685,518	35,742
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3,208,275
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3,051,848	156,427
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Expenses

Certificated Salaries

1100	Teachers' Salaries
1175	Teachers' Extra Duty/Stipends
1200	Pupil Support Salaries
1300	Administrators' Salaries
1900	Other Certificated Salaries

17,673	76,413	71,526	73,096	73,607	67,030	63,813	72,826	70,029	68,262	71,577	66,608	-
625	3,674	2,199	2,310	2,535	2,348	2,205	2,348	2,348	2,443	3,731	2,553	-
15,453	18,571	14,571	14,571	14,571	14,592	14,571	14,571	14,571	22,911	20,277	20,277	-
19,249	23,282	19,082	19,082	20,608	24,985	24,224	24,733	23,970	26,777	22,284	21,443	-
404	456	847	596	717	391	-	-	-	-	-	-	-
53,403	122,396	108,225	109,655	112,038	109,346	104,812	114,477	110,917	120,392	117,868	110,882	-

792,459
29,317
199,506
269,717
3,412
1,294,412

780,745	(11,714)
34,175	4,858
183,503	(16,003)
259,781	(9,936)
-	(3,412)
1,258,204	(36,208)

Classified Salaries

2100	Instructional Salaries
2400	Clerical and Office Staff Salaries

3,717	11,635	7,817	5,842	5,467	4,675	3,097	6,620	6,347	5,656	6,620	8,076	-
12,659	15,421	9,826	13,501	16,022	15,508	14,634	15,937	14,426	15,063	14,917	25,964	-
16,375	27,056	17,643	19,343	21,489	20,183	17,731	22,557	20,773	20,719	21,537	34,040	-

75,568
183,876
259,444

114,608	39,040
234,426	50,550
349,034	89,590

Benefits

3101	STRS
3301	OASDI
3311	Medicare
3401	Health and Welfare
3501	State Unemployment
3601	Workers' Compensation
3901	Other Benefits

8,795	18,337	19,038	19,079	19,276	12,847	18,898	19,402	19,103	21,022	20,784	19,973	-
1,376	1,767	1,508	1,519	1,810	1,876	1,556	2,119	1,889	2,368	1,832	1,584	-
997	2,141	1,797	1,842	1,908	1,846	1,766	1,982	1,905	2,041	2,020	1,900	-
9,496	17,642	14,563	14,660	14,350	15,886	5,626	20,808	16,733	11,860	18,825	22,020	-
550	735	51	74	163	242	2,083	928	101	166	136	2,235	-
2,537	770	1,731	1,870	3,885	(144)	1,870	1,870	1,870	(97)	1,870	1,870	-
325	120	318	473	635	552	464	650	580	533	622	1,241	-
24,077	41,512	39,006	39,518	42,027	33,106	32,263	47,759	42,182	37,892	46,089	50,823	-

216,554
21,203
22,146
182,471
7,463
19,906
6,514
476,257

198,290	(18,264)
69,874	48,670
46,610	24,464
309,120	126,649
33,499	26,036
14,000	(5,906)
23,754	17,240
695,146	218,890

Books and Supplies

4100	Textbooks and Core Materials
4302	School Supplies
4305	Software
4310	Office Expense
4311	Business Meals
4400	Noncapitalized Equipment
4700	Food Services

-	-	-	-	-	-	-	-	-	-	-	-	-
103	130	17	-	44	1,191	229	(677)	389	1,919	-	-	-
20,722	1,308	25,773	6,844	1,133	1,398	9,521	2,069	1,472	13,180	2,659	550	-
604	4,241	604	3,629	3,135	1,291	2,109	2,041	2,296	5,108	4,916	1,190	-
-	75	1,030	-	185	342	-	31	-	-	-	-	-
10,840	1,514	108	3,729	13,975	(8,866)	334	-	2,372	967	(8,766)	4,107	-
-	-	-	-	-	-	-	2,200	236	-	462	-	-
32,268	7,269	27,531	14,202	18,472	(4,644)	12,192	5,663	6,764	21,174	(729)	5,848	-

-
3,345
86,628
31,162
1,663
20,314
2,898
146,010

50,000	50,000
3,365	20
25,000	(61,628)
11,321	(19,841)
11,352	9,689
55,187	34,873
-	(2,898)
156,225	10,215

Subagreement Services

5102	Special Education
5104	Transportation
5106	Other Educational Consultants

3,944	978	1,234	688	2,324	-	6,525	3,838	2,529	4,764	4,243	11,648	-
-	-	-	-	-	-	-	-	-	-	-	-	-
4,750	14,880	6,638	6,201	-	-	-	1,434	672	264	438	648	-
8,694	15,858	7,873	6,888	2,324	-	6,525	5,272	3,201	5,028	4,681	12,296	-

42,714
-
35,925
78,640

-	(42,714)
-	-
157,577	121,652
157,577	78,937

Motivated Youth Academy

Monthly Cash Flow/Forecast FY22-23

Revised 09/06/23

ADA = 207.73



Operations and Housekeeping

5201	Auto and Travel
5300	Dues & Memberships
5400	Insurance
5900	Communications
5901	Postage and Shipping

Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Year-End Accruals
1,330	6,891	-	-	1,264	341	-	929	621	-	-	312	-
6,870	(4,995)	2,379	-	801	3,614	275	4,844	-	-	-	4,995	-
2,184	1,545	2,160	1,751	1,751	1,751	1,751	1,751	1,751	(699)	4,281	1,751	-
1,449	654	1,873	660	7,780	5,369	442	16,983	3,973	3,005	206	11,719	-
100	536	394	-	786	468	-	679	171	47	153	-	-
11,933	4,632	6,806	2,411	12,382	11,543	2,468	25,185	6,516	2,353	4,641	18,777	-

Annual Forecast
11,688
18,783
21,729
54,114
3,334
109,648

Original Budget Total	Favorable / (Unfav.)
8,000	(3,688)
8,000	(10,783)
25,300	3,571
26,284	(27,830)
4,700	1,366
72,284	(37,364)

Facilities, Repairs and Other Leases

5601	Rent
5602	Additional Rent
5604	Other Leases

1,896	2,001	-	3,523	1,761	-	1,761	1,761	1,761	1,761	1,761	1,761	-
258	258	-	-	258	258	-	258	258	-	-	-	-
2,135	(2,135)	-	-	-	-	-	275	-	-	-	-	-
4,289	123	-	3,523	2,019	258	1,761	2,295	2,019	1,761	1,761	1,761	-

19,749
1,548
275
21,573

22,750	3,001
-	(1,548)
-	(275)
22,750	1,177

Professional/Consulting Services

5801	IT
5802	Audit & Taxes
5803	Legal
5804	Professional Development
5805	General Consulting
5806	Special Activities/Field Trips
5807	Bank Charges
5809	Other taxes and fees
5810	Payroll Service Fee
5811	Management Fee
5812	District Oversight Fee
5813	County Fees
5815	Public Relations/Recruitment

17,143	(1,444)	4,018	2,316	2,416	5,330	2,376	5,491	4,022	2,491	4,036	7,845	-
-	2,048	-	1,050	-	3,623	3,964	3,990	3,150	525	-	5,565	-
-	-	1,323	5,534	669	5,373	23,672	4,749	14,029	-	33,065	36,486	-
2,080	14,245	-	1,125	1,266	710	1,351	1,954	1,457	5,475	5,550	1,374	-
2,500	6,150	14,463	7,345	17,972	17,540	14,953	16,283	17,536	12,486	13,504	32,451	-
-	-	-	192	-	-	-	461	-	-	-	-	-
-	-	70	-	25	25	25	25	25	25	15	15	-
198	4,820	67	198	33	0	-	-	0	117	-	64	-
1,371	2,679	1,732	1,483	1,515	1,492	1,865	1,915	2,207	2,546	2,410	4,014	-
5,086	5,541	5,023	5,771	6,298	5,023	5,641	5,326	6,811	5,706	5,446	9,252	-
-	-	-	-	4,705	4,704	2,408	11,299	3,556	2,329	2,329	2,454	(8,860)
-	-	-	-	-	-	-	5,014	-	-	-	-	-
-	1,248	-	-	-	-	-	-	-	-	-	-	-
28,379	35,286	26,696	25,013	34,900	43,819	56,254	56,507	52,792	31,700	66,355	99,520	(8,860)

56,040
23,914
124,900
36,587
173,183
653
250
5,498
25,228
70,921
24,924
5,014
1,248
548,360

-	(56,040)
9,975	(13,939)
50,000	(74,900)
17,100	(19,487)
172,500	(683)
814	161
-	(250)
-	(5,498)
16,000	(9,228)
-	(70,921)
23,500	(1,424)
-	(5,014)
28,198	26,950
318,087	(230,273)

Total Expenses

179,419	254,132	233,779	220,553	245,652	213,611	234,008	279,715	245,165	241,019	262,202	333,948	(8,860)
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2,934,342
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3,029,307	94,965
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Monthly Surplus (Deficit)

(83,739)	(158,473)	(24,397)	(4,001)	49,803	55,417	31,830	(48,926)	41,480	54,121	(35,355)	351,570	44,602
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273,932
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22,541	251,391
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Cash Flow Adjustments

Monthly Surplus (Deficit)
Cash flows from operating activities
Depreciation/Amortization
Public Funding Receivables
Grants and Contributions Rec.
Due To/From Related Parties
Prepaid Expenses
Other Assets
Accounts Payable
Accrued Expenses
Other Liabilities

(83,739)	(158,473)	(24,397)	(4,001)	49,803	55,417	31,830	(48,926)	41,480	54,121	(35,355)	351,570	44,602
-	-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	(1,218)	-	(35,742)	-
11,772	65,552	45,510	5,353	-	(17,075)	72,007	3,822	-	2,710	6,514	(145,323)	-
-	-	-	-	-	-	1,116	-	-	-	-	-	-
23,505	(3,842)	5,333	15,766	(17,151)	(11,948)	(2,521)	22,438	(9,845)	(45,872)	1,665	18,017	-
-	-	-	-	-	-	-	-	-	-	-	-	-
(12,513)	(6,522)	5,022	(36)	-	-	563	(563)	-	-	-	78,285	(8,860)
(5,171)	(24,581)	(10,526)	3,048	(4,613)	(27,383)	(24,817)	(8,204)	(14,150)	(8,620)	(6,762)	(53,805)	-
2,863	-	45,086	(44,359)	148,090	59,414	-	12,476	50,969	105,887	39,291	1,214	-

9%
273,932
-
(36,960)
50,843
1,116
(4,454)
-
55,376
(185,584)
420,931

Cert.	Instr.
50.2%	61.6%
326,552	(590,126)

Pupil:Teacher Ratio
15.98 : 1

Total Change in Cash

(63,283)	(127,866)	66,028	(24,228)	176,129	58,426	78,179	(18,958)	68,454	107,009	5,353	249,958
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# Days Cash
226

Cash, Beginning of Month

1,243,991	1,180,708	1,052,843	1,118,870	1,094,642	1,270,771	1,329,197	1,407,376	1,388,418	1,456,873	1,563,882	1,569,235
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Cash, End of Month

1,180,708	1,052,843	1,118,870	1,094,642	1,270,771	1,329,197	1,407,376	1,388,418	1,456,873	1,563,882	1,569,235	1,819,193
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**MY Academy Charter****Budget vs Actual**

For the period ended June 30, 2023

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
<b>Revenues</b>							
State Aid - Revenue Limit							
LCFF State Aid	\$ 430,677	\$ 379,412	\$ 51,265	\$ 2,250,955	\$2,107,751	\$ 143,204	\$2,107,751
Education Protection Account	13,610	10,074	3,536	41,548	40,356	1,192	40,356
State Aid - Prior Year	35	-	35	(106)	-	(106)	-
In Lieu of Property Taxes	95,407	46,150	49,257	473,508	329,647	143,861	329,647
Total State Aid - Revenue Limit	539,729	435,636	104,093	2,765,905	2,477,754	288,151	2,477,754
Federal Revenue							
Special Education - Entitlement	25,568	3,947	21,621	25,568	21,933	3,635	21,933
Title I, Part A - Basic Low Income	14,901	-	14,901	30,222	24,449	5,773	24,449
Title II, Part A - Teacher Quality	48	-	48	4,470	4,117	353	4,117
Other Federal Revenue	-	18,600	(18,600)	30,344	74,401	(44,057)	74,401
Prior Year Federal Revenue	-	-	-	2,477	-	2,477	-
Total Federal Revenue	40,517	22,547	17,970	93,081	124,900	(31,819)	124,900
Other State Revenue							
State Special Education	69,236	22,027	47,209	156,830	122,375	34,455	122,375
Mandated Cost	-	-	-	7,354	6,302	1,052	6,302
State Lottery	31,518	20,293	11,225	63,153	40,585	22,568	40,585
Prior Year Revenue	-	-	-	9,473	-	9,473	-
Other State Revenue	3,420	68,083	(64,664)	12,638	272,333	(259,695)	272,333
Total Other State Revenue	104,173	110,403	(6,230)	249,447	441,594	(192,146)	441,594
Other Local Revenue							
Interest Revenue	1,098	217	881	2,897	2,600	297	2,600
School Fundraising	-	-	-	16,843	-	16,843	-
Contributions, Unrestricted	-	417	(417)	44,359	5,000	39,359	5,000
Total Other Local Revenue	1,098	633	465	64,100	7,600	56,499	7,600
<b>Total Revenues</b>	<b>685,518</b>	<b>569,220</b>	<b>116,298</b>	<b>3,172,533</b>	<b>3,051,848</b>	<b>120,685</b>	<b>3,051,848</b>
<b>Expenses</b>							
Certificated Salaries				1,294,412			
Teachers' Salaries	66,608	70,200	3,592	792,459	780,745	(11,714)	780,745
Teachers' Extra Duty/Stipends	2,553	3,107	553	29,317	34,175	4,858	34,175
Pupil Support Salaries	20,277	15,292	(4,985)	199,506	183,503	(16,003)	183,503
Administrators' Salaries	21,443	21,648	205	269,717	259,781	(9,936)	259,781
Other Certificated Salaries	-	-	-	3,412	-	(3,412)	-
Total Certificated Salaries	110,882	110,247	(635)	1,294,412	1,258,204	(36,208)	1,258,204
Classified Salaries				259,444			
Instructional Salaries	8,076	9,869	1,793	75,568	114,608	39,040	114,608
Clerical and Office Staff Salaries	25,964	19,536	(6,429)	183,876	234,426	50,550	234,426
Total Classified Salaries	34,040	29,404	(4,635)	259,444	349,034	89,590	349,034
Benefits				476,257			
State Teachers' Retirement System, certificated positions	19,973	17,375	(2,598)	216,554	198,290	(18,264)	198,290
OASDI/Medicare/Alternative, certificated positions	1,584	5,886	4,303	21,203	69,874	48,670	69,874
Medicare/Alternative, certificated positions	1,900	4,050	2,150	22,146	46,610	24,464	46,610
Health and Welfare Benefits, certificated positions	22,020	25,760	3,740	182,471	309,120	126,649	309,120
State Unemployment Insurance, certificated positions	2,235	1,675	(560)	7,463	33,499	26,036	33,499
Workers' Compensation Insurance, certificated positions	1,870	1,216	(654)	19,906	14,000	(5,906)	14,000
Other Benefits, certificated positions	1,241	2,064	823	6,514	23,754	17,240	23,754
Total Benefits	50,823	58,026	7,203	476,257	695,146	218,889	695,146
Books & Supplies							
Textbooks and Core Materials	-	4,167	4,167	-	50,000	50,000	50,000
School Supplies	-	285	285	3,345	3,365	20	3,365
Software	550	2,083	1,533	86,628	25,000	(61,629)	25,000
Office Expense	1,190	943	(247)	31,162	11,321	(19,841)	11,321
Business Meals	-	946	946	1,663	11,352	9,689	11,352
Noncapitalized Equipment	4,107	4,674	567	20,314	55,187	34,873	55,187
Food Services	-	-	-	2,898	-	(2,898)	-
Total Books & Supplies	5,848	13,099	7,251	146,010	156,225	10,215	156,225
Subagreement Services							
Special Education	11,648	-	(11,648)	42,714	-	(42,714)	-
Other Educational Consultants	648	13,286	12,638	35,925	157,577	121,652	157,577
Total Subagreement Services	12,296	13,286	990	78,640	157,577	78,937	157,577



**MY Academy Charter****Budget vs Actual**

For the period ended June 30, 2023

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Operations & Housekeeping							
Auto and Travel	312	667	355	11,688	8,000	(3,688)	8,000
Dues & Memberships	4,995	667	(4,328)	18,783	8,000	(10,783)	8,000
Insurance	1,751	2,108	357	21,729	25,300	3,571	25,300
Communications	11,719	2,190	(9,529)	54,114	26,284	(27,830)	26,284
Postage and Shipping	-	392	392	3,334	4,700	1,366	4,700
Total Operations & Housekeeping	18,777	6,024	(12,754)	109,648	72,284	(37,364)	72,284
Facilities, Repairs & Other Leases							
Rent	1,761	1,896	134	19,749	22,750	3,001	22,750
Additional Rent	-	-	-	1,548	-	(1,548)	-
Other Leases	-	-	-	275	-	(275)	-
Total Facilities, Repairs & Other Leases	1,761	1,896	134	21,573	22,750	1,177	22,750
Professional/Consulting Services							
IT	7,845	-	(7,845)	56,040	-	(56,040)	-
Audit & Taxes	5,565	-	(5,565)	23,914	9,975	(13,939)	9,975
Legal	36,486	4,167	(32,319)	124,900	50,000	(74,900)	50,000
Professional Development	1,374	1,425	51	36,587	17,100	(19,487)	17,100
General Consulting	32,451	14,375	(18,076)	173,183	172,500	(683)	172,500
Special Activities/Field Trips	-	69	69	653	814	161	814
Bank Charges	15	-	(15)	250	-	(250)	-
Other Taxes and Fees	64	-	(64)	5,498	-	(5,498)	-
Payroll Service Fee	4,014	1,333	(2,681)	25,228	16,000	(9,228)	16,000
Management Fee	9,252	-	(9,252)	70,921	-	(70,921)	-
District Oversight Fee	2,454	4,132	1,678	33,784	23,500	(10,284)	23,500
County Fees	-	-	-	5,014	-	(5,014)	-
Public Relations/Recruitment	-	2,350	2,350	1,248	28,198	26,950	28,198
Total Professional/Consulting Services	99,520	27,851	(71,669)	557,220	318,087	(239,133)	318,087
<b>Total Expenses</b>	<b>333,948</b>	<b>259,833</b>	<b>(74,115)</b>	<b>2,943,202</b>	<b>3,029,307</b>	<b>86,105</b>	<b>3,029,307</b>
<b>Change in Net Assets</b>	<b>351,570</b>	<b>309,388</b>	<b>42,183</b>	<b>229,331</b>	<b>22,541</b>	<b>206,790</b>	<b>22,541</b>
Net Assets, Beginning of Period	995,261			1,117,501			
<b>Net Assets, End of Period</b>	<b>\$ 1,346,832</b>			<b>\$ 1,346,832</b>			

**MY Academy Charter****Statement of Financial Position****June 30, 2023**

	<b>Current Balance</b>	<b>Beginning Year Balance</b>	<b>YTD Change</b>	<b>YTD % Change</b>
<b>Assets</b>				
<b>Current Assets</b>				
Unrestricted Cash	\$ 1,211,061	\$ 1,243,991	\$ (32,930)	-3%
Restricted Cash	608,132	-	608,132	0%
Cash & Cash Equivalents	1,819,193	1,243,991	575,202	46%
Accounts Receivable	184,248	235,091	(50,843)	-22%
Public Funding Receivables	1,218	-	1,218	0%
Due To/From Related Parties	-	1,116	(1,116)	-100%
Prepaid Expenses	54,725	50,271	4,454	9%
<b>Total Current Assets</b>	<b>2,059,384</b>	<b>1,530,469</b>	<b>528,915</b>	<b>35%</b>
<b>Total Assets</b>	<b>\$ 2,059,384</b>	<b>\$ 1,530,469</b>	<b>\$ 528,915</b>	<b>35%</b>
<b>Liabilities</b>				
<b>Current Liabilities</b>				
Accounts Payable	\$ 78,285	\$ 14,049	\$ 64,236	457%
Accrued Liabilities	26,135	211,719	(185,584)	-88%
Deferred Revenue	608,132	187,201	420,931	225%
<b>Total Current Liabilities</b>	<b>712,553</b>	<b>412,969</b>	<b>299,584</b>	<b>73%</b>
<b>Total Liabilities</b>	<b>712,553</b>	<b>412,969</b>	<b>299,584</b>	<b>73%</b>
<b>Total Net Assets</b>	<b>1,346,832</b>	<b>1,117,501</b>	<b>229,331</b>	<b>21%</b>
<b>Total Liabilities and Net Assets</b>	<b>\$ 2,059,384</b>	<b>\$ 1,530,469</b>	<b>\$ 528,915</b>	<b>35%</b>



**MY Academy Charter****Statement of Cash Flows****For the period ended June 30, 2023**

	<b>Month Ended 06/30/23</b>	<b>YTD Ended 06/30/23</b>
<b>Cash Flows from Operating Activities</b>		
Change in Net Assets	\$ 351,570	\$ 229,331
Adjustments to reconcile change in net assets to net cash flows from operating activities:		
Decrease/(Increase) in Operating Assets:		
Public Funding Receivables	-	(1,218)
Grants, Contributions & Pledges Receivable	(145,323)	50,843
Due from Related Parties	-	1,116
Prepaid Expenses	18,017	(4,454)
(Decrease)/Increase in Operating Liabilities:		
Accounts Payable	78,285	64,236
Accrued Expenses	(53,805)	(185,584)
Deferred Revenue	1,214	420,931
<b>Total Cash Flows from Operating Activities</b>	<b>249,958</b>	<b>575,202</b>
Change in Cash & Cash Equivalents	249,958	575,202
Cash & Cash Equivalents, Beginning of Period	1,569,235	1,243,991
<b>Cash and Cash Equivalents, End of Period</b>	<b>\$ 1,819,193</b>	<b>\$ 1,819,193</b>

**MY Academy Charter****Check Register****For the period ended June 30, 2023**

Check Number	Vendor Name	Transaction Description	Check Date	Check Amount
20132	Calendly	Professional Yearly - 10/15/22 - 10/15/23	6/15/2023	Void
20379	CALCP/CAROCPE CTE Conference	2023 CTE Conference Registration - Georgeson, D	6/2/2023	675.00
20380	Charter Impact	Business Mgmt Svcs - 06/23	6/2/2023	5,023.00
20381	SchoolsFirst Plan Administration LLC	Schools First 403b/457b 05/25/2023	6/2/2023	Void
20382	Acacia HR Solutions	Consulting Svcs - 06/23	6/8/2023	2,500.00
20383	Alpha Vision, Inc.	IT Svcs - 05/23	6/8/2023	120.00
20384	Amazon Capital Services	Projector (1) & Office Supplies	6/8/2023	420.95
20385	BoardOnTrack, Inc.	BoardOnTrack Membership - 07/01/23 - 06/30/24	6/8/2023	4,995.00
20386	Charter Impact	Payroll Processing Fee - 05/23	6/8/2023	396.25
20387	Clifton Larson Allen LLP	Audit Svcs - FYE 06/30/22	6/8/2023	5,565.00
20388	Erickson Law Firm, A.P.C.	Legal Svcs - 08/01/22 - 08/04/22	6/8/2023	154.35
20389	Hatch & Cesario, Attorneys-at-Law	Legal Svcs - 04/19/23 - 04/26/23	6/8/2023	1,280.00
20390	Keyn Group, LLC	IT Svcs & Software	6/8/2023	3,199.46
20391	Procopio General	Legal Svcs through 04/30/23	6/8/2023	5,815.00
20392	Propio LS, LLC	SpEd Svcs	6/8/2023	245.04
20393	YMCA of San Diego County	Joiner's and Membership Fee - Perez, S	6/8/2023	264.00
20394	YMCA of San Diego County	Joiner's and Membership Fee - Hernandez, I & Gonzalez, M	6/8/2023	384.00
20395	SchoolsFirst Plan Administration LLC	Schools First 403b/457b 05/25/2023	6/13/2023	1,822.25
20396	Acacia HR Solutions	Consulting Svcs - 05/23	6/14/2023	2,500.00
20397	Charter Impact	Student Data Svcs - 05/23	6/14/2023	1,105.00
20398	F&L Media	Production Svcs	6/14/2023	3,847.50
20399	TSW Therapy, Inc.	SpEd Svcs - 03/01/23 - 03/31/23	6/14/2023	2,681.25
20400	SchoolsFirst Plan Administration LLC	Schools First 403b/457b 06/09/2023	6/16/2023	783.15
20401	Acacia HR Solutions	Consulting Svcs - 07/23	6/22/2023	2,500.00
20402	ChoiceBuilder	Health Insurance - 07/23	6/22/2023	1,369.52
20403	Corodata Records Management, Inc.	Record Storage - 05/01/23 - 05/31/23	6/22/2023	60.63
20404	Keyn Group, LLC	HP Laptop (2) & Macbook Air Laptop (2)	6/22/2023	3,969.70
20405	KRA Corporation	Consulting Svcs - Career Coaching - 05/01/23 - 05/31/23	6/22/2023	6,519.55
20406	Michael Harrison	Catering Svcs	6/22/2023	236.00
20407	Sherman R. Garnett & Assoc.	Office Supplies	6/22/2023	129.28
20408	Amazon Capital Services	Office Supplies	6/29/2023	232.10
20409	APLUS+	2023 APLUS Conference Registration - Lenz, G	6/29/2023	699.00
20410	Charter Impact	Payroll Processing Fee - 07/22 - 11/22	6/29/2023	1,892.00
20411	Edmentum	Software - 07/01/23 - 06/30/24	6/29/2023	1,920.00
20412	Hatch & Cesario, Attorneys-at-Law	Legal Svcs - 05/02/23	6/29/2023	128.00
20413	Procopio General	Legal Svcs through 05/31/23	6/29/2023	6,647.40
20414	Specialized Therapy Services, Inc.	SpEd Svcs - 04/23	6/29/2023	2,022.50
20415	Procopio General	Legal Svcs through 03/31/23	6/30/2023	7,240.25
ACH	Chase	Service Charge	6/5/2023	15.00
ACH	Payroll Paycom	Payroll Fees (Pay Date 06/09/23)	6/7/2023	492.74
ACH	Payroll Paycom	Payroll Fees (Pay Date 06/26/23)	6/22/2023	561.50
ACH	Payroll Paycom	Payroll Fees (Pay Date 06/26/23)	6/22/2023	453.06
MYA230623-01	Larry Albert Alvarado	Stipend - 06/23	6/22/2023	600.00
MYA230623-02	Michael P. Humphrey	Stipend - 06/23	6/22/2023	600.00
MYA230623-03	Michael P. Humphrey	Stipend - 06/23 - Additional	6/22/2023	450.00
MYA230623-04	Peter Matz	Stipend - 06/23	6/22/2023	600.00
MYA230623-05	Steve Fraire	Stipend - 06/23	6/22/2023	600.00
MYA230623-06	William W. Hall	Stipend - 06/23	6/22/2023	600.00
MYA230623-07	William W. Hall	Stipend - 06/23 - Additional	6/22/2023	450.00

**Total Disbursements Issued in June \$ 84,764.43**

**MY Academy Charter****Accounts Payable Aging**

June 30, 2023

Vendor Name	Invoice/Credit Number	Invoice Date	Date Due	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Total
Acacia HR Solutions	1012	6/15/2023	7/7/2023	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Acacia HR Solutions	1645	4/24/2023	5/24/2023	-	-	-	-	-	-
Acacia HR Solutions	1660	5/22/2023	6/7/2023	-	-	-	-	-	-
Alpha Vision, Inc.	14205	5/16/2023	6/15/2023	-	-	-	-	-	-
Alpha Vision, Inc.	14213	6/1/2023	7/1/2023	-	-	-	-	-	-
Alpha Vision, Inc.	14220	6/6/2023	7/6/2023	-	200	-	-	-	200
Larry Albert Alvarado	ALVA062223	6/22/2023	6/26/2023	-	-	-	-	-	-
Amazon Capital Services	1GDV-M9W7-393J	6/19/2023	7/19/2023	-	-	-	-	-	-
Amazon Capital Services	1KTH-F6C1-1DLR	5/22/2023	6/21/2023	-	-	-	-	-	-
Amazon Capital Services	1N6L-PF7L-9PX3	6/16/2023	7/16/2023	-	-	-	-	-	-
Amazon Capital Services	1NCX-TT9K-47GL	6/22/2023	7/22/2023	-	-	-	-	-	-
Amazon Capital Services	1QG4-DHxD-1QYN	6/21/2023	7/21/2023	-	-	-	-	-	-
APLUS+	06212305	6/21/2023	6/21/2023	-	-	-	-	-	-
BoardOnTrack, Inc.	2023-23186	3/1/2023	3/1/2023	-	-	-	-	-	-
Buchalter	1221236	6/27/2023	6/27/2023	-	65	-	-	-	65
Buchalter	BUCH061423	6/14/2023	6/14/2023	-	4,733	-	-	-	4,733
CALCP/CAROCPT CTE Conference	F52E134T1	5/25/2023	6/24/2023	-	-	-	-	-	-
Calendly	3509721	6/15/2023	10/15/2022	-	-	-	-	-	-
California Department of Education	C-069306	3/10/2023	4/9/2023	-	-	-	-	25,000	25,000
California Pacific Charter Schools	INV-0109-DRAFT	5/31/2023	6/30/2023	-	1,035	-	-	-	1,035
California Pacific Charter Schools	INV-0110-DRAFT	6/30/2023	7/31/2023	1,068	-	-	-	-	1,068
Charter Impact	13775	1/26/2023	2/1/2023	-	-	-	-	-	-
Charter Impact	14390	6/1/2023	7/1/2023	-	-	-	-	-	-
Charter Impact	14459	5/31/2023	6/30/2023	-	-	-	-	-	-
Charter Impact	14478	5/31/2023	6/1/2023	-	-	-	-	-	-
Charter Impact	PR053123	5/31/2023	6/30/2023	-	-	-	-	-	-
Charter Impact	PR063023	6/30/2023	6/30/2023	294	-	-	-	-	294
Charter Impact	PR123122	12/31/2022	1/1/2023	-	-	-	-	-	-
Charter Schools Development Center	23239	4/11/2023	5/11/2023	-	-	-	-	-	-
ChoiceBuilder	1239632	6/1/2023	6/20/2023	-	-	-	-	-	-
Clifton Larson Allen LLP	3749781	5/30/2023	5/30/2023	-	-	-	-	-	-
Corodata Records Management, Inc.	RS4907686	5/31/2023	6/30/2023	-	-	-	-	-	-
Corodata Records Management, Inc.	RS4916761	6/30/2023	7/30/2023	61	-	-	-	-	61

**MY Academy Charter****Accounts Payable Aging****June 30, 2023**

Vendor Name	Invoice/Credit Number	Invoice Date	Date Due	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Total
Edmentum	Q-539281 - P	6/21/2023	7/21/2023	-	-	-	-	-	-
Erickson Law Firm, A.P.C.	213329C	9/23/2022	10/23/2022	-	-	-	-	-	-
Excel Academy Charter Schools	EXCE071423	7/14/2023	7/14/2023	2,743	-	-	-	-	2,743
F&L Media	1734	5/31/2023	5/31/2023	-	-	-	-	-	-
Steve Fraire	FRAI062223	6/22/2023	6/26/2023	-	-	-	-	-	-
William W. Hall	HALL062223	6/22/2023	6/26/2023	-	-	-	-	-	-
William W. Hall	HALL062223-01	6/22/2023	6/26/2023	-	-	-	-	-	-
Michael Harrison	1009	6/15/2023	6/30/2023	-	-	-	-	-	-
Hatch & Cesario, Attorneys-at-Law	15233	5/22/2023	6/21/2023	-	-	-	-	-	-
Hatch & Cesario, Attorneys-at-Law	15298	6/22/2023	7/22/2023	-	-	-	-	-	-
Michael P. Humphrey	HUMP062223	6/22/2023	6/26/2023	-	-	-	-	-	-
Michael P. Humphrey	HUMP062223-01	6/22/2023	6/26/2023	-	-	-	-	-	-
Keyn Group, LLC	43	5/31/2023	6/14/2023	-	-	-	-	-	-
Keyn Group, LLC	44	5/31/2023	6/14/2023	-	-	-	-	-	-
Keyn Group, LLC	45	6/30/2023	7/14/2023	3,870	-	-	-	-	3,870
KM Educational Consulting and Executive C	100060223	6/2/2023	7/2/2023	-	3,300	-	-	-	3,300
KM Educational Consulting and Executive C	100071023	7/11/2023	8/10/2023	5,281	-	-	-	-	5,281
KRA Corporation	KRA-36	6/12/2023	7/12/2023	-	-	-	-	-	-
Law Office of Young, Minney & Corr. LLP	4832	6/2/2023	6/2/2023	-	399	-	-	-	399
Peter Matz	MATZ062223	6/22/2023	6/26/2023	-	-	-	-	-	-
Parchment LLC	INV14947	7/14/2022	8/13/2022	-	-	-	-	590	590
Procopio General	845455	5/17/2023	5/17/2023	-	-	-	-	-	-
Procopio General	845466	5/17/2023	5/17/2023	-	-	-	-	-	-
Procopio General	853797	7/27/2023	7/27/2023	9,717	-	-	-	-	9,717
Procopio General	853801	7/27/2023	7/27/2023	307	-	-	-	-	307
Procopio General	PROC062323	6/23/2023	6/23/2023	-	-	-	-	-	-
Procopio General	PROC062923	6/29/2023	6/29/2023	-	-	-	-	-	-
Propio LS, LLC	0312040523	5/31/2023	5/31/2023	-	149	-	-	-	149
Propio LS, LLC	2023-05768-1F	5/23/2023	5/23/2023	-	-	190	-	-	190
Propio LS, LLC	2023-05776-1F	5/26/2023	5/26/2023	-	-	-	-	-	-
Propio LS, LLC	2023-05778-1F	5/26/2023	5/26/2023	-	-	2,789	-	-	2,789
Propio LS, LLC	TL141849	7/12/2022	8/11/2022	-	-	-	-	93	93
R&B Communications	15069	5/31/2023	6/15/2023	-	491	-	-	-	491
R&B Communications	15156	6/30/2023	7/15/2023	491	-	-	-	-	491

**MY Academy Charter****Accounts Payable Aging****June 30, 2023**

Vendor Name	Invoice/Credit Number	Invoice Date	Date Due	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Total
SchoolsFirst Plan Administration LLC	SCHO060223	6/2/2023	6/2/2023	-	-	-	-	-	-
SchoolsFirst Plan Administration LLC	SCHO061623	6/16/2023	6/16/2023	-	-	-	-	-	-
School Pathways LLC	140-INV4952	6/30/2023	7/30/2023	157	-	-	-	-	157.32
Sherman R. Garnett & Assoc.	3333	2/27/2023	2/27/2023	-	-	-	-	-	-
Specialized Therapy Services, Inc.	MYAC01-0423	4/30/2023	7/7/2023	-	-	-	-	-	-
Specialized Therapy Services, Inc.	MYAC01-0523	5/31/2023	8/24/2023	-	2,724	-	-	-	2,724
Specialized Therapy Services, Inc.	MYAC01-0623	6/30/2023	8/24/2023	205	-	-	-	-	205
State of California Department of Justice	670305	6/30/2023	6/30/2023	64	-	-	-	-	64
TSW Therapy, Inc.	1394	4/3/2023	5/2/2023	-	-	-	-	-	-
TSW Therapy, Inc.	1455	7/5/2023	8/4/2023	550	-	-	-	-	550
Verizon Wireless	9933831266	5/1/2023	5/24/2023	-	-	3,005	-	-	3,005
Verizon Wireless	9936203869	6/1/2023	6/23/2023	-	3,027	-	-	-	3,027
Verizon Wireless	9938562312	7/1/2023	7/24/2023	3,023	-	-	-	-	3,023
Verizon Wireless	9929368596	3/5/2023	3/28/2023	-	-	-	-	2,045	2,045
Verizon Wireless	9931788137	4/5/2023	4/27/2023	-	-	-	206	-	206
Verizon Wireless	9936544142	6/5/2023	6/27/2023	-	206	-	-	-	206
Verizon Wireless	9938905460	7/5/2023	7/28/2023	206	-	-	-	-	206
YMCA of San Diego County	MYA-013	6/1/2023	7/1/2023	-	-	-	-	-	-
YMCA of San Diego County	MYA-012	6/1/2023	7/1/2023	-	-	-	-	-	-
<b>Total Outstanding Invoices</b>				<u>\$ 28,038</u>	<u>\$ 16,329</u>	<u>\$ 5,984</u>	<u>\$ 206</u>	<u>\$ 27,729</u>	<u>\$ 78,285</u>

Motivated Youth Academy

60-Day Compliance Calendar

June 30, 2023

Area	Due Date	Description	Completed By	Board Must Approve	Signature Required	Additional Information
FINANCE	Sep-11	<b>Unaudited Actual Reports</b> - Annual unaudited financial statements for the preceding year are due by date set by the charter authorizer (no later than September 15th).	Charter Impact	Yes	Yes	<a href="https://www.cde.ca.gov/fg/sf/fr/csalternative.asp">https://www.cde.ca.gov/fg/sf/fr/csalternative.asp</a>
FINANCE	Sep-15	<b>Year-End Maintenance of Effort (Special Education)</b> - Report due to Charter school's SELPA. Maintenance of Effort (MOE) is a requirement that you spend each year at least what you spent last year in the area of special education (with some exceptions). If you reduce your special education budget (or expenditures) in a given year, you need to be careful to ensure that you have met the MOE requirement. This does not mean you can't reduce costs, but you must do so within the guidelines of federal MOE.	Charter Impact	No	No	
FINANCE	Sep-15	<b>Education Protection Account (EPA) Final Expenditures</b> - All charter schools are required to report on their websites an accounting of how much money was received from the EPA and how that money was spent. This is commonly approved by the school's Board following the Unaudited Actuals Report.	Charter Impact	Yes	No	<a href="https://www.cde.ca.gov/fg/aa/pa/pafaq.asp">https://www.cde.ca.gov/fg/aa/pa/pafaq.asp</a>
FINANCE	Sep-30	<b>The Educator Effectiveness Funds (EEF) Annual Report</b> - Annual report due each year on Sep 30th through 2026. Funds may be expended during the 2021–22, 2022–23, 2023–24, 2024–25 and 2025–26 fiscal years. A final data and expenditure report will be due on or before September 30, 2026. Any funds not expended by June 30, 2026, must be returned to the CDE.	MYA	No	No	<a href="https://www2.cde.ca.gov/eefannual/">https://www2.cde.ca.gov/eefannual/</a>
FINANCE	Sep-30	<b>Universal PreKindergarten (UPK) Planning and Implementation Program Reports</b> - The CDE is collecting answers to the updated 2022–23 UPK Planning and Implementation Grant questions found in the updated LEA Template. These surveys must be completed by September 30, 2023.	MYA	No	No	<a href="https://surveys3.cde.ca.gov/go/upk-program-rpt2-lea.asp">https://surveys3.cde.ca.gov/go/upk-program-rpt2-lea.asp</a>
DATA TEAM	Oct-04	<b>California Basic Educational Data System (CBEDS) Information Day</b> - The first Wed in Oct is CBEDS Information Day, used to collect information on student and staff demographics. Schools must complete the School Information Form (SIF). The SIF is used to report the count of classified staff, kindergarten program type, educational calendars, work visa applications, multilingual instructional programs, and languages of instruction. Data is due to CDE on <b>October 31th</b> .	MYA	No	No	<a href="http://www.cde.ca.gov/ds/dc/cb/">http://www.cde.ca.gov/ds/dc/cb/</a>
FINANCE	Oct-13	<b>Federal Stimulus Reporting</b> - Local educational agencies (LEAs) are required to report to the California Department of Education (CDE) on funds received through the CARES Act, the CRRSA Act, and the ARP, including ESSER I, GEER I, ESSER II, ESSER III and ELO-G. Reporting for the preceding quarter (July 1 - Sep 30).	Charter Impact	No	No	<a href="https://www.cde.ca.gov/fg/cr/reporting.asp">https://www.cde.ca.gov/fg/cr/reporting.asp</a>
DATA TEAM	Oct-31	<b>CBEDS-ORA</b> - Collection of FTE of classified staff, estimated teacher hires, Kindergarten program types, H-1B work visa application, education calendar, multilingual instructional programs, languages of instruction and district of choice transfer requests and transportation data.	MYA	No	No	<a href="https://www.cde.ca.gov/ds/dc/cb/">https://www.cde.ca.gov/ds/dc/cb/</a>
FINANCE	Oct-31	<b>Federal Cash Management - Period 2</b> - Charter schools that are awarded a grant under any of these programs: <b>Title I, Part A; Title I, Part D, Subpart 2; Title II, Part A; Title III LEP; and Title III Immigrant programs</b> must submit the CMDC report for a particular quarter in order to receive an apportionment for that quarter; CDE will apportion funds to LEAs whose cash balance is below a certain threshold.	Charter Impact	No	No	<a href="http://www.cde.ca.gov/fg/aa/cm/">http://www.cde.ca.gov/fg/aa/cm/</a>
FINANCE	Oct-31	<b>Comprehensive Support and Improvement (CSI) Expenditure Reporting - 2022 Report 2 and 2021 Final Report</b> - Actual expenditures for each performance period within the grant period shall be reported to the California Department of Education (CDE) as part of regular grant management and administration.	Charter Impact with MYA support	No	No	<a href="https://www.cde.ca.gov/sp/sw/t1/csileagrnrtrpt.asp">https://www.cde.ca.gov/sp/sw/t1/csileagrnrtrpt.asp</a>
FINANCE	Oct-31	<b>Collect National School Lunch Program (NSLP) applications</b> - Schools must collect or receive National School Lunch Program (NSLP) applications by October 31. Schools may process those applications after October 31, and if students are found to be eligible for free or reduced-price meals (FRPMs), those schools may update FRPM program records for eligible students with a start date before Census Day.	MYA	No	No	<a href="https://www.cde.ca.gov/fg/aa/nt/index.asp?tabsection=1">https://www.cde.ca.gov/fg/aa/nt/index.asp?tabsection=1</a>

**Motivated Youth Academy****Actual Expenditures: July 1, 2022 to June 30, 2023****Resource 1400 Education Protection Account**

<b>Description</b>	<b>Object Codes</b>	<b>Amount</b>
<b>AMOUNT AVAILABLE FOR THIS FISCAL YEAR</b>		
Adjusted Beginning Fund Balance	9791-9795	0.00
Revenue Limit Sources	8010-8099	41,548.00
Federal Revenue	8100-8299	0.00
Other State Revenue	8300-8599	0.00
Other Local Revenue	8600-8799	0.00
All Other Financing Sources and Contributions	8900-8999	0.00
Deferred Revenue	9650	0.00
<b>TOTAL AVAILABLE</b>		<b>41,548.00</b>
<b>EXPENDITURES AND OTHER FINANCING USES</b>		
<b>(Objects 1000-7999)</b>		
Certificated Salaries	1000-1999	38,639.64
Classified Salaries	2000-2999	0.00
Employee Benefits	3000-3999	2,908.36
Books and Supplies	4000-4999	0.00
Services, Other Operating Expenses	5000-5999	0.00
Capital Outlay	6000-6599	0.00
	7100-7299	
Other Outgo (excluding Direct Support/Indirect Costs)	7400-7499	0.00
Direct Support/Indirect Costs	7300-7399	
<b>TOTAL EXPENDITURES AND OTHER FINANCING USES</b>		<b>41,548.00</b>
<b>BALANCE (Total Available minus Total Expenditures and Other Financing Uses)</b>		<b>0.00</b>



## Coversheet

### Approval of 2023-2024 Consolidated Application and Reporting System (CARS)

**Section:** XI. Business/Financial Services  
**Item:** B. Approval of 2023-2024 Consolidated Application and Reporting System (CARS)  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:**  
MYA ConApp Spring MYA Student Freedom of Speech and Expression Policy FY22-23\_2023.9.14.pdf

#### BACKGROUND:

Motivated Youth Academy is requesting the Board approve the 2022-2023 Data Collections for submission to the Consolidated Application and Reporting System. The data collection includes Certification of Assurances, Protected Prayer Certification, LCAP Federal Addendum Certification, Application for Funding, and Substitute System for Time Accounting.

#### RECOMMENDATION:

It is recommended the Board approve the 2022-2023 Consolidated Application and Reporting System (CARS) Spring Release for Motivated Youth Academy Charter Schools, as presented.

Fiscal Impact: None.

Motivated Youth Academy (37 68213 0129668)

Status: Certified  
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 Date: 8/11/2023 3:44 AM

## 2023–24 Certification of Assurances

Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at <https://www.cde.ca.gov/fg/aa/co/ca21assurance.toc.asp>.

### CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, [ConAppSupport@cde.ca.gov](mailto:ConAppSupport@cde.ca.gov), 916-319-0297

## Consolidated Application Certification Statement

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to participate in the monitoring process regarding the use of these funds according to the standards and criteria set forth by the California Department of Education Federal Program Monitoring (FPM) Office. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this form are on file.

Authorized Representative's Full Name	Bill Dobson
Authorized Representative's Signature	
Authorized Representative's Title	Interim Director
Authorized Representative's Signature Date	08/10/2023

### \*\*\*Warning\*\*\*

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Report Date:8/25/2023

R02

Page 1 of 1

Motivated Youth Academy (37 68213 0129668)

Status: Draft  
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 Date: 8/11/2023 3:44 AM

## 2023–24 Protected Prayer Certification

Every Student Succeeds Act (ESSA) Section 8524 specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

### CDE Program Contact:

Miguel Cordova, Title I Policy, Program, and Support Office, [MCordova@cde.ca.gov](mailto:MCordova@cde.ca.gov), 916-319-0381

### Protected Prayer Certification Statement

The local educational agency (LEA) hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Bill Dobson
Authorized Representative's Title	Interim Director
Authorized Representative's Signature Date	08/10/2023
Comment If the LEA is not able to certify at this time, then an explanation must be provided in the comment field. (Maximum 500 characters)	

### \*\*\*Warning\*\*\*

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Motivated Youth Academy (37 68213 0129668)

Status: Draft  
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 Date: 8/11/2023 3:45 AM

## 2023–24 LCAP Federal Addendum Certification

### CDE Program Contact:

Local Agency Systems Support Office, [LCAPAddendum@cde.ca.gov](mailto:LCAPAddendum@cde.ca.gov), 916-323-5233

### Initial Application

To receive initial funding under the Every Student Succeeds Act (ESSA), a local educational agency (LEA) must have a plan approved by the State Educational Agency on file with the State. Within California, LEAs that apply for ESSA funds for the first time are required to complete the Local Control and Accountability Plan (LCAP), the LCAP Federal Addendum Template (Addendum), and the Consolidated Application (ConApp). The LCAP, in conjunction with the Addendum and the ConApp, serve to meet the requirements of the ESSA LEA Plan.

In order to initially apply for funds, the LEA must certify that the current LCAP has been approved by the local governing board or governing body of the LEA. As part of this certification, the LEA agrees to submit the LCAP Federal Addendum, that has been approved by the local governing board or governing body of the LEA, to the California Department of Education (CDE) and acknowledges that the LEA agrees to work with the CDE to ensure that the Addendum addresses all required provisions of the ESSA programs for which they are applying for federal education funds.

### Returning Application

If the LEA certified a prior year LCAP Federal Addendum Certification data collection form in the Consolidated Application and Reporting System, then the LEA may use in this form the same original approval or adoption date used in the prior year form.

<b>County Office of Education (COE) or District</b>	
For a COE, enter the original approval date as the day the CDE approved the current LCAP. For a district, enter the original approval date as the day the COE approved the current LCAP	
<b>Direct Funded Charter</b>	06/23/2022
Enter the adoption date of the current LCAP	
Authorized Representative's Full Name	Bill Dobson
Authorized Representative's Title	Interim Director

#### \*\*\*Warning\*\*\*

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**California Department of Education****Consolidated Application**

Motivated Youth Academy (37 68213 0129668)

Status: Draft  
Saved by: charter impact  
Date: 8/11/2023 3:45 AM**2023–24 Application for Funding****CDE Program Contact:**Consolidated Application Support Desk, Education Data Office, [ConAppSupport@cde.ca.gov](mailto:ConAppSupport@cde.ca.gov), 916-319-0297**Local Governing Board Approval**

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

By checking this box the LEA certifies that the Local Board has approved the Application for Funding for the listed fiscal year	Yes
---	-----

**District English Learner Advisory Committee Review**

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

By checking this box the LEA certifies that parent input has been received from the District English Learner Committee (if applicable) regarding the spending of Title III funds for the listed fiscal year	Yes
---	-----

**Application for Categorical Programs**

To receive specific categorical funds for a school year, the LEA must apply for the funds by selecting Yes below. Only the categorical funds that the LEA is eligible to receive are displayed.

<b>Title I, Part A (Basic Grant)</b> ESSA Sec. 1111 et seq. SACS 3010	Yes
<b>Title II, Part A (Supporting Effective Instruction)</b> ESEA Sec. 2104 SACS 4035	Yes
<b>Title III English Learner</b> ESEA Sec. 3102 SACS 4203	No
<b>Title III Immigrant</b> ESEA Sec. 3102 SACS 4201	No
<b>Title IV, Part A (Student and School Support)</b> ESSA Sec. 4101 SACS 4127	Yes

**\*\*\*Warning\*\*\***

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**California Department of Education****Consolidated Application**

Motivated Youth Academy (37 68213 0129668)

Status: Draft  
Saved by: charter impact  
Date: 8/11/2023 4:25 AM**2022–23 Title II, Part A Fiscal Year Expenditure Report, 12 Months**

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2022 through June 30, 2023.

**CDE Program Contact:**Alice Ng (Fiscal), Division Support Office, [ANg@cde.ca.gov](mailto:ANg@cde.ca.gov), 916-323-4636Lisa Fassett (Program), Professional Learning Support & Monitoring Office, [LFassett@cde.ca.gov](mailto:LFassett@cde.ca.gov), 916-323-4963

2022–23 Title II, Part A allocation	\$4,470
Transferred–in amount	\$0
Transferred–out amount	\$0
2022–23 Total allocation	\$4,470

**Professional Development Expenditures**

Professional development for teachers	\$4,470
Professional development for administrators	\$0
Consulting/Professional services	\$0
Induction programs	\$0
Books and other supplies	\$0
Dues and membership	\$0
Travel and conferences	\$0

**Personnel and Other Authorized Activities**

Certificated personnel salaries	\$0
Classified personnel salaries	\$0
Employee benefits	\$0
Developing or improving an evaluation system	\$0
Recruitment activities	\$0
Retention activities	\$0
Class size reduction	\$0

**Program Expenditures**

Direct administrative costs	\$0
Indirect costs	\$0
Equitable services for nonprofit private schools	\$0
Total expenditures	\$4,470
2022–23 Unspent funds	\$0

**\*\*\*Warning\*\*\***

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Report Date:8/11/2023

R02

Page 1 of 4

Motivated Youth Academy (37 68213 0129668)

Status: Draft  
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## 2022–23 Homeless Education Policy, Requirements, and Implementation

The purpose of this data collection is to meet federal requirements specified in 42 United States Code 11431 et seq. (Education for Homeless Children and Youths Act) and some federal requirements in Title I, Part A of the Elementary and Secondary Education Act (ESEA). This collection includes monitoring local educational agencies (LEAs) and their compliance with key provisions of the Education for Homeless Children and Youths Act including the collection of contact information for each required designated LEA's homeless liaison.

### CDE Program Contact:

Leanne Wheeler, Integrated Student Support and Programs Office, [LWheeler@cde.ca.gov](mailto:LWheeler@cde.ca.gov), 916-319-0383  
 Karmina Barrales, Integrated Student Support and Programs Office, [KBarrales@cde.ca.gov](mailto:KBarrales@cde.ca.gov), 916-327-9692

## Homeless Education Certification

The LEA hereby assures that the LEA has met the following requirements:

1. Designated a staff person as the liaison for homeless children and youths;
2. Developed a written policy that supports the enrollment and retention of homeless children and youths in schools of the LEA which:
  - a) Includes policies and practices to ensure that homeless children and youths are not stigmatized or segregated on the basis of their status as homeless;
  - b) Includes a dispute resolution process;
  - c) Ensures that transportation is provided for a homeless child or youth to and from the school of origin if requested by the parent, guardian or homeless liaison;
3. Disseminated public notice of the educational rights of homeless children and youths where such children and youths receive services under the provisions of the Education for Homeless Children and Youths Act.

## Homeless Liaison Contact Information

Homeless liaison first name	Stacie
Homeless liaison last name	Sevcik
Homeless liaison title	School Counselor
Homeless liaison email address (Format: abc@xyz.zyx)	ssevcik@myacademy.org
Homeless liaison telephone number (Format: 999-999-9999)	619-663-4339
Homeless liaison telephone extension	
Enter the full-time equivalent (FTE) for all personnel directly responsible for the implementation of homeless education (Format: 0.00)	1.0

## Homeless Liaison Training Information

### \*\*\*Warning\*\*\*

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**California Department of Education****Consolidated Application**

Motivated Youth Academy (37 68213 0129668)

Status: Draft  
Saved by: charter impact  
Date: 8/11/2023 3:43 AM**2022–23 Homeless Education Policy, Requirements, and Implementation**

The purpose of this data collection is to meet federal requirements specified in 42 United States Code 11431 et seq. (Education for Homeless Children and Youths Act) and some federal requirements in Title I, Part A of the Elementary and Secondary Education Act (ESEA). This collection includes monitoring local educational agencies (LEAs) and their compliance with key provisions of the Education for Homeless Children and Youths Act including the collection of contact information for each required designated LEA's homeless liaison.

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Has the homeless liaison attended and/or participated in a homeless education liaison training within the last two years	Yes
Has the homeless liaison provided training to the following personnel:	
Principals and other school leaders	Yes
Attendance officers and registrars	Yes
Teachers and instructional assistants	Yes
School counselors	Yes

**Homeless Education Policy and Requirements**

Does the LEA have a written homeless education policy	Yes
No policy comment	
Provide an explanation why the LEA does not have a homeless education policy. (Maximum 500 characters)	
Date LEA's board approved the homeless education policy	02/10/2022
Does the LEA meet the above federal requirements	Yes
Compliance comment	
Provide an explanation why the LEA does not comply with federal requirements. (Maximum 500 characters)	

**Housing Questionnaire Identifying Homeless Children**

Does your LEA use a housing questionnaire to assist with the identification of homeless children and youth	Yes
Does the housing questionnaire include best practices, rights, and protections afforded to homeless children and youth	Yes
Is the housing questionnaire made available in paper form	Yes
Did your LEA administer the housing questionnaire to all student body during the school year	Yes

**Title I, Part A Homeless Expenditures**

2022–23 Title I, Part A LEA allocation	\$30,222
2022–23 Title I, Part A direct or indirect services to homeless children reservation	\$1,000

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Report Date:8/11/2023

R02

Page 3 of 4

Motivated Youth Academy (37 68213 0129668)

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## 2022–23 Homeless Education Policy, Requirements, and Implementation

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Amount of 2022–23 Title I, Part A funds expended or encumbered for direct or indirect services for homeless children	\$1,000
Homeless services provided  (Maximum 500 characters)	Counselor support to students experiencing homelessness including linkages to community resources to provide basic needs including food security, housing security, health security, and a safe learning environment.
No expenditures or encumbrances comment  Provide an explanation why there are no Title I, Part A expenditures or encumbrances for homeless services. (Maximum 500 characters)	

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**California Department of Education****Consolidated Application**

Motivated Youth Academy (37 68213 0129668)

Status: Draft  
Saved by: charter impact  
Date: 8/11/2023 3:40 AM**2021–22 Title II, Part A Fiscal Year Expenditure Report, 24 Months**

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2021 through June 30, 2023.

**CDE Program Contact:**Alice Ng (Fiscal), Division Support Office, [ANg@cde.ca.gov](mailto:ANg@cde.ca.gov), 916-323-4636Lisa Fassett (Program), Professional Learning Support & Monitoring Office, [LFassett@cde.ca.gov](mailto:LFassett@cde.ca.gov), 916-323-4963

2021–22 Title II, Part A allocation	\$3,845
Transferred–in amount	\$0
Transferred–out amount	\$0
2021–22 Total allocation	\$3,845

**Professional Development Expenditures**

Professional development for teachers	\$3,845
Professional development for administrators	\$0
Consulting/Professional services	\$0
Induction programs	\$0
Books and other supplies	\$0
Dues and membership	\$0
Travel and conferences	\$0

**Personnel and Other Authorized Activities**

Certificated personnel salaries	\$0
Classified personnel salaries	\$0
Employee benefits	\$0
Developing or improving an evaluation system	\$0
Recruitment activities	\$0
Retention activities	\$0
Class size reduction	\$0

**Program Expenditures**

Direct administrative costs	\$0
Indirect costs	\$0
Equitable services for nonprofit private schools	\$0
Total expenditures	\$3,845
2021–22 Unspent funds	\$0

**\*\*\*Warning\*\*\***

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Report Date:8/11/2023

R02

Page 1 of 1

# Coversheet

## Approval of 457(b) Plan Revisions

<b>Section:</b>	XII. Personnel Services
<b>Item:</b>	A. Approval of 457(b) Plan Revisions
<b>Purpose:</b>	Vote
<b>Submitted by:</b>	
<b>Related Material:</b>	BUS MYA 457(b) Plan Revisions 2023.9.14.pdf

**MOTIVATED YOUTH ACADEMY****Agenda Item:** 10.E**Date:** September 14, 2023

	Correspondence/Proposals/Reports
X	Consent Agenda
	Business/Financial Services
	Education/Student Services
X	Personnel Services
	Curriculum
	Policy Development

**Item Requires Board Action:** X**Item is for Information Only:** \_\_\_\_\_**Item:** Approval of 457(b) Plan Revisions**Background:**

In order to support greater staff retention and maintain a competitive compensation plan, staff reviewed all components of wages and benefits afforded to classified employees. It was determined that the retirement benefit option offered to classified employees was lacking when compared to the certificated staff and within the education industry. Staff met with representatives from SDCOE Fringe Benefits Consortium and the third party plan administrator, Schools First, to analyze options for enhancements of the current 457(b) plan.

Presently, MY Academy offers all staff the option to enroll in a 403(b) and/or a 457(b) plan. Classified staff working at least 60% FTE are eligible to receive an employer matching contribution up to 5% of the employee's annualized wages if the employee enrolls in and contributes to the 457(b) plan. HR has coordinated multiple retirement planning workshops for staff to learn about retirement options available to them through MY Academy.

It is the intention of the administration to recommend a competitive retirement option for classified staff that is conservative, sustainable long-term, and demonstrates support and value for staff in their retirement planning. Staff recommends the Board approve the following changes.

1. It is recommended that all classified employees working 60% FTE or greater be enrolled in the 457(b) plan to ensure a path towards retirement. This aligns with the current benefit eligibility threshold.
2. It is recommended that MY Academy contribute a guaranteed 5% employer

contribution for all eligible classified employees.

3. It is further recommended that MY Academy continue to provide the matching employer contribution up to 5% of the employee's annual salary.

MY Academy staff will continue to receive enrollment and retirement planning support through SDCOE Fringe Benefits Consortium, Empower, and Schools First at no cost to the employee. It is recommended the Board of Directors adopt the new 457(b) plan as presented to take effect retroactively to July 1, 2023.

**Fiscal Impact:** \$46,346.10 *(will vary dependent on actual enrollment)*