

Journey School
A California Public Charter School

Thursday, August 22, 2024

6:00 p.m.

REGULAR MEETING AGENDA

NOTE: This meeting will be held in person on the Journey School campus and will be live streamed via Zoom. Members of the public are welcome to attend in person or online. Join Zoom Meeting:

<https://us06web.zoom.us/j/86025029240?pwd=3Ww1qZ3nZAbuPqWnIC6wnsvu9uqK8j.1>

Meeting ID: 860 2502 9240 Passcode: 92629

One tap mobile +16694449171,,86025029240#,,,,*92629# US

BOARD MEMBERS:

Amy Capelle, Council President
Michael Allbee, Council Treasurer
Jeannie Lee, Council Secretary
Melissa Dahlin, Board Member
Margaret Moodian, Board Member

ADVISORY POSITIONS:

Cassie Kauwling, Parent Cabinet Advisor
Faculty Advisor, TBD

INSTRUCTIONS FOR PRESENTATIONS TO THE COUNCIL BY PARENTS AND CITIZENS

Journey School welcomes your participation at the school's Council meetings. The purpose of a public meeting of the Council is to conduct the affairs of Journey School in public. We are pleased that you are in attendance. To assist you in the ease of speaking/participating in our meetings, the following guidelines are provided:

1. *Agendas are available to audience members during the meeting and on the school website.*
2. *“Request to Speak” cards are available for all audience members who wish to speak prior to an agenda item or under the general category of “Public Comment.” “Public Comment” time is set aside for members of the audience to raise issues that are not specifically on the agenda. However, due to public meeting laws, the Council can only listen to your issue, not discuss your issue, respond in substance or take action. These presentations are limited to five (5) minutes (ten (10) minutes if a translator is needed) and total time allotted to non-agenda items will not exceed thirty (30) minutes. The Council may give direction to staff to respond to your concern.*
3. *With regard to items that are on the agenda, you may specify that agenda item on your “Request to Speak” card and submit the card prior to an agenda item. The public comment period precedes presentations on that agenda item by staff and/or school committees, Council discussion, and deliberation. You will be given an opportunity to speak for up to five (5) minutes (ten (10) minutes if a translator is needed).*

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4. *When addressing the Council, speakers are requested to state their name and adhere to the time limits set forth.*
5. *Audience members attending a meeting virtually are required to follow the guidelines specified in points 1 through 4 with the following exception noted: In lieu of a “Request to Speak” card, an audience member may utilize the chat function to indicate their name and a request to speak under the general category of “Public Comment” or at a specific agenda item. All other comments, questions, and dialogue entered into the chat will not be entered into public record and will not be responded to/addressed.*

Notices: *Journey does not discriminate on the basis of disability in the admission or access to, or treatment in employment in its programs or activities. Please notify the office at (949) 448-7232 twenty-four (24) hours prior to the date of the meeting for disability accommodations necessary in order to participate. Per California Government Code section 54957.5(b), Journey shall make materials that are part of the regular agenda packet available in the office and/or on the school’s website www.journeyschool.net, without delay and at the same time, they are distributed to the Council.*

	AGENDA ITEM	SPONSOR	EST. TIME
1	Call to Order	Amy Capelle	6:00
2	Inspirational Passage	Margaret Moodian	6:05
3	Approval of Agenda* <i>NOTE: The order of the agenda may be changed without prior notice to the public.</i>	Amy Capelle	6:10
4	PUBLIC COMMENT: Members of the public may contribute public comment. <i>Reminder: See policy above for time guidelines.</i>	Amy Capelle	6:15
5	CONSENT AGENDA ITEMS: Items on Consent Agenda may be approved with one motion and vote for all but without discussion. If an item is to be discussed, it is removed from the Consent Agenda and moved to an Action Item immediately following the Consent Items. A. Approval of Minutes*: Minutes from regular meeting of June 25, 2024. B. Earthroots Contract*: Renewal of contract with Earthroots for 24-25 school year for EcoLiteracy program C. Recurring Expenses*: Approval of list of recurring vendors for payment in 2024-25 in accordance with fiscal policies. D. CUSD Food Services Contract*: Ratification of contract with CUSD for 2024-25 school year. E. Limited Use Agreement with AVCA for park space*: Ratification of agreement to use Aliso Viejo community spaces	Gavin Keller	6:30

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	<p>F. Consolidated Application*: Ratification of Con App and application for Title funding for 24-25.</p> <p>G. 2023-2024 Education Protection Account*: Ratification of 2023-2024 EPA Expenditure Report</p> <p>H. Instructional Minutes*: Adjustment to bell schedule to adjust timing of breaks/classes. Start and end time remains the same and total instructional minutes through the year remains compliant with State requirements.</p> <p>I. Title IX policy: Ratification of Title IX policy, YM&C suggested new verbiage/document to match current legislation and requirements, this will replace the existing Title IX policy.</p> <p>J. Harassment, Intimidation, Discrimination, and Bullying Policy: Ratification of policy, YM&C suggested new verbiage/document to match current legislation and requirements, this will replace the existing policy.</p>		
6	<p>INFORMATION ITEMS: Reports</p> <p>A. Faculty Update: Update on Faculty activities.</p> <p>B. Parent Cabinet Update: Update on Parent Cabinet activities</p> <p>C. Administrative Update: Report from School Director, including summer projects, Facilities Use Agreement with CUSD, ELOP summer programming, staff professional development over summer, adjusted schedule rotation for middle school, and start of school activities.</p> <p>D. Financial Update*: Report on 2023-2024 year end close of financial statements, plus any budget updates for 2024-2025 school year.</p>	<p>TBD</p> <p>Cassie Kawling</p> <p>Gavin Keller</p> <p>Larry Tamayo</p>	6:35
7	<p>SCHOOL OPERATIONS: Discussion/Action</p> <p>A. Independent Study Policy and Master Agreement: Review of changes and updates to the Independent Study Policy and Master Agreement.</p> <p>B. Proposition 28 Arts and Music School Funding Annual Report: Revision of 2023-2024 annual report previously approved by the board.</p>	Gavin Keller	7:15

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	<p>C. Staffing Plan 2024-25*: Updates to Staffing Plan needed for the start of school</p> <p>D. Employee Handbook: Review of changes and updates to the Employee Handbook.</p> <p>E. Expanded Learning Opportunities Program Plan: Review of plan last approved in 2022, approval required once every 3 years.</p> <p>F. Executive Director Review Cycle: Presentation and discussion of goals for the 2024-2025 school year</p>		
8	<p>BOARD DEVELOPMENT and OVERSIGHT (Discussion/Action):</p> <p>A. Board Roster & Calendar of Meetings*</p>	Amy Capelle	7:45
9	<p>CLOSED SESSION: The meeting will now convene to closed session to discuss the matter described below:</p> <p>1. Pursuant to Government Code §54953: Public Employee Compensation, Title: School Executive Director</p>	Amy Capelle	8:00
10	Adjournment	Amy Capelle	8:45

Agenda publicly posted on the school website at www.journeyschool.net on August 19, 2024.

**Items that are expected to have back up materials provided prior to or at the meeting are indicated with an asterisk. Other items may also have back up materials provided.*

*Journey School
A California Public Charter School*

*Tuesday, June 25, 2024
REGULAR (and ANNUAL) MEETING MINUTES
DRAFT*

6:00 p.m.

*Journey School, 27102 Foxborough, Aliso Viejo, CA 92656
(949) 448-7232 www.journeyschool.net*

	AGENDA ITEM		
1	<p>Call to Order and Roll Call</p> <p>Meeting was called to order at 6:08</p> <p>BOARD MEMBERS: <i>Amy Capelle, Council President - Present</i> <i>Melissa Dahlin, Council Vice President- Present</i> <i>Margaret Moodian, Council Secretary – Absent</i> <i>Jeannie Lee, Board Member - Present</i> <i>Michael Allbee, Board Treasurer - Present</i></p> <p>ADVISORY POSITIONS: <i>Cassie Kauwling, Parent Cabinet Advisor - Absent</i> <i>Faculty Advisor, Absent</i></p>		
2	<p>Inspirational Passage</p> <p>Michael Allbee shared two quotes, one by Arthur Ash and the other by James Baldwin.</p>		
3	<p>Approval of Agenda*</p> <p>NOTE: The order of the agenda may be changed without prior notice to the public.</p> <p>Amy made a motion to approve the agenda with flexible timing around items that Larry Tamayo will be co-presenting. Michael seconded the motion and it was unanimously approved.</p>		
4	<p>BOARD DEVELOPMENT and OVERSIGHT (Discussion/Action):</p> <p>A. Board Strategic Planning:</p> <p>Amy suggested the board develop a list of books and share it with one another. A google link to a folder of board resources will also be shared with the board. The board was encouraged to review the self-study that was recently completed by school staff/pedagogical council. Retreat and strategic planning have been tabled</p>		

	<p>while we are waiting on the accreditation with the Alliance for Public Waldorf Education. Amy shared that she would like to see the strategic planning process restarted. The board agreed to schedule a retreat.</p> <p>B. Board Meeting Schedule*:</p> <p>The board discussed the schedule of board meetings for the 24-25 school year and added the Retreat for November 13th at 2:00pm.</p> <p>The May meeting was shifted from May 22nd to May 29th.</p> <p>Shelley and Jeannie swapped meetings for inspirational passages.</p> <p>A motion to approve the board meeting schedule was made by Jeannie and seconded by Melissa and approved unanimously.</p> <p>C. Board Terms and Officers*:</p> <p>Amy committed to an additional 1-year term, Jeannie committed to an additional 1 year term. Michael committed to an additional 2-year term. Margaret shared by email that she is interested in continuing for a 2-year term. Melissa mentioned that her schedule is quite busy at work and decided to not renew her term for a year or two, but indicated that she is willing to stay on the board on a month to month basis if needed for quorum purposes and until a replacement is located.</p> <p>Amy encouraged board members to recruit potential candidates.</p> <p>The following offices were accepted for the 24-25 school year</p> <p>Amy Capelle, Council President Melissa Dahlin, Board Member Margaret Moodian, Board Member Jeannie Lee, Council Secretary Michael Allbee, Board Treasurer</p> <p>Melissa made a motion to approve the terms and officers, seconded by Michael and approved unanimously.</p>
5	<p>PUBLIC COMMENT: There was no public comment</p>
6	<p>CONSENT AGENDA ITEMS: Items on Consent Agenda may be approved with one motion and vote for all but without discussion. If an item is to be discussed, it is removed from the Consent Agenda and moved to an Action Item immediately following the Consent Items.</p> <p>A. Approval of Minutes*: Minutes from regular meeting May 23, 2024</p> <p>B. Education Protection Account*: Approval of report on EPA spending for the 2023-24 school year</p> <p>C. Contract with OCDE for retirement reporting/contributions*: Annual approval for CalSTRS/PERS employees.</p>

	<p>D. Consolidated Application*: Annual approval of the spring Consolidated Application (ConApp), used by the California Department of Education (CDE) to distribute categorical funds from various state and federal programs to direct-funded charter schools throughout California.</p> <p>Melissa made a motion to approve the consent agenda items. Jeannie seconded the motion and it was unanimously approved.</p>
7	<p>INFORMATION ITEMS: Reports</p> <p>A. Financial Update*:</p> <p>Larry reviewed the May financials and state budget update. ADA and enrollment remained positive through the remainder of the school year. Prop 28 funds were largely deferred to the 24-25 school year. Depreciation costs due to fence and shade installs came in a bit higher than budgeted and a projected positive net income of \$49,068 that will be added to cash reserves. Total cash reserves are now in the amount of 3M.</p> <p>Amy Capelle asked that the Executive Director to look into investing a portion of the 3M. (\$1.53 of it is already invested) and Michael suggested that a 1-year treasury bill would make sense given the high rates.</p> <p>B. Faculty Update:</p> <p>Jeannie Lee shared on behalf of faculty noting that the graduation and the reverse rose was one of the most beautiful graduations to date. The year ended on a high note with the 8th graders. Teachers have been working on grades and report cards this week. Art of Teaching will be hosted on campus this year.</p> <p>C. Parent Cabinet Update: Update on Parent Cabinet activities</p> <p>Parent cabinet rep. shared some sentiments with the board president, who passed along the sentiments at the board meeting, sharing how special 8th grade graduation was and shared gratitude with school staff and board members.</p> <p>D. Administrative Update: Gavin Keller provided an update on the approval of the material revision of the charter at the June 12 CUSD Board of Trustees meeting and also updated the board on facilities projects, employee benefits, audit progress, summer programming, and professional development.</p>
8	<p>SCHOOL OPERATIONS: Discussion/Action</p> <p>A. School Handbook*: Gavin reviewed updates to the 24-25 School Handbook, inclusive of adjustments to related policies. It was suggested to separate the PAC from PC in the language of the handbook.</p> <p>Jeannie shared that classroom observation lengths needs clarity and suggested that page 11 field trips permission slips timelines should be removed. She suggested that the school should add</p>

language regarding “additional forms for field trips that may be required by a third party”. Jeannie asked that the order of descriptors on page 5 be reordered, transformative should be the top word and accountable as the last. On page 4, a comma is needed after sincerely to close the administrative welcome letter. Jeannie asked administration to look into cell phone laws and ensure those are reflected in the cell phone guidelines on page 21.

Amy asked that the vision statement be added to page 5. What’s listed there doesn’t match what is one the website and what’s in the charter and needs to be updated.

Jeannie suggested FAQs on website with links to the handbook; Administration will look into this.

Jeannie made a motion to approve the Handbook with the edits highlighted in the discussion and minutes. Michael seconded the motion and it was unanimously approved.

B. **Workplace Violence and Prevention Policy***: Gavin reviewed the workplace violence prevention plan, or WVPP, a new plan required for California employers to comply with Senate Bill 533. Amy discussed safe gun storage/safety laws called Gun Violence Restraining Orders – which are temporary restraining orders/removal orders for weapons and are in place and available for individuals to protect loved ones and themselves. Melissa makes a motion to approve the WVPP, the motion was seconded by Jeannie, and unanimously approved by board.

C. **CUSD Food and Nutrition Services***: Gavin reviewed EC Section 49501.5, which requires charters to provide two meals free of charge (breakfast and lunch) during each school day to students requesting a meal, regardless of their free or reduced-price meal eligibility. Gavin reviewed agreement that Journey has had in place with CUSD since 2019-2020 and highlighted some challenges that will occur given that Journey will exit the CUSD Aeries account and begin our own iteration of Aeries, namely that there will be an administrative burden placed on CUSD staff to pull data from Journey’s Aeries, as our School Food Authority, for claiming reimbursement for school lunches from the NSLP. Additionally, there will be a point-of-sale interface that Journey will need to purchase called Primero Edge that will be required to communicate with Journey’s Aeries account. There will be added costs to an MOU that is currently being finalized, the cost of Primero Edge is roughly \$2500 and an administrative fee for CUSD at \$1500 per month. Gavin recommends that the board enter the MOU with CUSD for food and nutrition services for the 24-25 school year and that time be allocated to researching the process of becoming our own school food authority for the 25-26 school year.

Jeannie made a motion to authorize Gavin Keller the ability to enter into an MOU with CUSD for food and nutrition services for the 24-25 school year, so long as the terms presented are not significantly different than what was discussed at the meeting. The motion was seconded by Michael, and unanimously approved by board.

D. **Memorandum of Understanding by and between Capistrano Unified School District and Journey School***: Gavin reviewed the MOU with CUSD for special education records. CUSD may need access to special education records for the next three years, in the case of litigation for past services/support

and a variety of other reasons. Journey will store all records here on site for current attending students and language in the MOU is needed regarding storage and maintenance of these records along with language regarding CUSD ability to access to the records. Legal review has been completed and the MOU is recommended for approval.

Melissa made a motion to authorize Gavin Keller to sign the MOU with CUSD. The motion was seconded by Michael, and unanimously approved by the board.

- E. **Declaration of Need***: Gavin reviewed the Declaration of Need, a process developed by CDE and CTC to allow flexibility when a limited assignment permit or an emergency permit may be required by the school in the case that a fully qualified educator cannot be located and properly assigned. Anticipated needs at Journey school – 2 multiple subjects Limited Assignment Permits and 1 English Language authorization.

Melissa noted a typo on the DON, that indicated 4 Limited Assignment Permits...not 2. Gavin Keller will adjust the DON to reflect the 2 permits that are needed.

Michael made a motion to approve the Declaration of Need with the adjustment noted. Jeannie seconded the motion and it was unanimously approved.

- F. **Prop 28 Arts and Music School Funding***: Gavin reviewed the annual Prop 28 arts and music school funding report and highlighted expenses this year which were allocated to creating a new outdoor art/handwork area – a total of \$14,687.80 of Prop 28 funding was used towards the project.

Michael made a motion to approve the Prop 28 report. Jeannie seconded the motion and it was unanimously approved.

- G. **Local Indicator Report***: Gavin reviewed Journey's performance and progress on CDE Local Indicators – the school has met all local indicators, this determination was made using an analysis of a variety of results and data at the local level.

Melissa made a motion to approve the Local Indicator Report. Michael seconded the motion and it was unanimously approved.

- H. **Substitute Teacher Contracts***: Gavin reviewed the need for contracting with a substitute teacher agency to support teacher vacancies and filling those vacancies with highly qualified teachers.

The school interviewed a variety of agencies, including Kelly Services, Scoot, Sub Teacher Source, Zen and Swing and compared the agencies using a variety of factors, detailed below

- # of subs available in our area
- Vacancy fill rate
- Flexibility re: hourly, half day, full day
- Request process/apps/website
- Rates
- Fees/contract minimums, etc.
- User reviews/references of local charters

Swing Education was the standout agency and recommended for approval for contracting with to support substitute needs/filling temp. teacher vacancies for the 24-25 school year.

Jeannie suggested inviting subs from Swing Ed on campus to see the campus – Gavin will look into this.

Jeannie made a motion to authorize Gavin Keller to enter into a contract on behalf with Swing Education on behalf of Journey School. Michael seconded the motion and it was unanimously approved.

- I. **Staffing Plan 2024-25***: Gavin reviewed the staffing plan and highlighted the various positions including 6 open positions. All proposed roles are accounted for in the 2024-2025 school budget.

Gavin Keller indicated that this is an information only item at this point and that the approval of the draft budget will essentially adopt the staffing plan (and related costs) as detailed.

- J. **Local Control and Accountability Plan (LCAP)***: Gavin reviewed the 2024-2025 Budget overview for parents, the 2024-2025 LCAP, the 2024-2025 Expenditure Tables for actions listed in the LCAP, the Annual Update of the 2023-2024 LCAP, and Expenditure tables for actions that occurred this past year. Gavin highlighted the 5 goals in the 24-25 LCAP and related actions that will help the school improve.

Melissa made a motion to approve the LCAP. Michael seconded the motion and it was unanimously approved.

- K. **Preliminary Budget 2024-25***: Larry Tamayo and Gavin Keller presented the 2024-2025 draft budget, highlights as follows:

- Enrollment: 613
- ADA: 570.84; 93.12% ADA Rate
- 1.07% revenue COLA
- Arts Music & Instructional Materials Block Grant: \$197,064
- Learning Recovery Emergency Block Grant: \$113,310
- ELOG, Educator Effectiveness, TK Planning Grants: \$92,963
- Teachers salary table increases; 3% increase for rest of staff
- Addition of Special Education revenue, staff, supplies and services
- PERS rate increase from to 26.68% to 27.05%
- 6 open positions

Melissa made a motion to approve the preliminary 24-25 budget. Michael seconded the motion and it was unanimously approved.

9

CLOSED SESSION: The board entered closed session at 9:00pm

	<p>1. Pursuant to Government Code §54957: Public Employee Performance Evaluation, Title: School Executive Director</p> <p>RECONVENE TO OPEN SESSION: The meeting was reconvened to open session at 9:17pm</p> <p>PUBLIC REPORT ON ACTION TAKEN IN CLOSED SESSION: There was no action taken in closed session</p>
10	<p>Adjournment. The meeting was adjourned at 9:18</p>

*Agenda publicly posted at Journey School on June 21, 2024.
And on the school website at www.journeyschool.net*

**Items that are expected to have back up materials provided prior to or at the meeting are indicate with an asterisk. Other items may also have back up materials provided.*

2024-2025 Earthroots & Journey School Contract

1. Contract: This agreement is made as of August 15, 2024, between Journey School (Gavin Keller, Principal) and Earthroots Field School (Jodi Levine, Executive Director).
2. Term: Earthroots agrees to provide 100 hours of in person Ecoliteracy educational instruction on campus for the Journey School starting September 2024 and concluding May 2025.
3. Capacity: Each signing party represents and warrants to the other that they are of legal age, are under no disability and have the mental capacity and authority to legally bind themselves and/or the organizations on behalf of whom they execute this agreement.
4. Extent of Services: Earthroots Eco-Literacy education program includes class instruction, materials, preparation and clean up. Lead classroom teachers must be present and fully engaged with their class for the duration of Ecoliteracy programs. Refer to schedule details document "2024-2025_Earthroots_Ecoliteracy_Schedule.pdf".
5. Compensation: Earthroots will be paid \$215.25 per hour of instruction on campus including up to 15 hours of meeting time for this term. Should meeting hours exceed 15 hours, Journey will pay Earthroots \$50 per hour for additional hours of meetings.
 - A. Earthroots will be paid per month from September 2024 through May 2025 as follows
 $100 \text{ hours} \times \$215.25 \text{ per hour} = \$21,525 / 9 \text{ months} = \$2,391.67 \text{ per month.}$
 - B. Earthroots will invoice Journey by the first of each month for classes held that month. Journey will pay Earthroots within 30 days of receiving an invoice.
6. DOJ Clearance: All Earthroots Instructors and Interns working with Journey students have received clearance via Live Scan by the United States Department of Justice.
7. Transportation: Earthroots will not charge for transportation.
8. Intellectual & Proprietary Property: All Earthroots Field School curricula, name, books, lesson plans, logos, customer lists, customer contact information including emails, customer health information, passwords and advertisements belong to Earthroots and are to remain strictly confidential. While providing services, Journey may have access to and use

abovementioned items only with permission by Earthroots. Upon termination of this agreement all Earthroots Field School curricula, books, lesson plans, logos, names, customer lists, customer contact information, customer health information, passwords and advertisements will be returned, and Journey will no longer have authority to use such items.

If, in the future, Journey would like to have access and/or use of these materials, a separate written agreement will need to be instated and signed by both Earthroots & Journey.

9. Photo Release: Earthroots and Journey agree to permit photos and videos to be taken during Ecoliteracy programs for promotion on each party's website, print, and social media outlets.
 - A. If applicable, Journey will provide Earthroots with a list of students and faculty in each class who have opted out of photos.
10. Hold Harmless. To the extent authorized by law, the Journey hereby agrees to indemnify, defend, and hold Earthroots from liability and claims of liability for bodily injury, personal injury, sickness, disease, or death of any person or persons, or damage to any property, real, personal, tangible, or intangible, arising out of the negligent acts or omissions of instructors, employees, agents, or officers of Earthroots.
11. Entire Agreement: This agreement is complete. All changes to this agreement must be in writing and signed by both parties. This agreement supersedes all prior negotiations, understanding, representations and agreements. If any part of this agreement is invalid, all other parts remain in force.
12. Governing Law: This agreement is to be governed by the laws of California.
13. Arbitration: If parties have a dispute they cannot resolve by good faith discussion, they each agree to submit the dispute to an impartial arbitrator or mediator.
14. Attorney Fees & Costs: The prevailing party in an action or arbitration initiated to interpret or enforce the agreement shall be entitled to recover reasonable attorney fees and costs from the non-prevailing party.

Journey School

Earthroots Field School

Gavin Keller
Principal

Date



Rudi Levine
Executive Director

Date

Earthroots Hours 2024-2025

Grade	Topics	Number of Sessions	Total Hours per Class and Grade
Kinder	Connecting with Nature	Four 30-min sessions for each class	Class=2 Grade=8
1st	Awakening our Senses in Nature	Six 45 min sessions for each class	Class= 4.5 Grade= 9
2nd	Worm Composting, Seeds, and Bees	Twelve 45-min sessions for each class	Class=9 Grade=18
3rd	Farming	Ten 45-min sessions for each class Four 70-min sessions for each class	Class=13 (rounded) Grade=26 (rounded)
4th	Ancestral Skills	Eight 1.5-hour sessions for each class	Class=12 Grade=24
5th	Rainwater Harvesting/Botany	Five 1.5-hour sessions for each class	Class=7.5 Grade=15
		TOTALS	Hours = 100

Teachers are required to be present, engaged and an active participant during Earthroots classes. Please help to hold your classes to the high behavior standards during your Earthroots time. Please add these dates to your calendar and share out with parents! Thank you kindly.

- 1A- Katie Blacker
- 1B - Maisy Schendel
- 2A- Jess Johnston
- 2B - Kristi Kilcollins
- 3A - Chandler Boyer
- 3B - Julia Cameron
- 4A - Rita Kandel
- 4B - Paul Breazeale
- 5A - Jeannie Lee
- 5B - Adam Kilcollins

SEPTEMBER - Tuesdays and Thursdays = TWO WEEKS IN SEPTEMBER

1 9/17/24 TUESDAY	9:00-10:20	4A	1 of 8	
	10:45-11:30	2B	1 of 12	
	12:25-1:10	2A	1 of 12	<u>MOVE HANDWORK TO MAIN LESSON - 9:15-10:00am</u>
9/19/24 THURSDAY	9:00-10:20	4B	1 of 8	
	10:45-11:30	3A	1 of 14	
	12:25 - 1:10	3B	1 of 14	
2 9/24/24 TUESDAY	9:00-10:20	4A	2 of 8	
	10:45-11:30	2A	2 of 12	
	12:25-1:10	2B	2 of 12	<u>MOVE GAMES TO MAIN LESSON - 9:15-10:00am</u>
9/26/24 THURSDAY	9:00-10:20	4B	2 of 8	
	10:45-11:30	3A	2 of 14	
	12:25 - 1:10	3B	2 of 14	

OCTOBER - TUESDAY and THURSDAYS - THREE WEEKS IN OCTOBER

3 10/1/24 TUESDAY	9:00-10:20	4A	3 of 8	
	10:45-11:30	2B	3 of 12	
	12:25-1:10	2A	3 of 12	<u>MOVE HANDWORK TO MAIN LESSON - 9:15-10:00am</u>
10/3/24 THURSDAY	9:00-10:20	4B	3 of 8	
	10:45-11:30	3A	3 of 14	
	12:25 - 1:10	3B	3 of 14	
4 10/8/24 TUESDAY	9:00-10:20	4A	4 of 8	
				<u>KAREN TO PREP</u>

	12:25 - 1:10	1B	1 of 6	
10/10/24 THURSDAY	9:00-10:20	4B	4 of 8	
	10:45-11:30	1A	1 of 6	
				KAREN TO PREP
5 10/15/24 TUESDAY * 70 min session for 3rd grade	8:50-10:00	3A	4 of 14	
	10:20-10:50	K- Jill	1 of 4	
	11:00-11:30	K- Hellene	1 of 4	
10/17/24 THURSDAY * 70 min session for 3rd grade	8:50-10:00	3B	4 of 14	
	10:20-10:50	K- April	1 of 4	
	11:00-11:30	K- Fiona	1 of 4	

NOVEMBER - Tuesdays and Thursdays - TWO WEEKS IN NOVEMBER				
6 11/5/24 TUESDAY	9:00-10:20	4A	5 of 8	
	10:45-11:30	2A	4 of 12	
	12:25- 1:10	2B	4 of 12	MOVE GAMES TO MAIN LESSON - 9:15-10:00am
11/7/24 THURSDAY	9:00-10:20	4B	5 of 8	
	10:45-11:30	3A	5 of 14	
	12:25-1:10	3B	5 of 14	
7 11/12/24 TUESDAY	9:00-10:20	4A	6 of 8	
	10:45- 11:30	1B	2 of 6	MOVE GAMES TO MAIN LESSON - 9:15-10:00am
	12:25-1:10	1A	2 of 6	
11/14/24	9:00-10:20	4	6 of 8	

THURSDAY	10:45-11:30	3A	6 of 14	
	12:25-1:10	3B	6 of 14	

DECEMBER - Tuesdays and Thursdays - TWO WEEKS IN DECEMBER

8 TUESDAY	12/3/24	9:00-10:20	5A	1 of 5	
		10:45- 11:30	1A	3 of 6	MOVE HANDWORK TO MAIN LESSON - 9:15-10:00am
		12:25-1:10	1B	3 of 6	
12/5/24 THURSDAY		9:00-10:20	5B	1 of 5	
		10:45-11:30	3A	7 of 14	
		12:25-1:10	3B	7 of 14	
9 TUESDAY	12/10/24	8:50-10:00	3A	8 of 14	
		10:20-10:50	K- Jill	2 of 4	
		11:00-11:30	K- Hellene	1 of 4	
12/12/24 THURSDAY		8:50-10:00	3B	8 of 14	
		10:20-10:50	K- April	2 of 4	
		11:00-11:30	K- Fiona	2 of 4	
* 70 min session for 3rd grade					

JANUARY - Tuesdays and Thursdays - TWO WEEKS IN JANUARY

10 TUESDAY	1/14/25	9:00-10:20	5A	2 of 5	
		10:45-11:30	2B	5 of 12	
		12:25- 1:10	2A	5 of 12	MOVE HANDWORK TO MAIN LESSON - 9:15-10:00am
1/16/25	9:00-10:20	5B	2 of 5		

THURSDAY	10:45-11:30	3A	9 of 14	
	12:25 - 1:10	3B	9 of 14	
11 1/21/25	9:00-10:20	5A	3 of 5	
TUESDAY	10:45-11:30	2A	6 of 12	
	12:25- 1:10	2B	6 of 12	<u>MOVE GAMES TO MAIN LESSON - 9:15-10:00am</u>
1/23/25	9:00-10:20	5B	3 of 5	
THURSDAY	10:45- 11:30	1A	4 of 6	
	12:25-1:10	1B	4 of 6	

FEBRUARY - Tuesday and Thursday = TWO WEEKS IN FEBRUARY				
12 2/4/25	9:00-10:20	5A	4 of 5	
	10:45-11:30	2B	7 of 12	
	12:25- 1:10	2A	7 of 12	<u>MOVE HANDWORK TO MAIN LESSON - 9:15-10:00am</u>
2/6/25	9:00-10:20	5A	4 of 5	
	10:45-11:30	3A	10 of 14	
	12:25 - 1:10	3B	10 of 14	
13 2/11/25	9:00-10:20	5A	5 of 5	
	10:45-11:30	2A	8 of 12	
	12:25- 1:10	2B	8 of 12	<u>MOVE GAMES TO MAIN LESSON - 9:15-10:00am</u>
2/13/24	9:00-10:20	5B	5 of 5	
	10:45-11:30	3A	11 of 14	
	12:25 - 1:10	3B	11 of 14	

MARCH- Tuesdays and Thursdays - **THREE WEEKS IN MARCH**

14 3/4/25 TUESDAY	9:00-10:20	4A	7 of 8	
	10:45-11:30	2B	9 of 12	
	12:25- 1:10	2A	9 of 12	<u>MOVE HANDWORK TO MAIN LESSON - 9:15-10:00am</u>
3/6/25 THURSDAY	9:00-10:20	4B	7 of 8	
	10:45-11:30	3A	12 of 14	
	12:25 - 1:10	3B	12 of 14	
15 3/11/25 TUESDAY	9:00-10:20	4A	8 of 8	
	10:45-11:30	2A	10 of 12	
	12:25- 1:10	2B	10 of 12	<u>MOVE GAMES TO MAIN LESSON - 9:15-10:00am</u>
3/13/25 THURSDAY	9:00-10:20	4B	8 of 8	
	10:45- 11:30	1A	5 of 6	
	12:25-1:10	1B	5 of 6	
16 3/18/25 TUESDAY	9:15- 9:45	K - Fiona		
	9:50-10:20	K - Jill		
	10:25- 10:55	K - April		
	11:00-11:30	K - Hellene		
3/20/25 THURSDAY	NO CLASS			

APRIL- Tuesdays and Thursdays - TWO WEEKS IN APRIL				
17 4/15/25 TUESDAY * 70 min session for 3rd grade	8:50-10:00	3A	13 of 14	
	10:45-11:30	2B	11 of 12	
	12:25- 1:10	2A	11 of 12	<u>MOVE HANDWORK TO MAIN LESSON - 9:15-10:00am</u>
4/17/25 THURSDAY * 70 min session for 3rd grade	8:50-10:00	3B	13 of 14	
	10:45- 11:30	1A	6 of 6	
	12:25-1:10	1B	6 of 6	
18 4/22/25 TUESDAY	9:15-10:00	2B	12 of 12	
	10:45-11:30	2A	12 of 12	
	OR	We can meet in the morning or afternoon		<u>KAREN TO MEET WITH SHELLEY</u>
	10:45-11:30	2A	11 of 12	
	12:25- 1:10	2B	11 of 12	<u>MOVE GAMES TO MAIN LESSON - 9:15-10:00am</u>
4/24/25 THURSDAY * 70 min session for 3rd grade TOGETHER FOR COBB	8:50-10:00	3A + 3B = COBB	14 of 14	
	10:45-11:30			
	12:25-1:10			

MAY - Tuesday and Thursday

19 4/29/25 TUESDAY MAKE-UPS.....	9:15- 9:45	K - Fiona		
	9:50-10:20	K - Jill		
	10:25- 10:55	K - April		
	11:00-11:30	K - Hellene		

CLASSES MOVED TO MAIN LESSON:

Handwork

- **9/17- 2A (Jess) - 2nd period MOVED to Main Lesson - 9:15-10:00am**
- **10/1- 2A (Jess) - 2nd period MOVED to Main Lesson - 9:15-10:00am**
- **12/3- 1A (Katie) - 1st period MOVED to Main Lesson - 9:15-10:00am**
- **1/14- 2A (Jess) - 2nd period MOVED to Main Lesson - 9:15-10:00am**
- **2/4- 2A (Jess) - 2nd period MOVED to Main Lesson - 9:15-10:00am**
- **3/4- 2A (Jess) - 2nd period MOVED to Main Lesson - 9:15-10:00am**
- **4/15- 2A (Jess) - 2nd period MOVED to Main Lesson - 9:15-10:00am**

Games

- **9/24- 2B (Kristi) - 2nd period MOVED to Main Lesson - 9:15-10:00am**
- **11/5- 2B (Kristi) - 2nd period MOVED to Main Lesson - 9:15-10:00am**
- **11/12- 1B (Maisy) - 1st period MOVED to Main Lesson - 9:15-10:00am**
- **1/21- 2B (Kristi) - 2nd period MOVED to Main Lesson - 9:15-10:00am**
- **2/11- 2A (Jess) - 2nd period MOVED to Main Lesson - 9:15-10:00am**
- **3/11- 2A (Jess) - 2nd period MOVED to Main Lesson - 9:15-10:00am**

Recurring Expenses - Updated Annually

VENDOR	2024-25 MAX MONTHLY	2023-24 MAX MONTHLY	2022-23 MAX MONTHLY	FREQUENCY	DESCRIPTION			
Marsh & McLennan	\$10,000.00	\$9,165.00	\$9,296.00	10/yr	Worker's Comp-Nova (Max. monthly reflects initial deposit. Typical monthly is \$3,150)			
United Healthcare	\$13,000.00	\$13,000.00	\$9,000.00	monthly	Healthcare plans			
Kaiser Permanente	\$25,000.00	\$25,000.00	\$25,000.00	monthly	Healthcare plans			
Great American	\$6,500.00	\$6,500.00	\$6,050.60	monthly	Umbrella policies			
Guardian	\$1,800.00	\$1,800.00	\$1,800.00	monthly	vision/dental	est.- increase in rates and eligible employees		
CUSD - Rent	\$16,506.00	\$16,506.00	\$16,506.00	monthly	Facility rental	max. amt. amt. varies		
CUSD - SPED Encroachment	NA	\$36,131.00	\$16,934.00	monthly				
Effectual Staffing	\$10,000.00	-	-	monthly	Special education staffing	New Contract		
Swing Education	\$7,000.00	-	-	monthly	Substitute Teachers	New Contract		
ExED	\$14,000.00	\$10,000-\$12,000	\$10,000-\$12,000	monthly	contract for financial services			
OCDE	\$1,800.00	\$1,800.00	\$1,800.00	4/year	contract-retirement services	est. based on \$9.27/employee		
OC Janitorial	\$9,000.00	\$8,000.00	\$7,500.00	monthly	janitorial service & supplies			
So. Calif. Edison	\$8,000.00	\$8,000.00	\$3,300 to \$5,500	monthly	utilities			
Little Acorns	NA	\$2,000	na	monthly	Expanded Learning Opportunity Program			
Strategic Kids - ELOP	\$6,000	\$6,000	\$6,000	monthly	Expanded Learning Opportunity Program			
Strategic Kids - Paraprofessionals	\$18,500	\$18,500	\$25,000	monthly	Instructional Aides and Subs			

FUNDAMENTAL PROVISIONS

SINGLE-YEAR SCHOOL MEAL AGREEMENT

CONTRACT #2425-1

The following fundamental provisions are incorporated into the Single-Year School Meal Agreement (“Agreement”). The provisions shall have the following meanings throughout the Agreement.

(a) School District:	Capistrano Unified School District (“District”), a unified school district existing under the laws of the State of California.
(b) Operator:	Journey School, Inc., operating that charter school known as Journey School (“Charter School”), a California Charter School.
(c) School Site:	Charter School shall be located on the following District School Site: 27102 Foxborough, Aliso Viejo, CA 92656.
(d) Term:	The Term of this Agreement shall commence on Charter School’s first day of instruction for the 2024-2025 school year, and expire on Charter School’s last day of instruction for the 2024-2025 school year or June 30, 2025 , whichever is sooner, unless terminated otherwise as outlined in this Agreement.
(e) Charter School’s Address for Notices:	Journey School ATTN: Gavin Keller Phone No.: 949-448-7232 Facsimile No.: 949-448-7256 Email Address: gavin@journeyschool.net
(f) District’s Address for Notices:	Capistrano Unified School District 32972 Calle Perfecto San Juan Capistrano, California 92675 ATTN: Director II, Food and Nutrition Services Phone No.: 949-234-9501 Facsimile No.: 949-496-1767
(g) Charter School’s per meal, monthly, and annual charges (District as School Food Authority):	Per Meal Charge Student - \$0.00 per Universal Meals Program Adult - Breakfast \$4.50 and Lunch \$5.50 Monthly Administrative Charge \$1,500.00 Annual Software Subscription Charge \$2,800.00

SINGLE-YEAR SCHOOL MEAL AGREEMENT

BY AND BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT,

a unified school district duly organized and existing under the laws of the State of California,

AND,

 **JOURNEY SCHOOL, INC.**, operating that charter school known as **JOURNEY SCHOOL**, a
California Charter School

SINGLE-YEAR FOOD SERVICES AGREEMENT

This Single-Year Food Services Agreement (“Agreement”) is made and entered into as of the last date of the full execution of this Agreement (the “Effective Date”), by and between the Capistrano Unified School District, a school district duly organized and existing under the laws of the State of California (“District”), and Journey School, Inc., operating that charter school known as Journey School (“Charter School”) (collectively referred to herein as the “Parties,” and individually referred to herein as a “Party”), with reference to the following:

RECITALS

WHEREAS, the District is the owner of and operates public schools to provide a public education to those students residing within its jurisdictional boundaries;

WHEREAS, Charter School has chosen to utilize the District’s Food and Nutrition Services Department (“Food Services”), a food service program duly formed and existing under the laws of the State of California and United States Department of Agriculture (“USDA”), to provide meals to Charter School’s in-district students at the School Site; and

WHEREAS, Food Services is listed as the School Food Authority (“SFA”) for Charter School, administering the official National School Lunch Program (“NSLP”), School Breakfast Program, Afterschool Program, Universal Meals Program, and all other associated programs. Food Services will prepare and serve meals that meet the NSLP, School Breakfast Program, Afterschool Program, and Universal Meals Program meal requirements as established by the USDA to Charter School’s in-district students;

NOW, THEREFORE for good consideration had and received, and the mutual covenants and obligations contained herein, the Parties agree as follows:

ARTICLE 1. FOOD SERVICES RESPONSIBILITIES

Food Services shall comply with the responsibilities set forth in Exhibit “A,” which is attached hereto and made a part hereof.

ARTICLE 2. CHARTER SCHOOL RESPONSIBILITIES

Charter School shall comply with the responsibilities set forth in Exhibit “B,” which is attached hereto and made a part hereof.

ARTICLE 3. COSTS AND PAYMENTS

3.1 DISTRICT’S CHARGES FOR FOOD SERVICES PROVIDED TO CHARTER.

There is no per meal charge for each meal the District provides to Charter School’s students at the School Site, per the Universal Meals Program. There is a per meal charge for each Adult meal the District provides to Charter School. In addition, there is a monthly administrative charge covering

the actual costs the District incurs for acting as Charter School's School Food Authority ("SFA"). This administrative charge is based on the determination of various factors, including, but not limited to, whether meals are prepared on- or off-site, student enrollment, the total number of meals served, staffing needs, and the number of students who are eligible for Free or Reduced-Price Meals ("FRPM"). There is an annual software subscription charge to maintain Charter School's Point of Sale ("POS"), FRPM student eligibility, and FRPM online application software. The per-meal amount, monthly administrative amount, and annual software subscription owed by Charter School to the District is identified in section (g) of the "Fundamental Provisions" of this Agreement. These amounts are subject to change.

3.2 INVOICE. Food Services shall provide Charter School an itemized written invoice no later than the 15th day of each month, covering the period for the prior full month ("Invoice"). Food Services reserves the right to adjust prices to reflect changing conditions and costs of service, upon sixty (60) days' advance written notice to Charter School. Food Services shall deliver the Invoice to Charter School's address set forth in section (e) of the "Fundamental Provisions" of this Agreement.

3.3 PAYMENT. Charter School shall pay the District by check or cash within thirty (30) days following the receipt of the Invoice. Charter School shall submit payment to the District's address set forth in section (f) of the "Fundamental Provisions" of this Agreement. If Charter School does not remit payment to the District within thirty (30) days of Charter School's receipt of the Invoice, Food Services may pursue any other legal and/or equitable remedies to which the District may be entitled.

ARTICLE 4. TERMINATION

This Agreement may be terminated by either Party upon providing thirty (30) days' written notice of intent to terminate to the other Party. Meal services will be provided by Food Services, and payments by Charter School will remain due and owing, for the notice period. Termination of this Agreement will not absolve Charter School of any outstanding payment obligations.

ARTICLE 5. AUDITS

Food Services shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent records pertaining to services, payments, and students served pursuant to this Agreement. All records shall be kept and maintained by Food Services and made available to Charter School during the Term of this Agreement and for a period not less than three (3) years after the date by which final payment is due hereunder by Charter School, in accordance with applicable statutes and regulations.

Should Food Services be audited by the California Department of Education ("CDE") or any other governmental entity, Food Services and Charter School each shall be responsible for fully complying with such audit requests.

ARTICLE 6. INDEPENDENT CONTRACTOR RELATIONSHIP

The District and Charter School intend and hereby agree and acknowledge that the relationship between the District and Charter School is solely an independent contractor type relationship, and not a principal/agent, partnership, joint venture, employment or master/servant relationship. Charter School and the District are acting on their own behalf and neither is operating as an agent of the other.

ARTICLE 7. COMPLIANCE WITH LAWS AND REGULATIONS

Food Services is exclusively responsible for preparing, delivering, and serving all breakfasts and lunches (unless designated otherwise by Charter School), that meet the NSLP, School Breakfast Program, and Universal Meals Program meal requirements, and federal, state, and local statutes and regulations. As such, Charter School shall not discriminate against students who receive FRPM in the delivery of any breakfasts and/or lunches provided by Food Services, and will ensure Charter School's students are offered the opportunity to participate in the school meal program.

Any penalties, fines, or damages resulting from lack of compliance with federal or state laws or the NSLP, School Breakfast Program, or Universal Meals Program meal requirements in Charter School's performance of the services pursuant to this Agreement are the sole and exclusive responsibility of Charter School. Any penalties, fines, or damages resulting from lack of compliance with federal or state laws or the NSLP, School Breakfast Program, or Universal Meals Program meal requirements, in the District's performance of the services pursuant to this Agreement are the sole and exclusive responsibility of the District.

Charter School acknowledges that gifts or exchanges of meals are not permitted. Charter School further acknowledges that until a meal is served to a Charter School student, the food prepared by Food Services remains the property of the state and federal governments and Food Services. Charter School agrees not to sell, give away, or exchange for other goods any District-provided meals or meal components.

ARTICLE 8. GENERAL PROVISIONS

8.1 NOTICES. Except where otherwise indicated in this Agreement, any notice or communication required or permitted hereunder shall be given in writing, sent by (a) personal delivery by a representative of the Party giving such notice; (b) overnight delivery by recognized overnight courier; (c) United States mail, postage prepaid, registered, or certified mail; or (d) facsimile or email (provided that the same shall be followed by delivery of a copy by one of the other permitted means of delivery). Any such notice or communication shall be deemed to have been delivered either at the time of personal delivery actually received by the addressee or a representative of the addressee at the address provided above; or, in the case of delivery service or certified or registered mail, as of the earlier of the date delivered or the date forty-eight (48) hours following the date deposited in the United States mail, at the address provided herein; or, if by facsimile or email, upon electronic confirmation of receipt. 

8.2 GOVERNING LAW. This Agreement shall be governed by the laws of the State of California without regard to principles of conflict of law.

8.3 ENTIRE AGREEMENT/AMENDMENT. All Exhibits and Attachments are hereby fully incorporated into this Agreement. This Agreement contains all of the agreements of the Parties with respect to the matters covered hereby, and no prior agreements, oral or written, or understandings or representations of any nature whatsoever pertaining to any such matters shall be effective for any purpose unless expressly incorporated into the provisions of this Agreement. The provisions of this Agreement shall not be amended or altered except by an instrument in writing signed by both Parties.

8.4 WAIVER. No waiver of any provision hereof shall be deemed a waiver of any other provision hereof. Consent to or approval of any act by one of the Parties hereto shall not be deemed to render unnecessary the obtaining of such Party's consent to or approval of any subsequent act, nor shall any custom or practice which may grow between the Parties in the administration of the terms hereof be deemed a waiver of, or in any way affect, the right of the District to insist upon the performance by Charter School in strict accordance with said terms.

8.5 ASSIGNMENT. This Agreement shall not be assigned to any other person or entity. Subject to the provisions hereof relative to assignment, this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, transferees, successors, and assigns of the respective Parties hereto.

8.6 TIME IS OF THE ESSENCE. Time is of the essence with respect to the performance or observance of each of the obligations, covenants, and agreements under this Agreement.

8.7 INVALIDITY / SEVERABILITY. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

8.8 CAPTIONS. The captions and headings of this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of this Agreement or the intent of any provision hereof.

8.9 COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. To facilitate execution, this Agreement may be executed by handwritten signature or by electronic signature and delivered by electronic mail, which shall create a validly executed instrument, in as many counterparts as may be required.

8.10. FORCE MAJEURE. Whenever either Party hereto shall be required by the terms of this Agreement or by law to perform any act, work, labor, or services, or to perform and comply

with any laws, rules, orders, ordinances, regulations, or zoning regulations, said Party shall not be deemed to be in default herein and the other Party shall not enforce or exercise any of its rights under this Agreement, if and so long as nonperformance or default herein shall be directly caused by strikes, unavailability of materials, war or national defense preemptions or civil disobedience, governmental restrictions, alien invasion, or other similar causes beyond the reasonable control of the non-performing Party.

8.11 AUTHORIZATION TO SIGN AGREEMENT. If Charter School is a corporation, each individual executing this Agreement on behalf of Charter School represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of Charter School in accordance with a duly adopted resolution of Charter School's Board of Directors, and that this Agreement is binding upon Charter School in accordance with its terms. If Charter School is a partnership or trust, each individual executing this Agreement on behalf of Charter School represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of Charter School in accordance with the terms of such entity's partnership agreement or trust agreement, respectively, and that this Agreement is binding upon Charter School in accordance with its terms, and Charter School shall, concurrently with its execution of this Agreement, deliver to the District upon its request such certificates or written assurances from the partnership or trust as the District may request authorizing the execution of this Agreement. Each individual executing this Agreement on behalf of the District represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of the District and this Agreement is binding upon the District in accordance with its terms.

8.12 CONTACT. Questions, concerns, or issues regarding daily operations, menu, or compliance, should be addressed to the Food Services Operations Manager assigned to the Charter School. If needs are not met, the District Director II of Food and Nutrition Services shall be contacted at 949-234-9501.

ARTICLE 9. CONFIDENTIALITY

The District shall maintain the confidentiality of all Charter School student personally identifiable information in accordance with the terms of that certain Data Use Agreement entered into between the District and Charter School, attached hereto as Exhibit "C" and made a part hereof.

ARTICLE 10. INDEMNITY

Charter School shall indemnify, defend, and hold harmless the District and its Board Members, administrators, employees, agents, attorneys, and contractors (collectively, "Indemnitees") against all liability, loss, damage, and expense (including reasonable attorneys' fees) resulting from or arising out of this Agreement or its performance, whether such loss, expense, damage, or liability was proximately caused in whole or in part by the negligent or willful act of or omission by Charter School, including, without limitation, its agents, employees, subcontractors, or anyone employed directly or indirectly by it.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement:

CUSD:

CAPISTRANO UNIFIED SCHOOL DISTRICT

By:

Date:

Name: Kristin Hilleman

Title: Director II, Food and Nutrition Services

CHARTER SCHOOL:

JOURNEY SCHOOL

By:

Date:

Name: Gavin Keller

Title: Journey School Director

EXHIBIT “A”
FOOD SERVICES RESPONSIBILITIES

1. Food Services will serve as the School Food Authority (“SFA”) for Charter School, administering the official National School Lunch Program (“NSLP”), School Breakfast Program (“SBP”), Universal Meals Program, and all other associated meals programs. Food Services will be responsible for establishing student meal eligibilities, serving meals to students in a manner that conforms to federal, state, and local health department codes, and meets the requirements established by the United States Department of Agriculture (“USDA”) and the California Department of Education (“CDE”). All accounting for meals in the proper eligibility categories and filing of meal reimbursement claims directly with the CDE will be the responsibility of Food Services. Upon Food Services’ receipt of Direct Certification (“DC”) results from Charter School, Food Services shall use such information to include Charter School in the Community Eligibility Provision (“CEP”) if applicable.
2. Food Services will be responsible for maintaining an annual software subscription for Charter School’s Point of Sale (“POS”), Free or Reduced-Price Meals (“FRPM”) student eligibility, and FRPM online application software.
3. Food Services shall prepare and serve all breakfasts and lunches (unless directed otherwise by Charter School), which meet the requirements of the NLSP, School Breakfast Program, Universal Meals Program, and all other associated meals programs. Breakfasts and lunches must comply with the nutritional standards for breakfasts and lunches as established by the USDA.
4. Food Services shall determine the appropriate meal programs for Charter School’s participation, including, but not limited to, Provision 2, Provision 3, CEP, Afterschool Programs, summer feeding programs, Universal Meals Program, and all other associated meals programs. Participation is determined by numerous factors, such as school meal participation, student FRPM eligibility, student enrollment, and CDE regulations.
5. Food Services shall maintain all necessary records as required by the regulatory guidelines for a SFA, and make said records available for inspection by state and federal authorities upon request. Data and records will be kept on the nutritional analysis and quantities of the breakfasts and lunches delivered to Charter School’s students.
6. Food Services will provide reports to Charter School as reasonably requested by Charter School, or otherwise as reasonably necessary for Charter School to prepare reports and information to meet its needs. No eligibility codes representing students’ eligibility for FRPM programs will be released or shared unless required by law. Charter School shall have access to supporting documentation regarding Charter School’s students at all times, to the extent allowed by law. If Charter School needs access to supporting documentation, a request must be submitted to Food Services in writing at least two (2) weeks in advance, for Food Services to prepare for distribution.
7. Food Services shall provide all the necessary paper goods, service ware, and service

equipment needed for the operation for all participating Charter School students and Adults.

8. Food Services shall prepare and/or deliver the breakfasts and lunches to the kitchen (“Cafeteria”) of the School Site identified in section (c) of the “Fundamental Provisions” of this Agreement. The Cafeteria shall maintain the appropriate State and local health certifications for the facility and staff. Food Services reserves the right to change the location of the Cafeteria, when necessary (e.g., in cases of emergency or during renovations), to another area. Food Services will notify Charter School of the new location at or before the time meals are delivered to the School Site.
9. Food Services shall prepare and/or deliver meals for Charter School, except on days when the District is not in operation, such as federal holidays, or other days the District is not in session. Charter School must provide an annual school calendar to Food Services one month prior to the first day of school. Charter School may receive services hereunder on days the District is not in operation, in which case the monthly administrative charge will cover cost of services. In order to receive services hereunder by Food Services on days when the District is not in operation,, Charter School must provide written notification to the Food Services Operations Manager assigned to Charter School at least ten (10) working days in advance. Failure to provide written notification at least ten (10) working days in advance may result in staff not being available to provide service on the day(s) the District is not in operation.
10. Food Services shall provide to Charter School, no later than one (1) week prior to the end of each month, a monthly menu of the breakfasts and lunches being offered in the upcoming month. This information will also be available on the Food Services website: <https://capistrano.healtheliving.net/>
11. When requested by Charter School, Food Services shall provide Charter School with sack lunches and/or breakfasts for field trips and other special outings which meet the NSLP, SBP, and Universal Meal Program meal requirements. Charter School must provide a request in writing to the Food Services Executive Chef at least three (3) working days in advance of the event for which the sack lunches and/or breakfasts are needed. Failure to provide the written request at least three (3) working days in advance may result in the unavailability of sack lunches and/or breakfasts at the event.
12. Food Services shall be responsible for all equipment, supplies, food, and paper goods delivered to the Cafeteria. Food Services will be responsible for the replacement of all kitchen and service equipment, as needed, unless replacement of equipment is needed as a result of Charter School’s authorized or unauthorized use of the Cafeteria.
13. If Charter School would like to utilize the School Site’s Cafeteria and/or kitchen facilities after normal operations for a special event, Charter School must contact Food Services at least ten (10) business days prior to the special event. If the request is approved, an employee of Food Services will be required to be present to supervise the use of the kitchen, and fees may apply.

14. In the event of emergencies, Food Services will make every effort to provide services hereunder, including, but not limited to, continuing meal service during the normal school periods where it is safe for our staff and students to do so. Charter School may request extra services, or service outside of the normal course of operations, to its students, staff, and site personnel in emergency circumstances, in which case a fee equal to Food Services' reasonable, actual, out-of-pocket costs for these services will apply. Emergencies include, but are not limited to, the following: lockdowns, power outages, earthquakes, and any unplanned event that is a disruption to normal Food Services schedules.
15. Placement of Food Services staff at the School Site will be in accordance with the District's hiring practices, and District policies and procedures. Food Services staff working at the School Site will have met all District requirements for Tuberculosis, Background Checks, Annual Mandatory Training and Food Service requirements (e.g., Food Safety Management Certificates and USDA Professional Standards Training). It is Food Services' responsibility to ensure that its entire staff meets these requirements.
16. Food Services staff work for the District and receive direction from Food Services Administration. Performance Management and day-to-day personnel issues will be handled by the Food Services Operations Manager and/or Director. Input from Charter School's Administration/Principal may be discussed with Food Services. District employee disciplinary documentation, mentoring, and coaching will be administered by Food Services.
17. Charter School's custodial crew shall be responsible for clean up after Food Services meal service at the School Site.
18. Food Services offers catering services, and may offer these services to Charter School upon request separately from this Agreement.
19. If and when this Agreement terminates, Food Services shall assume possession and ownership of all unused goods and supplies at the School Site, including, but not limited to, small wares, foods, produce, and paper supplies.

EXHIBIT “B”
CHARTER SCHOOL RESPONSIBILITIES

1. In accordance with the National School Lunch Program (“NSLP”), Charter School acknowledges that all eligible students must be provided with one nutritionally adequate meal per day. Additionally, in accordance with the Universal Meals Program, Charter School acknowledges that two nutritiously adequate school meals (breakfast and lunch) must be provided free of charge during each school day to any pupil who requests a meal without consideration of the pupil’s eligibility for a federally funded Free or Reduced-price Meal (“FRPM”). Charter School shall pull Direct Certification (“DC”) data from the California Longitudinal Pupil Achievement Data System and the Department of Public Social Services at the beginning of each month, and provide such certification results to Food Services for use in determining Charter School’s students’ eligibilities for FRPM, as legally required, and using data to include Charter School in the Community Eligibility Provision if applicable. Charter School acknowledges that Food Services shall be responsible for distributing, collecting, and processing FRPM Applications (Education Benefit Forms), and Charter School shall be responsible for the distribution, collection, and processing of alternate income forms for Local Control Funding Formula purposes.
2. Charter School will provide Food Services with updated Charter School student enrollment information as needed (but not less than daily) through Point of Sale (“POS”) data exchange.
3. Charter School shall notify Food Services staff located at the Cafeteria of the School Site identified in section (c) of the “Fundamental Provisions” of this Agreement of any reduction in the number of typical daily breakfasts and lunches needed for Charter School students by no later than one (1) week before meal service on that school day.
4. Charter School shall provide a written request to Food Services to provide Charter School with sack lunches and/or breakfasts for field trips and other special outings that meet the NSLP, School Breakfast Program, and Universal Meal Program meal requirements at least three (3) working days in advance of the event to the Food Services Executive Chef. The cost per sack lunch and/or breakfast shall remain the same as the cost per meal for the regular lunches and/or breakfasts. Charter School shall be responsible for maintaining the appropriate temperature of lunches and breakfasts served on those field trips and outings.
5. If, upon Charter School’s request, Food Services provides meals to any person outside of Charter School’s student population (e.g., parents, faculty, site administrators, and personnel, etc.), Charter School shall pay the Adult cost per meal.
6. At least thirty (30) working days prior to the start of the Term, Charter School must provide to Food Services a student enrollment roster and thereafter update and maintain all of its students’ information, so that Food Services can provide meals through the POS system or checklist with Charter School student data required for the District to receive, verify, and record Charter School students’ eligibility information. Charter School student information must include, at a minimum, student ID, the student’s first and last name,

birthdate, school code, grade, gender, and home address.

EXHIBIT “C”

DATA USE AGREEMENT BETWEEN JOURNEY SCHOOL AND CAPISTRANO UNIFIED SCHOOL DISTRICT FOR THE DISCLOSURE OF EDUCATION RECORDS FOR FOOD SERVICES

This Data Use Agreement (“Agreement”) is entered into on August 1, 2024 (“Effective Date”) between the Capistrano Unified School District (“District”), a California public school district, and Journey School, Inc., operating that charter school known as Journey School (“Charter School”), located at 27102 Foxborough, Aliso Viejo, CA 92656, collectively referred to herein as the “Parties.”

RECITALS

WHEREAS, Charter School is a California public entity subject to all state and federal laws governing personally identifiable information in education records, including but not limited to relevant provisions of the California Education Code and the Family Educational Rights and Privacy Act (“FERPA”);

WHEREAS, Charter School has chosen to utilize the District’s Food and Nutrition Services Department (“Food Services”), a food service program duly formed and existing under the laws of the State of California and United States Department of Agriculture (“USDA”), to provide meals to Charter School’s students at the School Site identified in the Parties’ Food Services Agreement;

WHEREAS, Food Services is listed as the School Food Authority (“SFA”) for Charter School, administering the official National School Lunch Program (“NSLP”), School Breakfast Program (“SBP”), and Universal Meals Program; and

WHEREAS, the District and Charter School desire to set forth the terms and conditions for sharing student data in compliance with state and federal laws and regulations in a Data Use Agreement.

THEREFORE, the Parties hereto agree as follows:

1. PURPOSE

1.1 The purpose of this Agreement is to allow for Charter School to provide the District

with personally identifiable information (“PII”) from student education records (“student data”) without written parental consent so that the District may perform, among other things, the following oversight services or functions authorized by law: (1) annually submit enrollment and demographic data for all students enrolled for oversight purposes, and (2) support Food Services serving meals at the Charter School.

1.2 This Agreement is meant to ensure that the District adheres to the requirements concerning the use of PII and student data protected under FERPA; United States Code, title 20, section 1232g; Code of Federal Regulations, title 34, Part 99; and California Education Code sections 49060-49085.

1.3 Code of Federal Regulations, title 34, section 99.30 and Education Code section 49076(a) require the consent of the education rights holder prior to the release of PII from the education record of a student. An exception to the consent requirement is provided for in Code of Federal Regulations, title 34, section 99.31(a)(3)(iv) and Education Code section 49076(a)(1)(C) for State and local educational authorities in connection with an audit or evaluation of Federal or State supported education programs or for the enforcement of or compliance with Federal legal requirements that relate to those programs.

1.4 Under this Agreement, Charter School considers the District to be such a local educational authority engaged in performing audits and evaluations of Federal or State supported education programs or for the enforcement of or compliance with Federal legal requirements that relate to those programs within the meaning of Code of Federal Regulations, title 34, section 99.31(a)(3)(iv) and Education Code section 49076(a)(1)(C), and this allows Charter School to disclose PII from education records of students without the consent required by Code of Federal Regulations, title 34, section 99.30 and Education Code section 49076(a).

1.5 This Agreement does not necessarily describe the complete nature of all interactions between the District and Charter School. Rather, this Agreement pertains to the disclosure of PII from education records only. It is likely that the District has some other form of written agreement with Charter School (possibly including, but not limited to a separate contract or memorandum of understanding, a license agreement, a subscription agreement, etc.). However, insofar as it pertains to the subject matter of this Agreement, this Agreement takes precedence over any inconsistencies with any other agreements.

2. CHARTER SCHOOL DUTIES

Charter School will provide the following student data in compliance with FERPA, 20 U.S.C. section 1232g and 34 C.F.R. section 99, and California Education Code sections 49060-49085: student’s full name, birthdate, student identifier, gender, homeroom, site assigned, home address, and CALPADS data.

3. DISTRICT DUTIES

3.1 The District shall perform the following duties in regard to any student data it obtains:

3.1.1 Not disclose the information to any other party without the consent of the parent or eligible student;

3.1.2 Use the data for no purpose other than the work stated in this Agreement;

3.1.3 Allow Charter School access to any relevant records for purposes of completing authorized audits;

3.1.4 Require all employees, contractors, and agents of any kind to comply with all applicable provisions of FERPA and other federal and California laws with respect to the data shared under this Agreement;

3.1.5 Designate in writing a single authorized representative able to request data under this Agreement. The authorized representative shall be responsible for transmitting all data requests and maintaining a log or other record of all data requested and received pursuant to this Agreement, including confirmation of the completion of any projects and the return or destruction of data as required by this Agreement. Charter School or its agents may, upon request, review the records required to be kept under this section;

3.1.6 Maintain all data obtained pursuant to this Agreement in a secure computer environment and not copy, reproduce, or transmit data obtained pursuant to this Agreement except as necessary to fulfill the purpose of this Agreement. All copies of data of any type, including any modifications or additions to data from any source that contains information regarding students, are subject to the provisions of this Agreement in the same manner as the original data. The ability to access or maintain data under this Agreement shall not under any circumstances transfer from District to any other institution or entity; and

3.1.7 Retain all PII until it is no longer needed for the purpose for which it was obtained. The District shall promptly return or destroy all PII upon termination of this Agreement pursuant to Section 5.2 or once it is no longer needed for the purposes for which it was provided under this Agreement.

3.2 The District shall implement the following additional safeguards for Charter School information:

3.2.1 The District will not (i) sell information, including PII; or (ii) disclose PII without Charter School's written permission;

3.2.2 The District will store and process PII in accordance with industry best

practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure District's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved; and

3.2.3 PII will not be stored outside the United States without prior written consent from Charter School.

3.3 If the District will (1) provide cloud-based services which will involve digital storage of pupil records or (2) provide digital educational software that authorizes a third-party provider of digital educational software to access, store, and use pupil records, then, the following requirements in compliance with Education Code section 49073.1 apply:

3.3.1 The pupil records continue to be the property of and under the control of Charter School;

3.3.2 In order for a parent, legal guardian, or eligible pupil to review PII in the pupil's records and correct erroneous information, the District shall refer requestor to pupil's school site.

3.3.3 The District shall take the following actions, including the designation and training of responsible individuals, to ensure the security and confidentiality of pupil records:

The District shall comply with its internal policies and practices for complying with laws and regulations protecting pupil records.

3.3.4 The District shall use the following procedure for notifying the affected parent, legal guardian, or eligible pupil in the event of an unauthorized disclosure of the pupil's records:

The District shall contact Charter School Administrator within forty-eight (48) hours of discovery of the unauthorized disclosure. Charter School shall then be responsible for reporting the unauthorized disclosure to affected parent, legal guardian, or eligible pupil.

3.3.5 The District shall not use pupil records for any purpose other than those specified herein.

3.4 Additional District Duties Pertaining to PII

3.4.1 In addition to any District obligations stated elsewhere in this Agreement, the District shall notify Charter School in writing as soon as possible, but in no event more than two (2) business days, after the District becomes aware of any

breach of or security incident involving Charter School's PII. The District shall be deemed to be aware of any breach or security incident as of the first day on which such breach or security incident is known or reasonably should have been known to its officers, employees, agents or subcontractors. The District shall identify as soon as practicable each individual whose unsecured PII has been, or is reasonably believed by the District to have been, accessed, acquired, or disclosed during such breach or security incident. The District shall cooperate in good faith with Charter School in the investigation of any breach or security incident.

3.4.2 The District shall take prompt corrective action to remedy any breach or security incident, mitigate, to the extent practicable, any harmful effect of a use or disclosure of PII, and take any other action required by applicable federal and state laws and regulations pertaining to such breach or security incident.

3.4.3 The District will provide written notice to Charter School as soon as possible but no later than twenty (20) calendar days after discovery of the breach or security incident of the actions taken by the District to mitigate any harmful effect of such breach or security incident and the corrective action the District has taken or shall take to prevent future similar breaches or security incidents. Upon Charter School's request, the District will also provide to Charter School a copy of the District's policies and procedures that pertain to the breach or security incident involving Charter School's PII, including procedures for curing any material breach of this Agreement.

3.4.4 The District shall make reasonable efforts to trace lost or translate indecipherable transmissions. Charter School shall bear all costs associated with the recreation of incomplete, lost or indecipherable transmissions if such loss is the result of an act or omission of Charter School. The District shall bear all costs associated with the recreation of incomplete, lost, or indecipherable transmissions if such loss is the result of an act or omission of the District.

3.4.5 The District shall take appropriate security measures to protect the confidentiality, integrity, and availability of Charter School's PII that it creates, receives, maintains, or transmits on behalf of Charter School and to prevent any use or disclosure of Charter School's PII other than as provided by this Agreement.

4. AUTHORIZATION FOR TRANSFER OF DATA.

4.1 Charter School hereby authorizes the District to receive the student data listed in Section 2.

4.2 Charter School maintains sole responsibility for ensuring the accuracy and integrity of student data provided to the District.

5. TERM

5.1 This Agreement shall be effective on the date the last party signs and shall be coterminous with the Parties' Food Services Agreement.

5.2 Charter School may terminate this Agreement for cause upon sixty (60) days' advance written notice to the District.

6. NOTICES

6.1 All notices required or permitted by this Agreement shall be in writing and

6.2 shall be either personally delivered or sent by nationally-recognized overnight courier, electronic mail, facsimile, or by registered or certified U.S. mail, postage prepaid, addressed as set forth below (except that a party may from time to time give notice changing the address for this purpose). A notice shall be effective on the date personally delivered, on the date delivered by a nationally-recognized overnight courier, on the date set forth on the receipt of a telecopy or facsimile, or upon the earlier of the date set forth on the receipt of registered or certified mail or on the fifth day after mailing.

6.3 Notices shall be delivered to the following:

District: Capistrano Unified School District
Food and Nutrition Services Department
Kristin Hilleman, Director II Food and Nutrition Services
32972 Calle Perfecto, San Juan Capistrano, CA 92675
klhilleman@capousd.org

Charter School: Journey School
Gavin Keller, School Director
27102 Foxborough, Aliso Viejo, CA 92656
gavin@journeyschool.net

7. INDEMNIFICATION

Charter School shall indemnify, defend and hold harmless the District and its Board Members, administrators, employees, agents, attorneys, and contractors (collectively, "Indemnitees") against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Agreement or its performance, whether such loss, expense, damage, or liability was proximately caused in whole or in part by the negligent or willful act or omission by Charter School, including, without limitation, its agents, employees, subcontractors, or anyone employed directly or indirectly by it.

8. ENTIRE AGREEMENT

This Agreement and any exhibits attached hereto constitute the entire agreement between the parties to the Agreement and supersede any prior or contemporaneous written or oral understanding or agreement regarding the subject matter of this Agreement, and may be amended only by written amendment executed by both parties to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last day noted below.

CAPISTRANO UNIFIED SCHOOL DISTRICT

By: _____

Date:

Kristin Hilleman
Director II, Food and Nutrition Services

JOURNEY SCHOOL

By: _____

Date:

Gavin Keller
School Director



LIMITED USE & MAINTENANCE AGREEMENT

AVCA/JOURNEY SCHOOL

This Limited Use and Maintenance Agreement (hereinafter “Agreement”) is entered into this 10th day of June, 2024 by and between the Aliso Viejo Community Association, a nonprofit public benefit corporation (“AVCA”) and Journey School (“User Group”). This Agreement shall be evaluated based upon the ability of all parties to effectively perform necessary maintenance and the past history of User Group. The goal of this Agreement is to provide quality parks for residents of AVCA and for the AVCA organizations who request use of the facilities.

1. Definitions.

As used in this Agreement, the following terms shall have the following meanings:

- 1.1. Agreement Term: The period of time starting on the date on which this Agreement is signed by the Parties, and ending on June 13, 2025.
- 1.2. AVCA Property: All property owned or controlled by AVCA.
- 1.3. Participant: A player on the team organized by User Group. Coaches and other support staff are not considered Participants for the purposes of the age and residency requirements.
- 1.4. Start Date: The first day of use of AVCA Property by User Group under this Agreement.

2. User Group’s Obligations

- 2.1. For usage of those areas listed on the attached Exhibit “A” during the times and for the term set forth in such Exhibit, User Group shall pay a fee set forth at Exhibit “B”. A fee of \$20.00 per hour will be charged for the use of sports lighting.
- 2.2. In order to maximize the availability of AVCA Property to community groups, AVCA reserves the right to reallocate use of a facility if not needed by User Group, as determined by AVCA after review of evidence of such non-use and in its sole discretion. For this purpose, User Group shall notify AVCA in writing at least two (2) weeks in advance if it does not plan to use a facility at a time and date indicated on Exhibit A. No refund of use fees will be given. Failure to provide timely notice of unused facility time will result in a penalty of \$1,275.00, may result in the suspension or cancellation of this Agreement, and may be considered during future facility use allocations.

- 2.3. User Group shall ensure that at least one team on every field used by User Group under this Agreement is comprised of Participants at least seventy-five percent (75%) of whom are residents of AVCA and 18 years of age or under. Under no circumstances may two teams not meeting this requirement play on the same field at the same time.
- 2.4. User Group shall designate one person to serve as a liaison to AVCA for all matters related to this Agreement and User Group's use of AVCA property, including but not limited to required submissions to and communication with AVCA ("Liaison"). AVCA will communicate only with the Liaison regarding this Agreement and User Group's use of AVCA property, using only the contact information provided by the Liaison. The identity of the Liaison may be changed at any time by written notice to AVCA. Notwithstanding the above, in an emergency AVCA may be contacted by any authorized User Group member.
- 2.5. User Group shall ensure that an individual familiar with all park use rules and the obligations of this Agreement is onsite during the times set forth at Exhibit "A" for the purpose of ensuring compliance with such rules and obligations during such times.
- 2.6. AVCA Property shall be kept clean, free of debris, and in good condition. User Group is responsible for ensuring clean-up of all AVCA Property and the surrounding areas after any use. No rubbish, trash, garbage or other waste material shall be kept or permitted on any portion of the AVCA Property, except in enclosed trash receptacles or dumpsters, and no odor shall be permitted to arise therefrom so as to render the AVCA Property, or any portion thereof, unsanitary, unsightly, or offensive as determined in the sole discretion of AVCA. Failure to keep any AVCA Property clean of trash and debris may result in AVCA having the area cleaned at User Group's expense.
 - 2.6.1. User Group shall operate concession stands only if disclosed on this Agreement on Exhibit A, with submission of a current Food Facility Health Permit from the Orange County Environmental Health department and after written approval from AVCA. User Group shall ensure at all times that concession stands are clean, neat, and present no health hazards. User Group shall reimburse AVCA for any and all costs AVCA incurs for violations of these rules, as solely determined by AVCA, including but not limited to pest extermination and re-keying costs. AVCA reserves the right to withdraw permission to operate and re-key concession stands at any time if it determines that User Group has failed to meet the standards stated above.
- 2.7. User Group acknowledges that use of AVCA Property for any reason during closure times is strictly prohibited, and agrees on behalf of itself and all of its Participants to abide by all

closure times. User Group further understands and agrees that if User Group or any of its employees, agents, and/or Participants uses the field in any way during closure periods, AVCA will suffer damage. Therefore, User Group shall pay to AVCA as liquidated damages the sum of ONE THOUSAND Dollars (\$1,000), or a greater amount as necessary to pay all damages and costs incurred by AVCA for necessary repairs to AVCA Property, as reasonably determined by AVCA, for each occasion on which User Group or any of its employees, agents, and/or Participants violates this provision.

- 2.8. User Group is responsible for ensuring all Participants and spectators follow AVCA's rules and regulations at all times, including, but not limited to, the prohibition of alcoholic beverages on the park sites.
- 2.9. User Group is responsible for the set-up and breakdown of all equipment used by User Group's Participants or spectators pursuant to this Agreement. AVCA shall not be held responsible for the damage, loss or theft of any property owned or stored by User Group on AVCA Property.
- 2.10. User Group shall reimburse AVCA for any and all costs incurred by AVCA to repair damage to AVCA Property that is due to User Group's neglect or abuse. Under these circumstances AVCA may restore AVCA Property to the state it was in immediately prior to the Start Date.
- 2.11. If during the term of this Agreement User Group fails to perform any required maintenance within 24 hours of notice from AVCA that such maintenance is lacking, AVCA may perform such maintenance without further notice at User Group's expense.
- 2.12. No improvements may be made to AVCA Property by User Group without first receiving the express written permission of AVCA. Should User Group place, move, or install any improvements on the AVCA Property without first receiving the express written permission of AVCA, AVCA shall have the sole right to remove or restore such improvements at User Group's expense. Absent a more specific agreement, any improvements that are approved by AVCA must be maintained by User Group to a standard that is acceptable to AVCA, and AVCA may require the removal of any such improvements at any time at User Group's expense. AVCA shall not be responsible for any damages, expenses, reimbursement or charges related to the installation, maintenance or removal of such improvements.
- 2.13. User Group shall promptly notify AVCA of any maintenance that AVCA is responsible to perform, including, but not limited to, turf damage or irrigation issues that are unrelated to User Group's use of AVCA Property. In the event of any emergency repairs, only AVCA

authorized contractors may perform any necessary repair. User Group shall reimburse AVCA for any repairs which are not related to the ordinary use of the facilities.

2.14.

(a) This Agreement shall be subject to termination upon ninety (90) days' written notice to either party, unless earlier termination is allowed herein due to breach of any provision of this Agreement.

(b) Should any breach of this Agreement occur, or if performance of any of the duties and/or obligations of User Group is not timely and completely performed, AVCA shall provide written notice to User Group of the breach. If said breach is not cured within thirty (30) days of the date notice is sent, this Agreement may be immediately terminated by AVCA. In such an event, User Group shall not be entitled to any refund of use fees. Written notice of termination shall be sent by first class mail to User Group at the address set forth in this agreement, or such address as User Group has provided to receive such notices.

2.15. User Group may not swap, trade, gift, sell, authorize or otherwise transfer the right to use any AVCA Property to any other person, entity or organization (even if an affiliated entity or organization). In addition, except with the prior express written consent of AVCA, User Group shall not permit any outside vendors (including without limitation food vendors, sponsors, or contractors) on the AVCA Property.

2.16. AVCA may, in its sole discretion, withhold reasonable sums from the refundable deposit to ensure User Group's compliance with this Agreement, including, but not limited to, expenses for repair of AVCA Property, damages for injury to or loss by third persons, unpaid fees or other obligations due from User Group under this Agreement, or attorney's fees related to pursuit of compliance with this Agreement. In the event that any damage, maintenance, repair or other expense owed by User Group pursuant to this Agreement exceeds the amount of the refundable deposit, then AVCA shall be entitled to retain the entirety of such deposit and shall have the right to pursue User Group for the balance owed.

2.17. User Group shall ensure and enforce that NO PARKING takes place on any area other than in marked designated parking stalls in asphalt parking areas/lots or other areas that AVCA has designated as an Overflow Parking Lot/Area and signage of such has been installed by AVCA. In addition, User Group shall ensure and enforce that NO PARKING takes place on any grass or turf on the AVCA Property.

- 2.18. If use includes the use of the concession stand, User Group shall not store any items in the electrical room at the concession stand without the express prior written permission of AVCA. In no event shall User Group store any items on the floor of the electrical room in the concession stand. User Group is only permitted to store items on the built-in shelving within the electrical room, provided that it first receives the prior written consent of AVCA. Any items not placed on the shelves shall be immediately removed and discarded. Failure to adhere to keeping the floor/walkways clear at all times may result in the future loss of use of the electrical room for any storage purposes. User Group shall keep the concession stand kitchen, storage rooms and electrical rooms clean and clear of all items so that inspections and routine maintenance work can occur unimpeded.
- 2.19. User Group shall not permit the use of any portable, transportable, or non-stationary barbeques on the AVCA Property except with the prior written consent of AVCA.
- 2.20. User Group shall not permit the use of the AVCA facilities described in Exhibit A by any of User Group's Participants, employees, volunteer coaches and/or spectators if field conditions are considered hazardous, such as in the event of wet, muddy, or uneven fields. AVCA reserves the right to determine whether field conditions are hazardous, in which case the use of the AVCA facilities shall not be permitted at such time.
- 2.21. As provided in this paragraph, User Group shall complete and report all incidents that occur during the course of User Group's use of the AVCA Property to AVCA within twenty-four (24) hours of said incident using the Incident Report Form attached as Exhibit "C" hereto. An incident report must be completed for (1) any injury that requires advanced first aid, (2) any injury or illness that could have future complications or require subsequent medical attention, including without limitation severe sprains, broken limbs, and concussions, (3) any act of suspected sexual harassment or child abuse, (4) any act that violates the law, and (5) any act that results in damage to the AVCA Property. An incident report is not required for (1) minor injuries such as scratches and blisters and (2) other personal illnesses that are not likely to have future complications even if the illness causes the person at issue to leave the AVCA Property.
- 2.22.
- (a) User Group understands the nature of the inherent risks involved with presence at and use of AVCA Property, including, but not limited to, risk of contracting and/or spreading viruses such as COVID-19 or other pathogens which can cause disease. User Group assumes all risk associated with potentially contracting and/or spreading any virus or pathogen which can cause disease. User Group acknowledges that AVCA has taken precautions to mitigate the spread of any such virus or pathogen. User Group promises to fulfill User Group's obligation to take steps necessary to mitigate the risk

of contracting and/or spreading any virus or pathogen by following recognized measures from the Centers for Disease Control, including but not limited to, staying home if sick, practicing proper hygiene procedures including washing of hands, disinfecting any surfaces User Group and its participants may come in contact with, and utilizing, where appropriate, personal protective equipment such as masks and gloves.

(b) User Group shall submit a COVID-19 Safety Protocol describing how its activities will be modified to protect the safety of all participants. AVCA has no requirements for the content of the COVID-19 Safety Protocol and will not review it. User Group is solely responsible for creating and carrying out this protocol consistent with the recommendations of relevant sports organizations and governmental agencies such as the Centers for Disease Control and the California Department of Public Health. The COVID-19 Safety Protocol must be received by AVCA before use of AVCA Property may begin.

2.23. User Group may post signs in AVCA parks for the sole purpose of recruiting participants in accordance with the following rules.

(a) One (1) sign may be placed in each AVCA park, up to a maximum of eight (8) signs throughout the community at the same time.

(b) Only H-frame ground stake signs are permitted. Signs may not be more than four (4) feet square (e.g., 2' x 2' or 2 x 1.5').

(c) Signs may be placed up to ninety (90) days prior to the effective start date of this Agreement and must be removed no later than the first date of use under this Agreement.

(d) Signs may not be placed in a location that blocks public view of existing signs.

(e) Signs and frames must be maintained in good condition during the entire posting period. No sign may remain posted that is torn, faded, stained, defaced, or otherwise in disrepair and not repaired in a timely manner, as solely determined by AVCA.

(f) Signs violating any of the provisions above may be removed and discarded by AVCA, and the sponsoring organization may not receive approval for future signs.

3. AVCA's Obligations

- 3.1. AVCA shall perform reasonable maintenance and repair of AVCA property. No portion of AVCA was designed for performance as a professional level sports field. For the most part AVCA's sport fields were designed as passive parks and AVCA is making its best efforts to utilize such areas, where desired, as sports fields to meet the community's changing needs.
- 3.2. AVCA shall use reasonable efforts to keep all AVCA Property specified herein in a manner that is clean, free of debris and in useable condition for the periods specified in this Agreement. The parties to this agreement understand that AVCA is a nonprofit entity. AVCA does not stand as a guarantor that any field or other property is ready and available for use. In the event that the AVCA Property that is specified in this Agreement is unsuitable or unavailable for use, then AVCA shall either provide a comparable site or refund a prorated share of the fees paid by User Group under this Agreement to reimburse User Group for the lost use. User Group acknowledges that AVCA is not responsible to reimburse any expenses or costs associated with finding an alternate site due to the unavailability of AVCA Property.
- 3.3. AVCA shall cause to be inspected all AVCA Property, including, but not limited to, any applicable facilities and/or fencing for damage and report as necessary. User Group retains, however, the obligation to inspect AVCA Property prior to each use to ensure the safety of User Group's Participants.
- 3.4. AVCA shall have a representative available for on-site inspection of the AVCA Property as requested to review existing conditions in the event of any problems. AVCA is dedicated to the success of its user groups, and to this end reserves the right to determine the use schedule that best meets the needs of the community as a whole and to ensure the best maintenance of AVCA Property. User Group should expect that there will be times where a portion of AVCA Property must be closed to let the area rehabilitate or for a needed maintenance to be performed. In such instances, User Group is expected to cooperate with AVCA's efforts. Past use of AVCA Property does not guarantee use by User Group of such area in the future.

4. Insurance

- 4.1. User Group shall provide: (a) a \$1,000,000 liability policy with an additional insured endorsement specifically naming "Aliso Viejo Community Association", its employees, officers and directors, and "Powerstone Property Management, Inc." its employees, officers, and directors as additional insureds; (b) such endorsement shall provide that User Group's policy shall be primary, and non-contributory with any policies of insurance owned by said additional insureds; & (c) said policy shall provide for 30 days written notice

to AVCA of cancellation, termination and/or non-renewal. A full copy of the entire policy, including the endorsement specified herein, is required prior to any use of AVCA Property and whenever such policy is renewed or replaced. User Group agrees to require any and all vendors, contractors, and/or subcontractors to provide the same insurance coverage and the same evidence of insurance as required of User Group under the Agreement (see “Other Provisions,” page 5).

- 4.2. Insurance documents provided pursuant to Section 4.1 must state User Group’s name exactly as it is stated in this Agreement. Documents for insurance purchased through a parent organization are subject to AVCA’s approval, and may be subject to review by AVCA’s legal counsel, all in AVCA’s sole and absolute discretion.
- 4.3. Insurance Certificates specifically naming both “Aliso Viejo Community Association” and “Powerstone Property Management, Inc.” as additional insured with a second page endorsement must be received a minimum of thirty (30) days prior to the Start Date.
- 4.4. User Group agrees to require any and all vendors, contractors, and/or subcontractors to provide the same insurance coverage and the same evidence of insurance as required of User Group under this Agreement
- 4.5. AVCA shall have the right, but not the obligation, to prohibit User Group from using AVCA Property until the required evidence of insurance of both User Group and its vendors, contractors, and/or subcontractors has been received by AVCA. Failure to provide the required evidence of insurance shall be a material breach of the Agreement, and grounds for immediate termination of the Agreement, at AVCA’s discretion.

5. Indemnification

- 5.1. User Group agrees to indemnify, defend, and hold AVCA and the additional insureds referenced herein free and harmless from all loss, claims, demands, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, attorney’s fees and legal costs, that Association or such additional insureds may incur as a result of any act or omission by User Group related to or in furtherance of the purposes of this Agreement. User Group further agrees that such indemnity shall include any loss, claims, demands, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, attorney’s fees and costs, that Association or such additional insureds may incur as a result of any act or omission by User Group’s Participants, employees, volunteer coaches and/or spectators associated with an event arranged by User Group at the location and during the times set forth in Exhibit “A”.

5.2. User Group agrees that the indemnity provided by User Group to AVCA under the Agreement shall also include any loss, claims, demands, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, attorney's fees and costs, that AVCA and the additional insureds referenced in the Agreement may incur as a result of any act or omission by User Group vendors, contractors, subcontractors and/or any other agents associated with an event arranged by User Group at the location and during the times set forth in Exhibit "A" of the Agreement.

6. Waiver and Release Forms

6.1. User Group shall require each Participant and their family to sign a waiver and release acceptable to AVCA, which waives the right to make, bring or maintain any and all claims of any type and kind which said Participants might have, or acquire in the future, against AVCA, its directors and employees, and/or Powerstone Property Management, Inc. its directors and employees (hereinafter "Released Parties") and that releases said Released Parties from any claim, liability and/or demand of every type and kind which might be brought against any one or more of them as to any injury or damage which arise from or out of the User Group's program and/or the use of AVCA Property.

6.2. AVCA's signed, original Waiver & Release Forms for each and every Participant must be received a minimum of seven (7) days prior to the Start Date, subject to the submission requirements in Section 10.2.

6.3. If User Group submits Waiver & Release Forms in an electronic format, a fee of \$0.00 per electronic signature received will be assessed to cover AVCA's costs for use of this software. User Group shall pay these fees upon receipt of an invoice from AVCA.

7. Residency and Age Requirements

7.1. Age Requirement for Participants: At least 75% of User Group's Participants must be 16 years of age or younger/older (circle one).

7.2. Residency Requirement for Participants: At least 75% of User Group's Participants must be residents of AVCA.

7.3. User Group shall submit written verification that the Participants meet the residency and age requirements specified above no later than two (2) weeks prior to the Start Date, subject to the submission requirements in Section 10.2. Acceptable forms of verification are determined by AVCA in its sole and absolute discretion. Rosters containing, at a minimum,

the last name, age, and full residential address of every Participant are usually acceptable forms of verification.

8. Tournaments

User Group shall submit the dates and times for all tournaments being scheduled in their season to AVCA. The AVCA Board of Directors will review the dates and times for the tournaments and, if approved, the parties shall enter into a separate Limited Use & Maintenance Agreement.

9. Emergency

Each party to this Agreement herein provides the following 24/7 phone numbers for use by the other parties in the event of emergencies:

<u>User Group:</u>	Journey School
<u>Address:</u>	27102 Foxborough Aliso Viejo, California 92656
<u>Name:</u>	Gavin Keller
<u>Email:</u>	gavin@journeyschool.net
<u>Phone:</u>	949-448-7232
 <u>AVCA:</u>	 Aliso Viejo Community Association 95 Argonaut, Suite 190 Aliso Viejo, CA 92656 (949) 243-7550

10. Document and Fee Submission

10.1. All fees, insurance documentation, and this executed Agreement must be received a minimum of thirty (30) days in advance of the Start Date.

10.2. Applicant must remit all required documents and fees (including but not limited to Rosters, Waiver & Release Forms, User Fees, Insurance, Light Fees, executed Limited Use & Maintenance Agreements, Incident/Accident Forms) to the AVCA offices either via First Class Mail OR in person during normal business hours of 8:30 a.m. to 4:30 p.m., Monday through Friday, or other holiday scheduled office hours for AVCA. AVCA assumes no responsibility for items left at the door, outside of the door, or slipped under the door. User is responsible for confirming that AVCA receives all required documents and fees in good order. If required documents and/or fees are not received by AVCA by the specified deadlines for any reason, AVCA reserves the right to deny use of AVCA facilities, impose

late charges, grant extensions, and/or take other measures as AVCA deems appropriate, in its sole discretion.

- 10.3. Any unpaid fees, regardless of the amount, shall accrue a \$35.00 late charge for each thirty (30) day period not paid in full. This late charge obligation continues until all sums owing hereunder, including late charges and interest, are paid in full, and shall survive the termination of this Agreement regardless of the reason.

The undersigned hereby represent and warrant that they have the authority of User Group to enter into this agreement and that User Group is a legal entity duly formed to do business in the state of California. In the event that the undersigned does not have the authority of User Group or if User Group is determined to not be validly formed, then the undersigned stands personally liable for all of the obligations set forth in this Agreement. The undersigned further represents that they have read this Agreement, as well as any rules and regulations regarding the use of AVCA Property described at Exhibit "A" herein, and as the representative for User Group promises to abide by same.

[Signatures on following page]

USER GROUP NAME: JOURNEY SCHOOL

(Must exactly match name listed on all insurance documents provided pursuant to Section 4.1)

Print name: _____

Title: _____

Date: _____

Signature: _____

Print name: _____

Title: _____

Date: _____

Signature: _____

ALISO VIEJO COMMUNITY ASSOCIATION ("AVCA")

Print name: Lisa Naegele

Title: Vice President

Date: 6/10/24

Signature: 

Print name: Michael Avramidis

Title: President

Date: 6/10/24

Signature: 

EXHIBIT "A"

Upon Association approval, User Group is licensed to use the facilities stated below for the purposes described in and subject to the conditions of the Limited Use & Maintenance Agreement attached hereto, during the days and hours listed below.

Facility Name: FOXBOROUGH PARK

Number of concession stands, if any: 0

AVCA approval (initial): LP

<u>DATES</u>	<u>TIME</u>	<u>LOCATION</u>
Wed. September 4, 2024	8:30 a.m.-2:45 p.m.	Field #3
Thu. September 5, 2024	8:30 a.m.-2:45 p.m.	Field #3
Fri. September 6, 2024	8:30 a.m.-2:45 p.m.	Field #3
Mon. September 9, 2024	8:30 a.m.-2:45 p.m.	Field #3
Tue. September 10, 2024	8:30 a.m.-2:45 p.m.	Field #3
Wed. September 11, 2024	8:30 a.m.-2:45 p.m.	Field #3
Thu. September 12, 2024	8:30 a.m.-2:45 p.m.	Field #3
Fri. September 13, 2024	8:30 a.m.-2:45 p.m.	Field #3
Mon. September 16, 2024	8:30 a.m.-2:45 p.m.	Field #3
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Thu. September 19, 2024	8:30 a.m.-2:45 p.m.	Field #3
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Fri. September 27, 2024	8:30 a.m.-2:45 p.m.	Field #3

Mon. September 30, 2024	8:30 a.m.-2:45 p.m.	Field #3
Tue. October 1, 2024	8:30 a.m.-2:45 p.m.	Field #3
Wed. October 2, 2024	8:30 a.m.-2:45 p.m.	Field #3
Thu. October 3, 2024	8:30 a.m.-2:45 p.m.	Field #3
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Mon. October 28, 2024	8:30 a.m.-2:45 p.m.	Field #3
Tue. October 29, 2024	8:30 a.m.-2:45 p.m.	Field #3
Wed. October 30, 2024	8:30 a.m.-2:45 p.m.	Field #3
Thu. October 31, 2024	8:30 a.m.-2:45 p.m.	Field #3

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Fri. November 29, 2024	8:30 a.m.-2:45 p.m.	Field #3
Mon. December 2, 2024	8:30 a.m.-2:45 p.m.	Field #3
Tue. December 3, 2024	8:30 a.m.-2:45 p.m.	Field #3
Wed. December 4, 2024	8:30 a.m.-2:45 p.m.	Field #3
Thu. December 5, 2024	8:30 a.m.-2:45 p.m.	Field #3

Fri. December 6, 2024	8:30 a.m.-2:45 p.m.	Field #3
Mon. December 9, 2024	8:30 a.m.-2:45 p.m.	Field #3
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Wed. December 11, 2024	8:30 a.m.-2:45 p.m.	Field #3
Thu. December 12, 2024	8:30 a.m.-2:45 p.m.	Field #3
Fri. December 13, 2024	8:30 a.m.-2:45 p.m.	Field #3
Mon. January 27, 2025	8:30 a.m.-2:45 p.m.	Field #3
Tue. January 28, 2025	8:30 a.m.-2:45 p.m.	Field #3
Wed. January 29, 2025	8:30 a.m.-2:45 p.m.	Field #3
Thu. January 30, 2025	8:30 a.m.-2:45 p.m.	Field #3
Fri. January 31, 2025	8:30 a.m.-2:45 p.m.	Field #3
Mon. February 3, 2025	8:30 a.m.-2:45 p.m.	Field #3
Tue. February 4, 2025	8:30 a.m.-2:45 p.m.	Field #3
Wed. February 5, 2025	8:30 a.m.-2:45 p.m.	Field #3
Thu. February 6, 2025	8:30 a.m.-2:45 p.m.	Field #3
Fri. February 7, 2025	8:30 a.m.-2:45 p.m.	Field #3
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Thu. February 20, 2025	8:30 a.m.-2:45 p.m.	Field #3

Fri. February 21, 2025	8:30 a.m.-2:45 p.m.	Field #3
Mon. February 24, 2025	8:30 a.m.-2:45 p.m.	Field #3
Tue. February 25, 2025	8:30 a.m.-2:45 p.m.	Field #3
Wed. February 26, 2025	8:30 a.m.-2:45 p.m.	Field #3
Thu. February 27, 2025	8:30 a.m.-2:45 p.m.	Field #3
Fri. February 28, 2025	8:30 a.m.-2:45 p.m.	Field #3
Mon. March 3, 2025	8:30 a.m.-2:45 p.m.	Field #3
Tue. March 4, 2025	8:30 a.m.-2:45 p.m.	Field #3
Wed. March 5, 2025	8:30 a.m.-2:45 p.m.	Field #3
Thu. March 6, 2025	8:30 a.m.-2:45 p.m.	Field #3
Fri. March 7, 2025	8:30 a.m.-2:45 p.m.	Field #3
Mon. March 10, 2025	8:30 a.m.-2:45 p.m.	Field #3
Tue. March 11, 2025	8:30 a.m.-2:45 p.m.	Field #3
Wed. March 12, 2025	8:30 a.m.-2:45 p.m.	Field #3
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Thu. March 27, 2025	8:30 a.m.-2:45 p.m.	Field #3

Fri. March 28, 2025	8:30 a.m.-2:45 p.m.	Field #3
Mon. March 31, 2025	8:30 a.m.-2:45 p.m.	Field #3
Tue. April 1, 2025	8:30 a.m.-2:45 p.m.	Field #3
Wed. April 2, 2025	8:30 a.m.-2:45 p.m.	Field #3
Thu. April 3, 2025	8:30 a.m.-2:45 p.m.	Field #3
Fri. April 4, 2025	8:30 a.m.-2:45 p.m.	Field #3
Mon. April 7, 2025	8:30 a.m.-2:45 p.m.	Field #3
Tue. April 8, 2025	8:30 a.m.-2:45 p.m.	Field #3
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Mon. April 28 2025	8:30 a.m.-2:45 p.m.	Field #3
Tue. April 29, 2025	8:30 a.m.-2:45 p.m.	Field #3
Wed. April 30, 2025	8:30 a.m.-2:45 p.m.	Field #3
Thu. May 1, 2025	8:30 a.m.-2:45 p.m.	Field #3

Fri. May 2, 2025	8:30 a.m.-2:45 p.m.	Field #3
Mon. May 5, 2025	8:30 a.m.-2:45 p.m.	Field #3
Tue. May 6, 2025	8:30 a.m.-2:45 p.m.	Field #3
Wed. May 7, 2025	8:30 a.m.-2:45 p.m.	Field #3
Thu. May 8, 2025	8:30 a.m.-2:45 p.m.	Field #3
Fri. May 9, 2025	8:30 a.m.-2:45 p.m.	Field #3
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Thu. May 29, 2025	8:30 a.m.-2:45 p.m.	Field #3
Fri. May 30, 2025	8:30 a.m.-2:45 p.m.	Field #3
Mon. June 2, 2025	8:30 a.m.-2:45 p.m.	Field #3
Tue. June 3, 2025	8:30 a.m.-2:45 p.m.	Field #3
Wed. June 4, 2025	8:30 a.m.-2:45 p.m.	Field #3
Thu. June 5, 2025	8:30 a.m.-2:45 p.m.	Field #3

Fri. June 6, 2025	8:30 a.m.-2:45 p.m.	Field #3
Mon. June 9, 2025	8:30 a.m.-2:45 p.m.	Field #3
Tue. June 10, 2025	8:30 a.m.-2:45 p.m.	Field #3
Wed. June 11, 2025	8:30 a.m.-2:45 p.m.	Field #3
Thu. June 12, 2025	8:30 a.m.-2:45 p.m.	Field #3
Fri. June 13, 2025	8:30 a.m.-2:45 p.m.	Field #3

EXHIBIT "A"

Upon Association approval, User Group is licensed to use the facilities stated below for the purposes described in and subject to the conditions of the Limited Use & Maintenance Agreement attached hereto, during the days and hours listed below.

Facility Name: WOODFIELD PARK

Number of concession stands, if any: 0

AVCA approval (initial): KO

<u>DATES</u>	<u>TIME</u>	<u>LOCATION</u>
Wed. September 4, 2024	8:30 a.m.-2:45 p.m.	Field #1
Thu. September 5, 2024	8:30 a.m.-2:45 p.m.	Field #1
Fri. September 6, 2024	8:30 a.m.-2:45 p.m.	Field #1
Mon. September 9, 2024	8:30 a.m.-2:45 p.m.	Field #1
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Mon. September 30, 2024	8:30 a.m.-2:45 p.m.	Field #1
Tue. October 1, 2024	8:30 a.m.-2:45 p.m.	Field #1
Wed. October 2, 2024	8:30 a.m.-2:45 p.m.	Field #1
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Mon. November 11, 2024	8:30 a.m.-2:45 p.m.	Field #1
Tue. November 12, 2024	8:30 a.m.-2:45 p.m.	Field #1
Wed. November 13, 2024	8:30 a.m.-2:45 p.m.	Field #1
Thu. November 14, 2024	8:30 a.m.-2:45 p.m.	Field #1
Fri. November 15, 2024	8:30 a.m.-2:45 p.m.	Field #1
Mon. November 18, 2024	8:30 a.m.-2:45 p.m.	Field #1
Tue. November 19, 2024	8:30 a.m.-2:45 p.m.	Field #1
Wed. November 20, 2024	8:30 a.m.-2:45 p.m.	Field #1
Thu. November 21, 2024	8:30 a.m.-2:45 p.m.	Field #1
Fri. November 22, 2024	8:30 a.m.-2:45 p.m.	Field #1
Mon. November 25, 2024	8:30 a.m.-2:45 p.m.	Field #1
Tue. November 26, 2024	8:30 a.m.-2:45 p.m.	Field #1
Wed. November 27, 2024	8:30 a.m.-2:45 p.m.	Field #1
Thu. November 28, 2024	8:30 a.m.-2:45 p.m.	Field #1
Fri. November 29, 2024	8:30 a.m.-2:45 p.m.	Field #1
Mon. December 2, 2024	8:30 a.m.-2:45 p.m.	Field #1
Tue. December 3, 2024	8:30 a.m.-2:45 p.m.	Field #1
Wed. December 4, 2024	8:30 a.m.-2:45 p.m.	Field #1
Thu. December 5, 2024	8:30 a.m.-2:45 p.m.	Field #1
Fri. December 6, 2024	8:30 a.m.-2:45 p.m.	Field #1

Mon. December 9, 2024	8:30 a.m.-2:45 p.m.	Field #1
Tue. December 10, 2024	8:30 a.m.-2:45 p.m.	Field #1
Wed. December 11, 2024	8:30 a.m.-2:45 p.m.	Field #1
Mon. January 13, 2025	8:30 a.m.-2:45 p.m.	Field #1
Tue. January 14, 2025	8:30 a.m.-2:45 p.m.	Field #1
Wed. January 15, 2025	8:30 a.m.-2:45 p.m.	Field #1
Thu. January 16, 2025	8:30 a.m.-2:45 p.m.	Field #1
Fri. January 17, 2025	8:30 a.m.-2:45 p.m.	Field #1
Mon. January 20, 2025	8:30 a.m.-2:45 p.m.	Field #1
Tue. January 21, 2025	8:30 a.m.-2:45 p.m.	Field #1
Wed. January 22, 2025	8:30 a.m.-2:45 p.m.	Field #1
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Tue. January 28, 2025	8:30 a.m.-2:45 p.m.	Field #1
Wed. January 29, 2025	8:30 a.m.-2:45 p.m.	Field #1
Thu. January 30, 2025	8:30 a.m.-2:45 p.m.	Field #1
Fri. January 31, 2025	8:30 a.m.-2:45 p.m.	Field #1
Mon. February 3, 2025	8:30 a.m.-2:45 p.m.	Field #1
Tue. February 4, 2025	8:30 a.m.-2:45 p.m.	Field #1
Wed. February 5, 2025	8:30 a.m.-2:45 p.m.	Field #1
Thu. February 6, 2025	8:30 a.m.-2:45 p.m.	Field #1
Fri. February 7, 2025	8:30 a.m.-2:45 p.m.	Field #1
Mon. February 10, 2025	8:30 a.m.-2:45 p.m.	Field #1
Tue. February 11, 2025	8:30 a.m.-2:45 p.m.	Field #1

Wed. February 12, 2025	8:30 a.m.-2:45 p.m.	Field #1
Thu. February 13, 2025	8:30 a.m.-2:45 p.m.	Field #1
Fri. February 14, 2025	8:30 a.m.-2:45 p.m.	Field #1
Mon. February 17, 2025	8:30 a.m.-2:45 p.m.	Field #1
Tue. February 18, 2025	8:30 a.m.-2:45 p.m.	Field #1
Wed. February 19, 2025	8:30 a.m.-2:45 p.m.	Field #1
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Tue. February 25, 2025	8:30 a.m.-2:45 p.m.	Field #1
Wed. February 26, 2025	8:30 a.m.-2:45 p.m.	Field #1
Thu. February 27, 2025	8:30 a.m.-2:45 p.m.	Field #1
Fri. February 28, 2025	8:30 a.m.-2:45 p.m.	Field #1
Mon. March 3, 2025	8:30 a.m.-2:45 p.m.	Field #1
Tue. March 4, 2025	8:30 a.m.-2:45 p.m.	Field #1
Wed. March 5, 2025	8:30 a.m.-2:45 p.m.	Field #1
Thu. March 6, 2025	8:30 a.m.-2:45 p.m.	Field #1
Fri. March 7, 2025	8:30 a.m.-2:45 p.m.	Field #1
Mon. March 10, 2025	8:30 a.m.-2:45 p.m.	Field #1
Tue. March 11, 2025	8:30 a.m.-2:45 p.m.	Field #1
Wed. March 12, 2025	8:30 a.m.-2:45 p.m.	Field #1
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Fri. March 28, 2025	8:30 a.m.-2:45 p.m.	Field #1
Mon. March 31, 2025	8:30 a.m.-2:45 p.m.	Field #1
Tue. April 1, 2025	8:30 a.m.-2:45 p.m.	Field #1
Wed. April 2, 2025	8:30 a.m.-2:45 p.m.	Field #1
Thu. April 3, 2025	8:30 a.m.-2:45 p.m.	Field #1
Fri. April 4, 2025	8:30 a.m.-2:45 p.m.	Field #1
Mon. April 7, 2025	8:30 a.m.-2:45 p.m.	Field #1
Tue. April 8, 2025	8:30 a.m.-2:45 p.m.	Field #1
Wed. April 9, 2025	8:30 a.m.-2:45 p.m.	Field #1
Thu. April 10, 2025	8:30 a.m.-2:45 p.m.	Field #1
Fri. April 11, 2025	8:30 a.m.-2:45 p.m.	Field #1
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Mon. April 28 2025	8:30 a.m.-2:45 p.m.	Field #1
Tue. April 29, 2025	8:30 a.m.-2:45 p.m.	Field #1
Wed. April 30, 2025	8:30 a.m.-2:45 p.m.	Field #1
Thu. May 1, 2025	8:30 a.m.-2:45 p.m.	Field #1
Fri. May 2, 2025	8:30 a.m.-2:45 p.m.	Field #1
Mon. May 5, 2025	8:30 a.m.-2:45 p.m.	Field #1
Tue. May 6, 2025	8:30 a.m.-2:45 p.m.	Field #1
Wed. May 7, 2025	8:30 a.m.-2:45 p.m.	Field #1
Thu. May 8, 2025	8:30 a.m.-2:45 p.m.	Field #1
Fri. May 9, 2025	8:30 a.m.-2:45 p.m.	Field #1
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Mon. May 26, 2025	8:30 a.m.-2:45 p.m.	Field #1
Tue. May 27, 2025	8:30 a.m.-2:45 p.m.	Field #1

Wed. May 28, 2025	8:30 a.m.-2:45 p.m.	Field #1
Thu. May 29, 2025	8:30 a.m.-2:45 p.m.	Field #1
Fri. May 30, 2025	8:30 a.m.-2:45 p.m.	Field #1
Mon. June 2, 2025	8:30 a.m.-2:45 p.m.	Field #1
Tue. June 3, 2025	8:30 a.m.-2:45 p.m.	Field #1
Wed. June 4, 2025	8:30 a.m.-2:45 p.m.	Field #1
Thu. June 5, 2025	8:30 a.m.-2:45 p.m.	Field #1
Fri. June 6, 2025	8:30 a.m.-2:45 p.m.	Field #1
Mon. June 9, 2025	8:30 a.m.-2:45 p.m.	Field #1
Tue. June 10, 2025	8:30 a.m.-2:45 p.m.	Field #1
Wed. June 11, 2025	8:30 a.m.-2:45 p.m.	Field #1
Thu. June 12, 2025	8:30 a.m.-2:45 p.m.	Field #1
Fri. June 13, 2025	8:30 a.m.-2:45 p.m.	Field #1

EXHIBIT "B"

FEE STRUCTURE

NOTE: A fee of \$16.00 per hour will be charged for the use of sports lighting.

<u>Park</u>	<u>Number of Fields</u>	<u>Fee (per field/month)</u>	<u>Total</u>
Foxborough	1	\$400.00/field/month	\$3,800.00
Woodfield	1	\$400.00/field/month	\$3,800.00
Amount Due to AVCA:			\$7,600.00

2023-24 Education Protection Account
Program by Resource Report
Expenditures by Function - Detail

Journey School
Expenditures through: June 30, 2024
For Fund 01, Resource 1400 Education Protection Account

Description	Object Codes	Amount
AMOUNT AVAILABLE FOR THIS FISCAL YEAR		
Adjusted Beginning Fund Balance	9791-9795	0.00
Revenue Limit Sources	8010-8099	109,942.00
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
TOTAL AVAILABLE		109,942.00
EXPENDITURES AND OTHER FINANCING USES		
(Objects 1000-7999)		
Instruction	1000-1999	109,942.00
Instruction-Related Services		
Instructional Supervision and Administration	2100-2150	0.00
AU of a Multidistrict SELPA	2200	0.00
Instructional Library, Media, and Technology	2420	0.00
Other Instructional Resources	2490-2495	0.00
School Administration	2700	0.00
Pupil Services		
Guidance and Counseling Services	3110	0.00
Psychological Services	3120	0.00
Attendance and Social Work Services	3130	0.00
Health Services	3140	0.00
Speech Pathology and Audiology Services	3150	0.00
Pupil Testing Services	3160	0.00
Pupil Transportation	3600	0.00
Food Services	3700	0.00
Other Pupil Services	3900	0.00
Ancillary Services	4000-4999	0.00
Community Services	5000-5999	0.00
Enterprise	6000-6999	0.00
General Administration	7000-7999	0.00
Plant Services	8000-8999	0.00
Other Outgo	9000-9999	0.00
TOTAL EXPENDITURES AND OTHER FINANCING USES		109,942.00
BALANCE (Total Available minus Total Expenditures and Other Financing Uses)		0.00

JOURNEY SCHOOL

TITLE IX POLICY PROHIBITING DISCRIMINATION ON THE BASIS OF SEX

This Title IX Policy Prohibiting Discrimination on the Basis of Sex (“Policy”) contains the policies and grievance procedures of Journey School (“Journey” or “Charter School”) to prevent and address sex discrimination, including but not limited to sexual harassment, sex-based hostile environment harassment, discrimination based on pregnancy or related conditions, sex-based discrimination in access to athletics or educational resources, and retaliation against a person who has reported sex discrimination.

Journey does not discriminate on the basis of sex and prohibits any acts of sex discrimination in any education program or activity that it operates, as required by California law, Title IX (20 U.S.C. § 1681 *et seq.*) and the Title IX regulations (34 C.F.R. Part 106), including in admission and employment.¹ Journey will take actions to promptly and effectively end any sex discrimination in its education program or activity, prevent its recurrence, and remedy its effects.

This Policy applies to conduct occurring in Journey’s education programs or activities on or after August 1, 2024 including but not limited to incidents occurring on the school campus, during school-sponsored events and activities regardless of the location, and through school-owned technology, whether perpetrated by a student, parent/guardian, employee, volunteer, independent contractor or other person with whom Journey does business.

Inquiries about the application of Title IX and 34 C.F.R. Part 106 (hereinafter collectively referred to as “Title IX”) may be referred to the Journey Title IX Coordinator, the Office for Civil Rights of the U.S. Department of Education, or both.

Definitions

Prohibited Sex Discrimination

Title IX and California law prohibit discrimination on the basis of sex, including sex-based harassment and differences in the treatment of similarly situated individuals on the basis of sex with regard to any aspect of services, benefits, or opportunities provided by Journey. Discrimination on the basis of sex includes discrimination on the basis of sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity.

Prohibited Sex-Based Harassment

Under Title IX, “sex-based harassment” means conduct on the basis of sex that satisfies one or more of the following:

- Quid pro quo harassment occurs when an employee, agent, or other person authorized by Journey to provide an aid, benefit, or service under Journey’s education program or activity explicitly or impliedly conditions the provision of such an aid, benefit, or service on a person’s participation in unwelcome sexual conduct.

¹ Journey complies with all applicable state and federal laws and regulations and local ordinances in its investigation of and response to reports and complaints of misconduct prohibited by this Policy.

- Hostile environment harassment is unwelcome sex-based conduct that, based on the totality of the circumstances, is subjectively and objectively offensive and is so severe or pervasive that it limits or denies a person's ability to participate in or benefit from Journey's education program or activity (i.e., creates a hostile environment). Whether a hostile environment has been created is a fact-specific inquiry that includes consideration of the following:
 - The degree to which the conduct affected the complainant's ability to access Journey's education program or activity;
 - The type, frequency, and duration of the conduct;
 - The parties' ages, roles within Journey's education program or activity, previous interactions, and other factors about each party that may be relevant to evaluating the effects of the conduct;
 - The location of the conduct and the context in which the conduct occurred; and
 - Other sex-based harassment in Journey's education program or activity.
- Sexual assault, meaning an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation.
- Dating violence, meaning violence committed by a person:
 - Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
 - Where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - The length of the relationship;
 - The type of relationship; and
 - The frequency of interaction between the persons involved in the relationship.
- Domestic violence, meaning felony or misdemeanor crimes committed by a person who:
 - Is a current or former spouse or intimate partner of the victim under applicable family or domestic violence laws, or a person similarly situated to a spouse of the victim;
 - Is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner;
 - Shares a child in common with the victim; or
 - Commits acts against a youth or adult victim who is protected from those acts under applicable family or domestic violence laws.
- Stalking, meaning engaging in a course of conduct directed at a specific person that would cause a reasonable person to:
 - Fear for the person's safety or the safety of others; or
 - Suffer substantial emotional distress.

Under California Education Code section 212.5, sexual harassment consists of conduct on the basis of sex, including but not limited to unwelcome sexual advances, requests for sexual favors and

other verbal or physical conduct on the basis of sex, regardless of whether or not the conduct is motivated by sexual desire, when: (a) submission to the conduct is explicitly or implicitly made a term or a condition of an individual's employment, education, academic status, or progress; (b) submission to, or rejection of, the conduct by the individual is used as the basis of employment, educational or academic decisions affecting the individual; (c) the conduct has the purpose or effect of having a negative impact upon the individual's work or academic performance, or of creating an intimidating, hostile, or offensive work or educational environment; and/or (d) 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 Journey.

Examples of conduct that may fall within the Title IX definition of sex-based harassment, the Education Code definition of sexual harassment, or both:

- Physical assaults of a sexual or sex-based nature, such as:
 - Rape, sexual battery, molestation or attempts to commit these assaults.
 - Intentional physical conduct that is sex-based or sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, poking another's body, violence, intentionally blocking normal movement or interfering with work or school because of sex.
- Unwanted sexual advances or propositions, derogatory sex-based comments, or other sex-based conduct, such as:
 - Sexually oriented or sex-based gestures, notices, epithets, slurs, remarks, jokes, or comments about a person's sexuality or sexual experience.
 - Preferential treatment or promises of preferential treatment to an individual for submitting to sexual conduct, including soliciting or attempting to solicit any individual to engage in sexual activity for compensation or reward or deferential treatment for rejecting sexual conduct.
 - Subjecting or threats of subjecting a student or employee to unwelcome sexual attention or conduct or intentionally making the student's or employee's performance more difficult because of the student's or the employee's sex.
 - Retaliation against an individual who has articulated a good faith concern about sex-based harassment.
- Sexual or discriminatory displays or publications anywhere in the work or educational environment, such as:
 - Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing or possessing any such material to read, display or view in the work or educational environment.
 - Reading publicly or otherwise publicizing in the work or educational environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic.

Adopted/Ratified: [INSERT]

Revision Date: [INSERT]

- Displaying signs or other materials purporting to segregate an individual by sex in an area of the work or educational environment (other than restrooms or similar rooms).

The illustrations above are not to be construed as an all-inclusive list of sex-based harassment acts prohibited under this Policy.

Complainant means a student or employee who is alleged to have been subjected to conduct that could constitute sex-based discrimination, or a person other than a student or employee who is alleged to have been subjected to conduct that could constitute sex discrimination and who was participating or attempting to participate in Journey's education program or activity at the time of the alleged sex discrimination. Complaints may also be made by: (1) a parent, guardian, or other authorized legal representative with the legal right to act on behalf of a complainant; or (2) Journey's Title IX Coordinator. For complaints of sex discrimination other than sex-based harassment, complaints can also be made by any student, employee, or other person who was participating or attempting to participate in Journey's education program or activity at the time of the alleged sex discrimination.

Complaint means an oral or written request to Journey that objectively can be understood as a request for Journey to investigate and make a determination about alleged sex discrimination.

Confidential Employee means an employee of Journey whose communications are privileged or confidential under Federal or State law (e.g., a licensed therapist or psychologist, etc.) or an employee whom Journey has designated as confidential under Title IX for the purpose of providing services to persons related to sex discrimination.

Party means a complainant or respondent.

Respondent means a person who is alleged to have violated Journey's prohibition on sex discrimination.

Supportive Measures are individualized measures offered as appropriate, as reasonably available, without unreasonably burdening a complainant or respondent, not for punitive or disciplinary reasons, and without fee or charge to a party to (1) restore or preserve that party's access to Journey's education program or activity, including measures that are designed to protect the safety of the parties or Journey's educational environment; or (2) provide support during Journey's grievance procedures or during an informal resolution process.

Title IX Coordinator

The Board of Directors of Journey ("Board") has designated the following employee as the Title IX Coordinator ("Coordinator"):

Gavin Keller
Executive Director
27102 Foxborough, Aliso Viejo, CA 92656

Adopted/Ratified: [INSERT]

Revision Date: [INSERT]

gavin@journeyschool.net

(949) 448-7232

In the event the above-named individual becomes unavailable or unable to serve as the Coordinator, the Board has designated the following employee to serve as a temporary or interim Coordinator until a new Coordinator is designated:

Shelley Kelley

Education Director

27102 Foxborough, Aliso Viejo, CA 92656

shelley@journeyschool.net

(949) 448-7232

The Coordinator is responsible for coordinating Journey's efforts to comply with the requirements of Title IX, receiving reports and complaints of sex discrimination and inquiries about the application of Title IX, addressing reports and complaints of sex discrimination and taking other actions as required by this Policy, monitoring for barriers to reporting conduct that reasonably may constitute sex discrimination, and taking steps reasonably calculated to address such barriers.

The Coordinator may serve as an investigator and/or decisionmaker for complaints, except in cases where doing so would constitute a conflict of interest. The Coordinator may delegate one or more of their duties to one or more designees who have received the required Title IX training and do not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. However, the Coordinator must at all times retain ultimate oversight over those responsibilities and ensure Journey's consistent compliance with Title IX.

Reporting Sex Discrimination

All employees who are not a confidential employee must promptly notify the Coordinator when the employee has information about conduct that reasonably may constitute sex discrimination under Title IX. This requirement does not apply to an employee when the employee is the person who was subjected to the conduct that reasonably may constitute sex discrimination.

Students are expected to report all incidents of misconduct prohibited by this Policy. Any student who feels they are a target of such behavior should immediately contact a teacher, counselor, the Executive Director, Coordinator, a staff person or a family member so that the student can get assistance in resolving the issue in a manner that is consistent with this Policy.

Complaints regarding such misconduct may also be made to the U.S. Department of Education, Office for Civil Rights. Civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders may also be available to complainants.

While submission of a written report is not required, the reporting party is encouraged to submit a written report to the Coordinator. Journey will promptly and effectively investigate and respond to all oral and written complaints and reports of misconduct prohibited by this Policy. Reports may

be made anonymously, but formal disciplinary action cannot be based solely on an anonymous report.

Privacy

Journey acknowledges and respects every individual's right to privacy. All reports and complaints shall be investigated in a manner that protects the confidentiality of the parties and the integrity of the process to the greatest extent possible. This includes but is not limited to keeping the identity of the reporter and other personally identifiable information confidential, as appropriate, except to the extent necessary to comply with the law, carry out the investigation and/or to resolve the issue, as determined by the Coordinator or designee on a case-by-case basis.

Retaliation

Journey prohibits any form of retaliation against any individual who files a report or complaint, testifies, assists, participates, or refuses to participate in any investigation or proceeding related to misconduct prohibited by this Policy. Such participation or lack of participation shall not in any way affect the status, grades, or work assignments of the individual. Individuals alleging retaliation in violation of this Policy may file a complaint in accordance with the grievance procedures set forth in this Policy.

Nothing in this Policy precludes Journey from requiring an employee or other person authorized by Journey to provide aid, benefit, or service under Journey's education program or activity to participate as a witness in, or otherwise assist with, an investigation or proceeding under this Policy.

Coordinator's Response to Reports of Sex Discrimination

When notified of conduct that reasonably may constitute sex discrimination, the Coordinator or designee must:

- Treat complainants and respondents equitably;
- Promptly offer and coordinate supportive measures, as appropriate, for the complainant;
- If grievance procedures are initiated or an informal resolution process is offered; offer and coordinate supportive measures, as appropriate, for the respondent; and
- Notify the complainant or, if the complainant is unknown, the reporting individual, of the grievance procedures and informal resolution process, if available and appropriate. If a complaint is made, the Coordinator will notify the respondent of the same.

In response to a complaint, the Coordinator will initiate the grievance procedures, or the informal resolution process if available, appropriate, and requested by all parties. In the absence of a complaint or the withdrawal of any or all of the allegations in a complaint, and in the absence or termination of an informal resolution process, the Coordinator must determine whether to initiate a complaint by considering, at a minimum:

- Complainant's request not to proceed with a complaint and the complainant's reasonable safety concerns;
- Risk that additional acts of sex-based discrimination would occur if a complaint is not initiated;

- Severity of the alleged conduct, including whether the discrimination, if established, would require removal or discipline of a respondent to end the discrimination and prevent its recurrence;
- The age and relationship of the parties, including whether the respondent is an employee;
- The scope of the alleged conduct including but not limited to whether there is a pattern, ongoing conduct, or impact to multiple individuals;
- The availability of evidence and the complainant's willingness to participate in the grievance procedures; and
- Whether Journey could end the alleged sex discrimination and prevent its recurrence without initiating its grievance procedures.

The Coordinator may initiate a complaint if the conduct as alleged presents an imminent and serious threat to the health or safety of the complainant or other person, or prevents Journey from ensuring equal access on the basis of sex to its education program or activity. The Coordinator or designee must notify the complainant before initiating a complaint and appropriately address reasonable safety concerns, including by providing supportive measures.

The Coordinator will take other appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur within Journey's education program or activity.

Supportive Measures

Once notified of conduct that reasonably may constitute sex discrimination under Title IX, the Coordinator or designee will promptly contact the complainant to offer and coordinate supportive measures, as appropriate, for the complainant. If the grievance procedures are initiated or informal resolution is offered, the Coordinator or designee will offer and coordinate supportive measures, as appropriate, for the respondent.

Supportive measures may include but are not limited to: counseling; extensions of deadlines and other course-related adjustments; campus escort services; increased security and monitoring of certain areas of the campus; restrictions on contact applied to one or more parties; leaves of absence; changes in class, work, housing, or extracurricular or any other activity, regardless of whether there is or is not a comparable alternative; and training and education programs related to sex-based harassment.

Supportive measures must not unreasonably burden either party or be imposed for punitive or disciplinary reasons. Supportive measures will be designed to protect the safety of the parties or Journey's educational environment, or to provide support during the grievance procedures or the informal resolution process.

Parties may contact the Coordinator to discuss modification of any supportive measures. Parties also have the opportunity to seek modification or termination of a supportive measure applicable to them if circumstances change materially.

If the party is not satisfied with the Coordinator's decision on the request to modify supportive

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measures, the party may contact Grace LaHatt (Human Resources and Office Manager), who is an appropriate and impartial employee or who may designate such an employee, to seek modification or reversal of Journey's decision to provide, deny, modify, or terminate supportive measures applicable to them. The impartial employee is someone other than the Coordinator who made the challenged decision and has the authority to modify or reverse the decision.

If a party is a student with a disability, the Coordinator must consult with one or more members of the student's IEP Team and 504 Team, if any, in the implementation of supportive measures for that student.

Informal Resolution

At any time prior to determining whether sex discrimination occurred under Journey's Title IX grievance procedures, Journey may offer an informal resolution process to the parties. Journey does not offer or facilitate informal resolution to resolve a complaint that includes allegations that an employee engaged in sex-based harassment of an elementary school or secondary school student, or when such a process would conflict with Federal, State, or local law.

Before initiation of the informal resolution process, the parties will be provided with notice that explains:

- The allegations;
- The requirements of the informal resolution process;
- The right to withdraw and initiate or resume the grievance procedures;
- That the parties' agreement to a resolution at the conclusion of the informal resolution process precludes the parties' use of the grievance procedures arising from the same allegations;
- The potential terms that may be requested or offered in an informal resolution agreement (e.g., restrictions on contact and participation in activities or events) including notice that an informal resolution agreement is binding only on the parties; and
- What information is retained and whether and how it may be disclosed by Journey for use in grievance procedures if the grievance procedures are initiated or resumed.

Parties will not be required or pressured to agree to participate in the informal resolution process. Journey will obtain the parties' voluntary consent to participate in the informal resolution process. Parties may end the informal resolution process and proceed with the grievance procedures at any time.

The facilitator of the informal resolution process will not be the same person as the investigator or the decisionmaker in the grievance procedures. The facilitator cannot have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. The Coordinator will take appropriate prompt and effective steps to ensure sex discrimination does not continue or recur.

Grievance Procedures

Scope and General Requirements

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Journey has adopted these grievance procedures to provide for the prompt and equitable resolution of complaints made by students, employees, or other individuals who are participating or attempting to participate in Journey's education program or activity, or by the Title IX Coordinator, alleging any action that would be prohibited by Title IX. Upon receipt of a complaint, the Coordinator or designee will promptly initiate these grievance procedures, or the informal resolution process if available, appropriate, and requested by all parties.

Journey requires that any Title IX Coordinator, investigator, or decisionmaker not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. A decisionmaker may be the same person as the Coordinator or investigator.

Journey will treat complainants and respondents equitably. Journey presumes that the respondent is not responsible for the alleged sex discrimination until a determination is made at the conclusion of its grievance procedures.

Journey may consolidate complaints of sex discrimination against more than one respondent, or by more than one complainant against one or more respondents, or by one party against another party, when the allegations of sex discrimination arise out of the same facts or circumstances.

Journey allows for the reasonable extension of timeframes on a case-by-case basis for good cause with notice to the parties that includes the reason for the delay. Requests for extensions must be submitted to the Coordinator in writing at least one (1) business day before the expiration of the timeframe. If a timeframe is extended, the Coordinator or designee will notify the parties of the new timeframe and the reason for the delay.

Journey will take reasonable steps to protect the privacy of the parties and witnesses during its grievance procedures. These steps will not restrict the ability of the parties to obtain and present evidence, including by speaking to witnesses; consult with their family members, confidential resources, or advisors; or otherwise prepare for or participate in the grievance procedures. The parties shall not engage in retaliation, including against witnesses.

Journey will objectively evaluate all evidence that is relevant and not otherwise impermissible—including both inculpatory and exculpatory evidence.² Credibility determinations will not be based on a person's status as a complainant, respondent, or witness.

If a party is a student with a disability, the Coordinator or designee must consult with one or more members, as appropriate, of the student's IEP Team and 504 Team, if any, to determine how to comply with the requirements of the Individuals with Disabilities Education Act ("IDEA") and Section 504 of the Rehabilitation Act of 1973 ("Section 504") throughout the grievance procedures.

Dismissal

² Inculpatory means tending to impute guilt or fault, and exculpatory means tending to absolve from guilt or fault.

In most cases, Journey will determine whether a complaint is dismissed within fifteen (15) business days of receipt of the complaint.

Journey may dismiss a complaint if:

- Journey is unable to identify the respondent after taking reasonable steps to do so;
- The respondent is not participating in Journey's education program or activity and is not employed by Journey;
- The complainant voluntarily withdraws any or all of the allegations in the complaint, the Coordinator declines to initiate a complaint, and Journey determines that, without the complainant's withdrawn allegations, the conduct that remains alleged in the complaint, if any, would not constitute sex discrimination under Title IX even if proven; or
- Journey determines the conduct alleged in the complaint, even if proven, would not constitute sex discrimination under Title IX. Prior to dismissing the complaint on this ground, Journey will make reasonable efforts to clarify the allegations with the complainant.

Upon dismissal, the Coordinator or designee must promptly notify the complainant in writing of the basis for the dismissal and the complainant's right to appeal the dismissal on the following grounds within five (5) business days of the dismissal notice:

- Procedural irregularity that would change the outcome;
- New evidence that would change the outcome and that was not reasonably available when the determination whether sex-based harassment occurred or dismissal was made; and
- The Coordinator, investigator, or decisionmaker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that would change the outcome.

If the dismissal occurs after the respondent has been notified of the allegations, then the Coordinator or designee must also simultaneously notify the respondent in writing of the dismissal, the basis for the dismissal, and the respondent's right to appeal the dismissal on the above grounds within five (5) business days of the dismissal notice.

If the complaint is dismissed, the Coordinator or designee will offer supportive measures to the complainant, as appropriate. The Coordinator or designee will also offer supportive measures to the respondent, as appropriate, if the respondent has been notified of the allegations. The Coordinator will continue to take appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur. Dismissal does not preclude action under another applicable Journey policy.

Appeal of a Dismissal

If a dismissal is timely appealed in accordance with this Policy, the Coordinator or designee will promptly notify the parties in writing of the appeal, including notice of the allegations if such notice was not previously provided to the respondent, the contact information for the decisionmaker for the appeal, and the parties' right to submit a statement to the decisionmaker of the appeal in support of, or challenging, the outcome within five (5) business days of the appeal notice.

The decisionmaker for the appeal will be someone who has received the required Title IX training and did not take part in an investigation of the allegations or dismissal of the complaint. The appeal procedures will be implemented equally for the parties. Within fifteen (15) business days of the appeal notice to the parties, the decisionmaker will notify the parties in writing of the result of the appeal and the rationale for the result.

Notice of the Allegations

Upon initiation of the grievance procedures, the Coordinator or designee will provide notice of the allegations to the parties whose identities are known. The notice will include:

- Journey's grievance procedures and any informal resolution process;
- Sufficient information available at the time to allow the parties to respond to the allegations. Sufficient information includes the identities of the parties involved in the incident(s), the conduct alleged to constitute sex discrimination under Title IX, and the date(s) and location(s) of the alleged incident(s), to the extent that information is available to Journey;
- A statement that retaliation is prohibited; and
- A statement that the parties are entitled to an equal opportunity to access the relevant and not otherwise impermissible evidence or an accurate description of this evidence; and if Journey provides a description of the evidence, the parties are entitled to an equal opportunity to access to the relevant and not otherwise impermissible evidence upon the request of any party.

Emergency Removal

Journey may place a non-student employee respondent on administrative leave during the pendency of the grievance procedures in accordance with Journey's policies.

Journey may remove a respondent from Journey's education program or activity on an emergency basis, in accordance with Journey's policies, provided that Journey undertakes an individualized safety and risk analysis, determines that an imminent and serious threat to the health or safety of any person arising from the allegations of sex discrimination justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal.

This provision must not be construed to modify any rights under the IDEA, Section 504, or the ADA.

Investigation

Investigations of complaints will be adequate, reliable, and impartial. In most cases, a thorough investigation will take no more than twenty-five (25) business days. Journey has the burden to conduct an investigation that gathers sufficient evidence to determine whether sex discrimination occurred. The investigator will review all evidence gathered through the investigation and determine what evidence is relevant and what evidence is impermissible regardless of relevance in accordance with Title IX.

The following types of evidence, and questions seeking that evidence, are impermissible (i.e., will not be used, accessed or considered, except by Journey to determine whether one of the exceptions listed below applies, and will not be disclosed), regardless of whether they are relevant:

- Evidence that is protected under a privilege recognized by Federal or State law or evidence provided to a confidential employee, unless the person to whom the privilege or confidentiality is owed has voluntarily waived the privilege or confidentiality;
- A party's or witness's records that are made or maintained by a physician, psychologist, or other recognized professional or paraprofessional in connection with the provision of treatment to the party or witness, unless Journey obtains that party's or witness's voluntary, written consent for use in the grievance procedures; and
- Evidence that relates to the complainant's sexual interests or prior sexual conduct, unless evidence about the complainant's prior sexual conduct is offered to prove that someone other than the respondent committed the alleged conduct or is evidence about specific incidents of the complainant's prior sexual conduct with the respondent that is offered to prove consent to the alleged sex-based harassment. The fact of prior consensual sexual conduct between the complainant and respondent does not by itself demonstrate or imply the complainant's consent to the alleged sex-based harassment or preclude determination that sex-based harassment occurred.

The parties will have an equal opportunity to present fact witnesses and other inculpatory and exculpatory evidence that is relevant and not otherwise impermissible and to access such evidence. The parties may submit a written response to the investigator within five (5) business days of being provided with access to the evidence or an accurate description of it. The parties' timely submitted written responses, if any, will be considered by the investigator and decisionmaker before a determination of responsibility is made.

Journey will take reasonable steps to prevent and address any unauthorized disclosure of information or evidence by the parties.

Determination of Responsibility

Before making a determination of responsibility, the decisionmaker may interview parties and witnesses to adequately assess a party's or witness's credibility to the extent credibility is in dispute and relevant to evaluating one or more allegations of sex discrimination.

Determinations will be based on an objective evaluation of all relevant and not otherwise impermissible evidence and credibility determinations will not be based on a person's status as a complainant, respondent, or witness. The standard of evidence used to determine responsibility is the preponderance of the evidence standard.

Within fifteen (15) business days of the expiration of the timeframe for the parties to submit a written response to the evidence or an accurate description of it, the decisionmaker will notify the parties in writing of the determination whether sex discrimination occurred including the rationale for such determination, and the procedures and permissible bases for the complainant and respondent to appeal.

Appeal of the Determination of Responsibility

Should a party find Journey's determination unsatisfactory, the party may, within five (5) business days of notice of Journey's determination, submit a written appeal to the Chair of the Journey Board, who will serve as the decisionmaker for the appeal or designate a decisionmaker for the appeal. The decisionmaker for the appeal must not have taken part in the investigation of the allegations.

The decisionmaker for the appeal will: 1) notify the other party of the appeal in writing; 2) implement appeal procedures equally for the parties; 3) allow the parties to submit a written statement in support of, or challenging, the outcome within five (5) business days of the appeal or notice of the appeal; and 4) within fifteen (15) business days of the appeal, issue a written decision to the parties describing the result of the appeal and the rationale for the result.

Consequences

Students or employees who engage in misconduct prohibited by this Policy may be subject to disciplinary action up to and including expulsion from Journey or termination of employment. If there is a determination that sex discrimination occurred, the Coordinator or designee will coordinate the provision and implementation of any remedies and/or disciplinary sanctions ordered by Journey including notification to the complainant of any such disciplinary sanctions. The Coordinator will take appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur within Journey's education program or activity.

No party, witness, or other person participating in Journey's grievance procedures will be disciplined for making a false statement or for engaging in consensual sexual conduct based solely on Journey's determination whether sex discrimination occurred.

Student Pregnancy and Related Conditions

Journey will not discriminate against any student or applicant based on their current, potential, or past pregnancy or related conditions. For more information about policies and procedures applicable to employees who are pregnant or have a related condition, please refer to the Journey employee handbook.

When a student, or a person who can legally act on behalf of the student, informs any employee of the student's pregnancy or related condition, unless the employee reasonably believes that the Coordinator has already been notified, the employee must promptly:

- Provide that person with the Coordinator's contact information; and
- Inform that person that the Coordinator can coordinate specific actions to prevent sex discrimination and ensure the student's equal access to Journey's education programs and activities.

If a student, or a person who has a legal right to act on behalf of the student, notifies the Coordinator of the student's pregnancy or related condition, the Coordinator or designee must promptly:

- Inform the student, and if applicable, the person who notified the Coordinator of the student's pregnancy or related conditions and has a legal right to act on behalf of the student, of Journey's obligations under:
 - 34 C.F.R. § 106.40(b)(1) through (5), which relates to the rights of students who are pregnant or have a related condition; and
 - 34 C.F.R. § 106.44(j), which includes rules on disclosures of personal information;
- Provide Journey's Title IX notice of nondiscrimination; and
- Consult with the student about potential reasonable modifications to policies, practices, or procedures as necessary to prevent sex discrimination and ensure equal access, and if the student accepts an offered reasonable modification, implement the modification.

A student who is pregnant or has a related condition will be provided with a lactation space other than a bathroom, that is clean, shielded from view, free from intrusion from others, and may be used for expressing breast milk or breastfeeding as needed.

A student who is pregnant or has a related condition may voluntarily take a leave of absence for the time deemed medically necessary by the student's licensed healthcare provider, or if the student so chooses, the time allowed under any Journey leave policy for which the student qualifies. A pregnant or parenting student is entitled to eight weeks of parental leave, which the student may take before the birth of the student's infant if there is a medical necessity and after childbirth during the school year in which the birth takes place, inclusive of any mandatory summer instruction, in order to protect the health of the student who gives or expects to give birth and the infant, and to allow the pregnant or parenting student to care for and bond with the infant.

Upon the student's return from leave, the student will be reinstated to the academic status, and, as practicable, to the extracurricular status that the student held when the leave began. The student will not be required to provide any kind of certification demonstrating their ability to physically participate in any class, program, or extracurricular activity unless:

- The certified level of physical ability or health is necessary for participation in the class, program, or extracurricular activity;
- Such certification is required of all students participating in the class, program, or extracurricular activity; and
- The information obtained is not used as a basis for sex discrimination.

Students who are pregnant or have a related condition will not be required to provide supporting documentation unless necessary and reasonable to determine reasonable modifications or additional actions related to lactation space, leaves of absence, or voluntary access to any available separate and comparable portion of the program.

Training

All supervisors of staff will receive sexual harassment training within six (6) months of their assumption of a supervisory position and will receive further training once every two (2) years thereafter. All employees, Coordinators and designees, investigators, decisionmakers, facilitators of the informal resolution process, and other persons who are responsible for implementing

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Journey's grievance procedures or have the authority to modify or terminate supportive measures will receive Title IX and sexual harassment training and/or instruction concerning sexual harassment as required by law.

Recordkeeping

Journey will maintain the following records for at least seven (7) years:

- For each complaint of sex discrimination, records documenting the informal resolution process or the grievance procedures, and the resulting outcome.
- For each notification the Coordinator receives of information about conduct that reasonably may constitute sex discrimination, records documenting the actions Journey took to meet its obligations under 34 C.F.R. § 106.44.
- All materials used to provide required Title IX training. Journey will make these training materials available upon request for inspection by members of the public.

The above records will be maintained in a secure location until destroyed in accordance with applicable laws and regulations.

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JOURNEY SCHOOL

TITLE IX SEX DISCRIMINATION AND HARASSMENT COMPLAINT FORM

Your Name: _____ Date: _____

Email Address: _____

Date of Alleged Incident(s): _____

Name of Person(s) you have a complaint against: _____

List any witnesses that were present: _____

Where did the incident(s) occur? _____

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e., specific statements and conduct; what, if any, physical contact was involved; any verbal statements etc.) (Attach additional pages, if needed):

I hereby authorize Journey to disclose the information I have provided as it finds necessary in pursuing its investigation. I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief.

Signature of Complainant

Date: _____

Print Name

To be completed by Journey:

Received by: _____

Date: _____

Follow up Meeting with Complainant held on: _____

JOURNEY SCHOOL

HARASSMENT, INTIMIDATION, DISCRIMINATION, AND BULLYING POLICY

Discrimination, harassment, intimidation, and bullying are all disruptive behaviors, which interfere with students' ability to learn, negatively affect student engagement, diminish school safety, and contribute to a hostile school environment. As such, Journey School ("Journey" or "Charter School") prohibits any acts of discrimination, harassment, intimidation, and bullying altogether.

As used in this policy, discrimination, harassment, intimidation, and bullying are described as the intentional conduct, including verbal, physical, written communication or cyber-bullying, including cyber sexual bullying, 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, locs, and twists), 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. Hereafter, such actions are referred to as "misconduct prohibited by this Policy."

To the extent possible, Journey will make reasonable efforts to prevent students from being discriminated against, harassed, intimidated, and/or bullied, and will take action to investigate, respond, address and report on such behaviors in a timely manner. Journey school staff who witness acts of misconduct prohibited by this Policy will take immediate steps to intervene when safe to do so.

This policy applies to incidents occurring on the school campus, at school-sponsored events and activities regardless of the location, through school-owned technology, and through other electronic means, whether perpetrated by a student, employee, parent/guardian, volunteer, independent contractor or other person with whom Journey does business, and all acts of Journey's Governing Board ("School Council") in enacting policies and procedures that govern Journey.¹

Journey complies with all applicable state and federal laws and regulations and local ordinances in its investigation of and response to reports of misconduct prohibited by this Policy.

Definitions

Harassment means conduct based upon one or more of the protected characteristics listed above that is severe or pervasive, which unreasonably disrupts an individual's educational or work environment or that creates a hostile educational or work environment. Harassment includes, but is not limited to:

¹ This policy becomes effective on August 22, 2024. Conduct occurring before August 22, 2024 will be addressed in accordance with the former version of this policy"

- Verbal conduct such as epithets, derogatory jokes, comments or slurs.
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work or school based on any of the protected characteristics listed above.
- Retaliation for reporting or threatening to report harassment.
- Deferential or preferential treatment based on any of the protected characteristics listed above.

Bullying is defined as any 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 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:

- Placing a reasonable student² or students in fear of harm to that student's or those students' person or property.
- Causing a reasonable student to experience a substantially detrimental effect on the student's physical or mental health.
- Causing a reasonable student to experience a substantial interference with the student's academic performance.
- 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 Journey.

Cyberbullying is an electronic act that includes the transmission of harassing communication, direct threats, or other harmful texts, sounds, video or images on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.

Electronic act means the creation or transmission originated on or off the schoolsite, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

- A message, text, sound, video, or image.
- A post on a social network Internet Web site including, but not limited to:
 - Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in the definition of "bullying," above.
 - Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in the definition of "bullying," above.

² "Reasonable student" is defined as a student, including, but not limited to, a student with exceptional needs, who exercises average care, skill and judgment in conduct for a person of the student's age, or for a person of the student's age with the student's exceptional needs.

“Credible impersonation” means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.

- Creating a false profile for the purpose of having one or more of the effects listed in the definition of “bullying,” above. “False profile” means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.
- An act of “Cyber sexual bullying” including, but not limited to:
 - The dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in definition of “bullying,” above. A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
 - “Cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
- Notwithstanding the definitions of “bullying” and “electronic act” above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

Bullying and Cyberbullying Prevention Procedures

Journey has adopted the following procedures for preventing acts of bullying, including cyberbullying.

Cyberbullying Prevention Procedures

Journey advises students:

- To never share passwords, personal data, or private photos online.
- To think about what they are doing carefully before posting and by emphasizing that comments cannot be retracted once they are posted.
- That personal information revealed on social media can be shared with anyone including parents, teachers, administrators, and potential employers. Students should never reveal information that would make them uncomfortable if the world had access to it.
- To consider how it would feel receiving such comments before making comments about others online.

Journey informs its employees, students, and parents/guardians of Journey’s policies regarding the use of technology in and out of the classroom. Journey encourages parents/guardians to discuss these policies with their children to ensure their children understand and comply with such policies.

Education

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Journey employees cannot always be present when bullying incidents occur, so educating students about bullying is a key prevention technique to limit bullying from happening. Journey advises students that hateful and/or demeaning behavior is inappropriate and unacceptable in our society and at Journey and encourages students to practice compassion and respect each other.

Journey educates students to accept all student peers regardless of protected characteristics (including but not limited to actual or perceived sexual orientation, gender identification, physical or cognitive disabilities, race, ethnicity, religion, and immigration status) and about the negative impact of bullying other students based on protected characteristics.

Journey's bullying prevention education will also help students develop confidence and learn how to advocate for themselves and others, and when to go to an adult for help.

Journey informs Journey employees, students, and parents/guardians of this Policy and encourages parents/guardians to discuss this Policy with their children to ensure their children understand and comply with this Policy.

Professional Development

Journey annually makes available the online training module developed by the California Department of Education pursuant Education Code section 32283.5(a) to its certificated employees and all other Journey employees who have regular interaction with students. That training is linked here:

<https://www.cde.ca.gov/ls/ss/se/bullyres.asp>

Journey informs certificated employees about the common signs that a student is a target of bullying including:

- Physical cuts or injuries
- Lost or broken personal items
- Fear of going to school/practice/games
- Loss of interest in school, activities, or friends
- Trouble sleeping or eating
- Anxious/sick/nervous behavior or distracted appearance
- Self-destructiveness or displays of odd behavior
- Decreased self-esteem

Journey also informs certificated employees about the groups of students determined by Journey and available research to be at elevated risk for bullying and provides its certificated employees with information on existing school and community resources related to the support of these groups. These groups include but are not limited to:

- Students who are lesbian, gay, bisexual, transgender, or questioning youth (“LGBTQ”) and those youth perceived as LGBTQ; and
- Students with physical or learning disabilities.

Journey encourages its employees to demonstrate effective problem-solving, anger management, and self-confidence skills for Journey's students.

Complaint Procedures

Scope of the Complaint Procedures

Journey will comply with its Uniform Complaint Procedures (“UCP”) policy when investigating and responding to complaints alleging unlawful harassment, discrimination, intimidation or bullying against a protected group or on the basis of a person’s association with a person or group with one or more of the protected characteristics set forth in the UCP that:

- Are written and signed;
- Filed by an individual who alleges that they have personally suffered unlawful discrimination, harassment, intimidation or bullying, or by one who believes any specific class of individuals has been subjected to discrimination, harassment, intimidation or bullying based on a protected characteristic, or by a duly authorized representative who alleges that an individual student has been subjected to discrimination, harassment, intimidation, or bullying; and
- Submitted to the Journey UCP Compliance Officer not later than six (6) months from the date the alleged unlawful discrimination, harassment, intimidation or bullying occurred, or the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation or bullying.

Journey will comply with its Title IX Policy when investigating and responding to complaints alleging sex discrimination, including sex-based harassment, in its education program or activity, as applicable.

The following procedures shall be utilized for complaints of misconduct prohibited by this Policy that do not fall within the scope of Journey’s Title IX Policy or comply with the writing, timeline, or other formal filing requirements of the UCP. A copy of Journey’s Title IX Policy and UCP is available on the school website

Submitting a Report or Complaint

All staff are expected to provide appropriate supervision to enforce standards of conduct and, if they observe or become aware of misconduct prohibited by this Policy, to intervene when safe to do so, call for assistance, and report such incidents. The School Council requires staff to follow the procedures in this Policy for reporting alleged acts of misconduct prohibited by this Policy.

Reports and complaints of misconduct prohibited by this Policy shall be submitted to the Executive Director (or the Vice President of the School Council if the complaint is against the Executive Director) as soon as possible after the incidents giving rise to the report or complaint.

Complaints regarding such misconduct may also be made to the U.S. Department of Education, Office for Civil Rights. Civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders may also be available to complainants.

While submission of a written report is not required, and Journey will investigate and respond to all oral and written reports of misconduct prohibited by this Policy, the reporting party is

encouraged to submit a written report. Reports may be made anonymously, but formal disciplinary action cannot be based solely on an anonymous report.

Students are expected to report all incidents of misconduct prohibited by this Policy and other verbal or physical abuses. Any student who feels they are a target of such behavior should immediately contact a teacher, counselor, the Executive Director, a staff person or a family member so that the student can get assistance in resolving the issue in a manner that is consistent with this Policy.

Journey acknowledges and respects every individual's right to privacy. All reports and complaints shall be investigated in a manner that protects the confidentiality of the parties and the integrity of the process to the greatest extent possible. This includes keeping the identity of the reporter and/or complainant confidential, as appropriate, except to the extent necessary to comply with applicable law, carry out the investigation and/or to resolve the issue, as determined by Journey on a case-by-case basis.

Journey prohibits any form of retaliation against any individual who files a report or complaint, testifies, assists, participates, or refuses to participate in any investigation or proceeding related to misconduct prohibited by this Policy. Such participation or lack of participation shall not in any way affect the status, grades, or work assignments of the individual. Individuals alleging retaliation in violation of this Policy may file a grievance using the procedures set forth in this Policy.

Investigation and Response

Upon receipt of a report or complaint of misconduct prohibited by this Policy, the Executive Director or designee will promptly initiate an investigation. In most cases, a thorough investigation will take no more than thirty (30) school days.

At the conclusion of the investigation, the Executive Director or designee will, to the extent possible with respect to confidentiality laws, provide the complainant with information about the investigation and resolution of the incident/situation. However, the Executive Director or designee will not reveal confidential information related to other students or employees.

If the complaint is against the Executive Director, the Vice President of the Journey Council will conduct a fact-finding investigation and provide the complainant with information about the investigation and resolution of the incident/situation.

Consequences

Students or employees who engage in misconduct prohibited by this Policy may be subject to disciplinary action up to and including expulsion from Journey or termination of employment.

Right of Appeal

Should a complainant find Journey's resolution unsatisfactory, for complaints within the scope of this Policy, the complainant may, within five (5) business days of notice of Journey's decision or resolution, submit a written appeal to the President of the Journey School Council, who will serve as the decisionmaker for the appeal or designate a decisionmaker for the appeal. The decisionmaker for the appeal will notify the complainant of the final decision.

JOURNEY SCHOOL

HARASSMENT, INTIMIDATION, DISCRIMINATION & BULLYING COMPLAINT FORM

Your Name: _____ Date: _____

Email Address: _____

Date of Alleged Incident(s): _____

Name of Person(s) you have a complaint against: _____

List any witnesses that were present: _____

Where did the incident(s) occur? _____

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e., specific statements and conduct; what, if any, physical contact was involved; any verbal statements etc.) (Attach additional pages, if needed):

I hereby authorize Journey to disclose the information I have provided as it finds necessary in pursuing its investigation. I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief.

Signature of Complainant

Date: _____

Print Name

To be completed by Journey:

Received by: _____ Date: _____

Follow up Meeting with Complainant held on: _____

JOURNEY SCHOOL - Financial Dashboard (June 2024)

1 Key Performance Indicators

ADA vs. Budget ● Cash on Hand ●
 Net Income / (Loss) ● Year-End Cash ●

State Budget Update

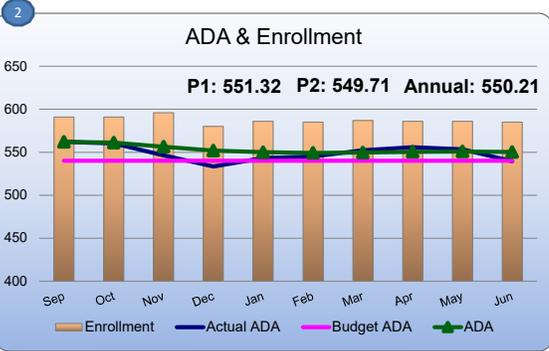
Per California Charter Schools Association: Schools Mostly Spared Base Cuts, but Face Apportionment Deferrals

On June 22, 2024 the Legislature and Governor announced agreement on a final package of Budget Legislation for the 2024-25 fiscal year. The package of budget bills passed the Legislature and has been signed into law by the Governor.

K-12 Education Highlights: The budget largely protects schools from any operational cuts. It provides a cost-of-living adjustment (COLA) of 1.07 percent for various programs, including the Local Control Funding Formula (LCFF), Special Education, Child Nutrition, the SB 740 Charter School Facility Grant Program, K-12 Mandate Block Grant, and other programs, as included in May Revision. LCFF per-pupil rates should be the same as reported at May Revision.

K-12 Reserves: The budget reduces the projected Proposition 98 "Rainy Day" fund, the Public School System Stabilization Account, to \$1.1 B through the 2024-25 budget year and includes a \$8.4 B in one-time withdrawals to support 2023-24 school expenditures, consistent with the enacted budget. Depleting the reserve to only \$1.1 B will reduce the potential for safety net in the future. However, we note that the May Revision proposal would have completely depleted this reserve.

School Apportionment Deferrals: A smaller deferral of \$245.6 million (M) is scheduled from June 2025 to be paid in July of 2025.



3 Average Daily Attendance Analysis

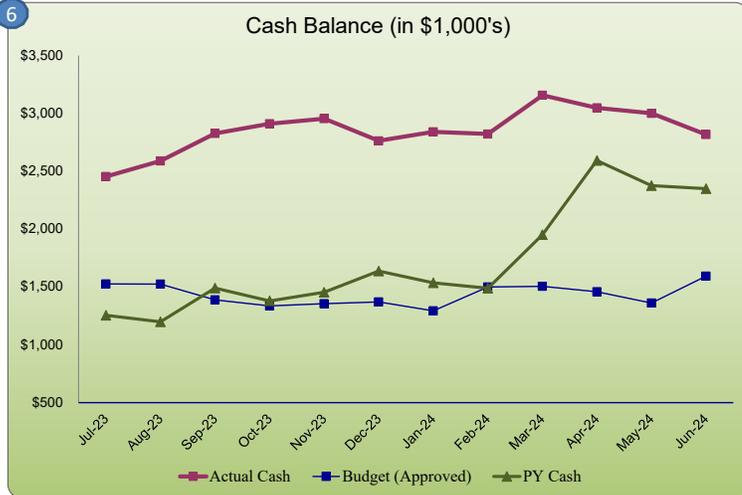
Category	Actual through Month 10	Actual P2	Budgeted P2	Better/ (Worse)	Prior Year P2
Enrollment	585	587	580	7	571
ADA %	93.9%	93.8%	93.1%	0.6%	92.1%
ADA	550.21	549.71	540.11	9.60	533.24

4 LCFF Supplemental & Concentration Grant Factors

Category	Budget	Forecast	Variance	Prior Year
Unduplicated Pupil %	25.2%	26.1%	0.9%	25.3%
3-Year Average %	24.8%	25.1%	0.3%	22.6%
District UPP C. Grant Cap	30.1%	32.8%	2.7%	30.1%

5 INCOME STATEMENT

INCOME STATEMENT	Forecast	VS. Budget		Historical	
	As of 06/30/24	FY 23-24 Budget	Variance B/(W)	FY 22-23	FY 21-22
Local Control Funding Formula	6,138,343	6,090,208	48,135	5,503,044	4,289,194
Federal Revenue	148,993	124,124	24,868	127,380	323,588
State Revenue	505,447	548,460	(43,013)	979,037	491,993
Other Local Revenue	85,124	9,651	75,473	47,713	6,908
Grants/Fundraising	243,600	243,000	600	293,886	368,891
TOTAL REVENUE	7,121,507	7,015,444	106,063	6,951,059	5,480,574
Total per ADA	12,955	12,989	(34)	13,036	11,408
w/o Grants/Fundraising	12,512	12,539	(27)	12,484	10,640
Certificated Salaries	2,358,174	2,525,934	167,759	2,091,898	1,998,789
Classified Salaries	1,267,994	1,144,385	(123,609)	1,161,891	990,020
Benefits	1,257,924	1,391,653	133,729	1,230,170	1,040,791
Student Supplies	259,102	283,294	24,192	395,837	165,492
Operating Expenses	1,776,809	1,587,072	(189,737)	1,619,604	1,536,017
Other	107,190	52,772	(54,418)	26,002	19,469
TOTAL EXPENSES	7,027,193	6,985,110	(42,083)	6,525,402	5,750,577
Total per ADA	12,783	12,933	149	12,237	11,970
NET INCOME / (LOSS)	94,314	30,334	63,980	425,657	(270,004)
OPERATING INCOME	201,504	83,106	118,398	451,659	(250,535)



Year-End Cash Balance

Actual	Budget	Variance
2,817,148	1,592,591	1,224,557

7 Balance Sheet

Balance Sheet	6/30/2023	6/30/2024 Actual
Assets		
Cash, Operating	2,349,524	2,817,148
Accounts Receivable	1,369,526	835,276
Due From Others	299	452
Other Assets	426,847	190,350
Net Fixed Assets	306,393	315,760
Total Assets	4,452,590	4,158,986
Liabilities		
A/P & Payroll	525,112	314,789
Due to Others	280,114	229,831
Deferred Revenue	776,913	835,353
Other Liabilities	188,367	2,615
Total Liabilities	1,770,506	1,382,588
Equity		
Beginning Fund Bal.	1,377,081	2,682,084
Net Income/(Loss)	1,305,003	94,314
Total Equity	2,682,084	2,776,398
Total Liabilities & Equity	4,452,590	4,158,986
Days Cash on Hand	132	149
Cash Reserve %	36.1%	40.7%

JOURNEY SCHOOL
2023-24 Cash Flow Forecast

Prepared by EXED. For use by EXED and EXED clients only. © 20

	Actuals as of 6/30/2024												FORECAST Jul-23 - Jun-24	Budget Variance Better / (Worse)	
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL			
	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24			Accrual
5211 Travel & Conferences	675	7,664	1,329	350	610	2,289	1,334	843	1,089	484	1,837	10,153		28,657	1,478
5311 Dues & Memberships	8,730	322	-	-	5,100	-	150	53	-	-	60	4,300		18,715	842
5451 General Insurance	33,118	16,214	3,616	2,004	11	4,008	2,010	2,010	2,010	11	9,513	257		74,783	3,836
5511 Utilities	1,407	9,294	1,391	12,729	1,143	11,669	6,738	1,078	7,469	12,164	1,866	3,440	9,967	80,354	(954)
5521 Security Services	-	-	-	-	-	-	-	-	141	-	-	-		141	(141)
5531 Housekeeping Services	7,425	7,725	10,458	9,220	7,844	6,707	8,723	8,591	8,602	7,495	8,641	6,384		97,814	(11,490)
5599 Other Facility Operations & Utilities	298	1,256	538	1,416	298	298	918	318	318	318	563	318		6,857	(1,437)
5619 Other Facility Rentals	15,130	15,130	15,130	15,130	15,130	15,206	15,130	15,130	16,026	15,494	15,369	79,128		247,134	(62,572)
5621 Equipment Lease	1,610	565	1,168	2,057	5,747	1,168	1,168	4,784	1,114	1,452	7,333	8,747	1,277	38,190	(20,740)
5631 Vendor Repairs	3,735	3,138	4,152	495	3,101	-	641	(719)	-	520	633	-	2,592	18,286	22,914
5812 Field Trips & Pupil Transportation	9,108	3,176	16,911	26,689	2,233	12,224	8,560	24,582	12,378	3,969	12,130	6,804		138,764	661
5821 Legal	876	6,531	2,336	6,899	256	1,387	-	1,573	3,864	5,734	1,495	3,990		34,939	(4,939)
5823 Audit	-	-	7,980	-	-	-	-	7,439	-	3,150	7,140	-		25,709	(6,809)
5831 Advertisement & Recruitment	-	-	112	-	-	-	1,200	-	330	81	-	600		2,323	(323)
5841 Contracted Substitute Teachers	-	-	-	2,445	6,370	1,225	1,470	980	1,960	3,430	1,715	4,410		24,005	(1,257)
5849 Other Student Instructional Services	4,620	82,634	4,556	21,437	25,359	27,194	17,583	22,789	26,039	30,024	21,111	49,975	2,278	335,597	(57,237)
5852 PD Consultants & Tuition	8,265	1,525	945	-	400	(400)	-	-	450	-	-	1,500		12,684	7,554
5854 Nursing & Medical (Non-HEP)	-	-	-	-	-	-	-	-	-	-	-	-		-	-
5859 All Other Consultants & Services	56,823	-	11,667	11,667	11,667	11,667	11,667	12,336	12,991	12,427	11,867	23,333		188,110	(42,665)
5861 Non Instructional Software	10,923	1,020	1,123	193	389	1,473	193	1,007	305	291	361	1,710		18,988	8,482
5865 Fundraising Cost	-	-	-	-	-	-	-	-	-	-	-	-		-	-
5871 District Oversight Fees	-	-	-	-	-	25,557	9,736	-	17,037	4,259	4,259	-		60,848	54
5872 Special Education Fees (SELPA)	-	-	-	-	-	121,800	46,400	-	81,200	20,300	20,300	-		290,000	(19,945)
5899 All Other Expenses	422	2,841	1,421	1,530	852	1,099	1,789	5,658	1,268	2,221	3,378	1,564	3,308	27,350	(13,563)
5911 Office Phone	-	-	-	-	-	-	-	-	-	-	-	-		-	6,386
5913 Mobile Phone	122	51	-	102	51	51	52	51	51	51	79	58	10	730	1,588
5921 Internet	354	304	222	265	243	244	243	243	243	243	375	258	4	3,243	877
5923 Website Hosting	132	-	-	-	-	-	-	227	-	15	-	-		374	(140)
5931 Postage & Shipping	-	123	-	95	330	-	-	-	101	-	147	1,319		2,115	(346)
5999 Other Communications	50	-	-	-	-	50	-	-	-	-	-	-		100	150
Total 5000 - Operating Services	163,823	159,512	85,055	114,722	87,135	244,915	135,704	108,972	194,984	124,133	130,170	208,249	19,435	1,776,809	(189,737)
6000 - Capital Outlay															
6901 Depreciation Expense	2,943	6,356	6,356	9,719	9,719	9,719	10,322	10,322	10,322	10,322	10,322	10,768		107,190	(54,418)
Total 6000 - Capital Outlay	2,943	6,356	6,356	9,719	9,719	9,719	10,322	10,322	10,322	10,322	10,322	10,768		107,190	(54,418)
7000 - Other Outgo															
7438 Interest Expense	-	-	-	-	-	-	-	-	-	-	-	-		-	-
Total 7000 - Other Outgo	-	-	-	-	-	-	-	-	-	-	-	-		-	-
TOTAL EXPENSE	343,816	521,317	558,562	598,129	523,416	710,756	572,700	569,706	676,913	593,496	625,305	722,221	10,855.88	7,027,193	(42,083)
NET INCOME	(218,186)	(177,732)	208,546	873,079	29,563	(185,799)	34,030	(8,240)	332,912	(63,515)	(92,060)	(223,586)	(414,696)	94,314	63,980
Operating Income														201,504	
EBITDA														201,504	
Beginning Cash Balance	2,349,524	2,454,553	2,588,487	2,826,934	2,910,377	2,954,391	2,762,557	2,840,734	2,821,732	3,156,148	3,047,644	3,000,496	2,817,148	2,349,524	(67,192)
Cash Flow from Operating Activities	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Net Income	(218,186)	(177,732)	208,546	873,079	29,563	(185,799)	34,030	(8,240)	332,912	(63,515)	(92,060)	(223,586)	(414,696)	94,314	63,980
Change in Accounts Receivable															
Prior Year Accounts Receivable	513,333	302,790	38,162	-	6,877	59,196	9,001	11,757	7,039	7,039	7,039	(427,983)		534,250	476,691
Current Year Accounts Receivable	-	-	-	-	-	-	-	-	-	-	-	466,691	(466,691)	-	138,420
Change in Due from	299	-	-	(1)	-	-	1	-	-	-	-	(452)		(153)	(153)
Change in Accounts Payable	(183,085)	(31,034)	(33,504)	47,487	(36,611)	3,719	60,746	(75,837)	37,693	(57,571)	43,906	7,149	10,856	(206,087)	(189,681)
Change in Due to	(478)	(753)	(29,784)	(35,144)	(685)	(66,872)	(33,748)	(668)	(50,340)	(17,178)	(17,407)	(667,757)	870,531	(50,283)	630,352
Change in Payroll Liabilities	(69,662)	43,245	33,138	3,683	19,560	(24,795)	(7,372)	29,084	(16,823)	(3,220)	10,574	(10,027)		7,384	7,384
Change in Prepaid Expenditures	44,295	(1,709)	(48)	-	-	(50)	-	(1,029)	-	-	(21,672)	(26,331)		(8,545)	39,784
Change in Deferred Revenue	-	-	-	(776,913)	-	-	-	-	-	-	-	835,353		58,440	58,440
Change in Other Long Term Assets	15,571	15,576	15,581	15,586	15,592	15,597	15,602	15,608	15,613	15,619	15,624	73,472		245,041	
Depreciation Expense	2,943	6,356	6,356	9,719	9,719	9,719	10,322	10,322	10,322	10,322	10,322	10,768		107,190	54,418
Cash Flow from Investing Activities	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Capital Expenditures	-	(22,804)	-	(54,053)	-	(2,550)	(10,405)	-	-	-	(3,472)	(23,273)		(116,557)	(35,557)
Ending Cash Balance	2,454,553	2,588,487	2,826,934	2,910,377	2,954,391	2,762,557	2,840,734	2,821,732	3,156,148	3,047,644	3,000,496	2,817,148	2,817,148	2,817,148	1,224,557

Journey School Financial Analysis June 2024

Net Income

Journey School had a net income of \$94,314 in FY23-24 compared to \$30,334 in the board-approved budget. This is \$63,980 more than the board-approved budget.

Balance Sheet

As of June 30, the school's cash balance was \$2,817,148.

As of June 30, 2024, the Accounts Receivable balance was \$835,276. The balance consists of the following: LCFF - \$371,012, Lottery - \$41,953, and the Employee Retention Credit - \$368,584.

As of June 30, 2024, the Accounts Payable balance, including payroll liabilities, totaled \$544,620.

Income Statement

Revenue

Total revenue for FY23-24 was \$7,121,507, which is \$106,063 more than the budgeted amount.

- State Mental Health was \$44,033 over budget as the state funding model has changed. These funds will be sent directly to the school starting this year.
- Prop 28 Arts and Music was \$71,343 under budget as the school will defer the funds to the following year.
- State Revenue Other was \$67,476 under budget as the school will defer some one time funds to the following year.
- Interest and Increase in Investments were \$72,778 over budget combined due to higher earnings from the treasury account and earnings from the investment accounts.

Expenses

Total expenses for FY23-24 were \$7,027,193, which is \$42,083 more than the budgeted amount.

- Certificated Salaries were \$167,759 under budget primarily due to the counselors being moved to classified salaries. As a result, Classified Salaries were \$123,609 over budget.
- STRS and PERS combined were \$105,737 under budget due to less staff being eligible.
- Other Facility Rentals was \$62,572 over budget due to various rental venues and lease standard entries.
- Other Student Instructional Services were \$57,237 over budget due to additional expenses for Strategic Kids. This amount will be offset with the ELOP funds.
- All Other Consultants were \$42,665 over budget due to the fees for the Employee Retention Credit consultant.
- Depreciation was \$54,418 over budget due to the installation of Shade Sails and Fence.

Note- Forecast variances of \$30,000 and 10% of budget will be discussed in this report.

ADA

The budgeted P2 ADA is 549.70 based on an enrollment of 587 and a 93.8% attendance rate.

Month 1 ADA: 562.11

Month 2 ADA: 560.30

Month 3 ADA: 546.50

Month 4 ADA: 533.50

Month 5 ADA: 543.32

Month 6 ADA: 545.11

Month 7 ADA: 552.35

Month 8 ADA: 555.84

Month 9 ADA: 553.53

Month 10 ADA: 539.60

P1 ADA: 551.32

P2 ADA: 549.71

Annual ADA: 550.21

Note- Forecast variances of \$30,000 and 10% of budget will be discussed in this report.

**Journey School
Check Register
For the Month Ending June 30, 2024**

Check #	Vendor Name	Date	Description	Amount
1006539	CAPISTRANO UNIFIED SCHOOL DISTRICT	06/24	RENT, SPED ENCROACHMENT & OVERSIGHT FEE	41,064.67
2548M	MID STATE CONTAINER SALES, INC.	6/3/2024	(1) CLASSROOM STORAGE CONTAINER	26,744.88
2549M	OC WHOLESALE FLOWERS	6/3/2024	FLORAL LEIS FOR GRADUATES	339.11
2550M	MILLENNIAL CHILD INC	6/3/2024	06/24 - CONFERENCE REGISTRATION	450.00
2551M	CENTER FOR ANTHROPOSOPHY	6/3/2024	07/24 - ONLINE CONFERENCE REGISTRATION	550.00
A017298	KAISER PERMANENTE (3383)	6/3/2024	07/24 - HEALTH PREMIUM JOHNE WAYNE AIRPORT - CONFERENCE	21,056.67
P054725	AMANDA SIMMONS	6/3/2024	PARKING	20.00
P054726	CAPISTRANO UNIFIED SCHOOL	6/3/2024	12/18/23-01/15/24 - WATER USE	910.68
P054727	ORANGE COUNTY DEPARTMENT OF EDUCATION	6/3/2024	01/24-03/24 - Q3 PAYROLL/RETIREMENT SERVICES	2,164.00
P054728	BRANDON WICKES	6/3/2024	WHOLE FOODS - GROCERIES FOR COOKING	205.80
P054729	JOY HALVERSON	6/3/2024	SMART & FINAL - TRACK MEET FOOD	536.29
2552M	SEA COUNTRY CENTER	6/6/2024	06/25 - GRADUATION VENUE RESERVATION DEPOSIT	500.00
1006540	STRATEGIC KIDS, LLC	6/10/2024	05/24 - INSTRUCTIONAL AIDES & SUBSTITUTE TEACHERS	32,440.80
A017422	OC DAVOC ENTERPRISES, INC.	6/10/2024	05/24 - JANITORIAL SERVICE	8,640.59
A017423	QUADRIENT FINANCE USA, INC.	6/10/2024	05/24 - POSTAGE	147.15
A017424	VERIZON WIRELESS	6/10/2024	04/26/24-05/25/24 - PHONE	79.12
A017425	YOUNG, MINNEY & CORR, LLP	6/10/2024	05/24 - LEGAL SERVICES PAPER TOWELS, SOAP, LINERS,	262.50
A017426	OC DAVOC ENTERPRISES, INC.	6/10/2024	DISINFECTANT, ETC FY23-24 - WORKERS COMPENSATION	1,908.49
P055045	MARSH & MCLENNAN AGENCY LLC	6/10/2024	PREMIUM (9 OF 10)	3,150.00
P055046	STAPLES (DET 27100234)	6/10/2024	STAPLES, PAPER, COFFEE, BATTERIES, ETC	570.19
P055047	MOULTON NIGUEL WATER 3586	6/10/2024	04/15/24-05/20/24 - WATER SERVICES	234.77
P055048	KAYLA PENNINGTON	6/10/2024	JOANN - FABRIC	153.80
P055049	MOULTON NIGUEL WATER 3587	6/10/2024	04/15/24-05/20/24 - WATER SERVICES	192.85
2553M	OCEAN INSTITUTE	6/14/2024	10/24 - 4TH GRADE FIELD TRIP DEPOSIT	1,089.00
2554M	OCEAN INSTITUTE	6/14/2024	10/24 - 4TH GRADE FIELD TRIP DEPOSIT	1,089.00
2555M	PACIFIC COACHWAYS CHARTER SERVICES, INC	6/14/2024	06/24 - 8TH GRADE FIELD TRIP TRANSPORTATION	300.00
2556M	CR&R INCORPORATED	6/14/2024	06/24 - WASTE & RECYCLING SERVICES	600.36
2557M	FIRST NATIONAL BANK OF OMAHA	6/17/2024	05/24 - CREDIT CARD PURCHASES	12,891.95
2558M	WELLS FARGO	6/17/2024	05/24 - CREDIT CARD PURCHASES	1,891.15
E015627	PROCOPIO, CORY, HARGREAVES & SAVITCH, LLP.	6/17/2024	05/24 - LEGAL SERVICES (1) TILT TRUCK, (1) HAND TRUCK, STORAGE	1,280.00
E015628	ULINE	6/17/2024	BOXES, ETC	1,823.24
E015629	MERCURIUS	6/17/2024	PAPER, PAINT, PENCILS, CRAYONS, ETC	4,886.72
E015630	ALLIANCE FOR PUBLIC WALDORF EDUCATION	6/17/2024	FY23-24 - MEMBERSHIP DUES 07/01/24-09/30/24 - SECURITY SYSTEM	4,300.00
E015631	JMG SECURITY SYSTEMS, INC.	6/17/2024	SUPPORT	141.00
E015632	MERCURIUS	6/17/2024	FELT, PAPER, PENCILS, CRAYONS, ETC	4,433.34
E015633	MERCURIUS	6/17/2024	(56) PENTATONIC FLUTES	4,827.99
E015639	MERCURIUS	6/17/2024	PAPER, PAINT, SILKS, CRAYONS, ETC LESSON BOOKS, COLLEGE RULES, PENCILS,	4,820.75
E015640	MERCURIUS	6/17/2024	CHALK, ETC LESSON BOOKS, PAPER, PENCILS, CRAYONS,	4,445.86
E015641	MERCURIUS	6/17/2024	ETC	4,962.49
E015650	MERCURIUS	6/17/2024	LESSON BOOKS, CRAYONS, PAINT, ETC LESSON BOOKS, PAPER, COMPOSITION	4,849.21
E015651	MERCURIUS	6/17/2024	BOOKS, ETC DRAWING PAPER, WATERCOLOR PAINT,	4,814.41
E015652	MERCURIUS	6/17/2024	CRAYONS, ETC LESSON BOOKS, PAPER, PENCILS, CRAYONS,	4,915.22
E015653	MERCURIUS	6/17/2024	ETC	3,244.66

**Journey School
Check Register
For the Month Ending June 30, 2024**

Check #	Vendor Name	Date Description	Amount
E015654	MERCURIUS	6/17/2024 PAINTING BOARDS, YARN, PAINT BRUSHES, ETC	2,277.17
P055415	LINDSEY LAFLEUR	6/17/2024 PRINCESS CAMPGROUND - FIELD TRIP	407.36
P055416	POSITIVE ADVENTURES LLC	6/17/2024 06/24 - CAMPING OVERNIGHT FIELD TRIP	3,060.00
P055417	NICOLA WELLNER	6/17/2024 HOBBY LOBBY - BAGS, PAPER, TAPE, ETC	63.28
P055418	HELLENE BRODSKY	6/17/2024 CVS - CLASS PHOTOS	23.71
P055419	GAYLEN CORBETT	6/17/2024 UPS STORE - POSTAGE	21.44
P055420	BELEN ARNOSIO	6/17/2024 COSTCO & SPROUT - CAMPING TRIP	1,013.10
P055421	BELEN ARNOSIO	6/17/2024 COSTCO, SMART & FINAL - CAMPING TRIP	414.02
1006541	AILEN JOHNSON EXCELLENT EDUCATION DEVELOPMENT	6/17/2024 GROCERIES 05/24 - MANAGEMENT CONTRACT FEE & 6/24/2024 PAYCHEX FEES	12,110.28
1006542	STRATEGIC KIDS, LLC	6/24/2024 06/24 - INSTRUCTIONAL AIDES & SUBSTITUTE 6/24/2024 TEACHERS	15,563.52
2559M	COLONIAL LIFE	6/24/2024 06/24 - INSURANCE PREMIUM	622.89
2560M	COLONIAL LIFE	6/24/2024 07/24 - INSURANCE PREMIUM	622.89
E015780	ALPINE FRESH USA	6/24/2024 05/24 - BOTTLED WATER SERVICE	302.00
E015781	DEPARTMENT OF JUSTICE	6/24/2024 05/24 - FINGERPRINTS	188.00
E015782	WESTERN EXTERMINATOR COMPANY	6/24/2024 06/24 - PEST CONTROL MAINTENANCE	317.50
E015783	COX COMMUNICATIONS	6/24/2024 06/08/24-07/07/24 - INTERNET & TELECONNECT FUND	231.75
P055786	UNITED HEALTHCARE	6/24/2024 07/24 - HEALTH PREMIUM	19,850.10
P055787	BRANDON WICKES	6/24/2024 WHOLE FOODS - GROCERIES FOR COOKING, PLANT DEPOT - PLANTS	312.87
P055788	VIANNEY FIGUEROA	6/24/2024 COSTCO - GRADUATION EVENT FOOD	112.83
P055789	GAYLEN CORBETT	6/24/2024 HOME DEPOT - PAINT, SPACKLE, GLUE	22.32
P055790	ALLIE STEELE	6/24/2024 COSTCO - FOOD FOR GRADUATION EVENT	71.93
P055791	HELLENE BRODSKY	6/24/2024 AMAZON - CRYSTALS, CROWNS	170.78
P055792	CAPISTRANO UNIFIED SCHOOL	6/24/2024 PAPER, ICE PACKS, PENS, ERASERS, ETC	890.21
P055793	NATE BUNCE	6/24/2024 HOME DEPOT & GANAHL LUMBRE - TOOLS, HARDWARE, EAR PLUGS, ETC	1,045.45
P055794	STRATEGIC KIDS, LLC	6/24/2024 06/24 - ELOP LEAD & INSTRUCTORS	2,248.00
2561M	GUARDIAN	6/25/2024 07/24 - HEALTH PREMIUM	2,285.43
2562M	REI SHADE SYSTEMS	6/26/2024 SHADE SAIL INSTALLATION - FINAL	3,472.00
2563M	GOTO COMMUNICATIONS, INC	6/26/2024 06/24 - PHONES	830.83
Total			282,480.37

JOURNEY SCHOOL
Independent Study Board Policy

Updated July 2024

Journey School (“Charter School”) may offer independent study to meet the educational needs of students enrolled in the Charter School in accordance with applicable law.

The Executive Director or designee retains discretion to approve independent study written agreements for students. The Charter School will always maintain more than 80% of total enrollment in the classroom-based program. In no case will the Charter School enroll a student in the independent study program if it causes the ratio of classroom enrollment to non-classroom enrollment to fall below this percentage.

Charter School will provide appropriate services, supports, technology and resources to enable students to complete their independent study program successfully. The following independent study policies have been established by Charter School in alignment with Education Code (“EC”) § 51744 et seq. and adopted pursuant to EC § 51747 and 5 C.C.R. § 11701:

1. For each student in independent study, Charter School will assign a certificated employee to coordinate, evaluate, and provide general supervision of the student’s independent study instruction. (EC § 51747.5(a).)
2. For students in independent study in any grade level, the maximum length of time that may lapse between the time an independent study assignment is made and the date by which the student must complete the assigned work is twenty (20) schooldays. (EC § 51747(a).)
3. When any student fails to complete seventy-five (75) percent of assignments during any period of twenty (20) schooldays or fails to make satisfactory educational progress (defined below in Section 4), the Charter School will conduct an evaluation to determine whether it is in the best interests of the student to remain in independent study, or whether the student should return to or otherwise be placed in a regular in-person school program. A written record of the findings of any evaluation will be maintained in the student’s school record. This record will be maintained for a period of three years from the date of the evaluation and if the student transfers to another California public school, the record will be forwarded to that school upon receipt of a written request from the receiving school. (EC § 51747(b).)
4. For purposes of conducting the evaluation in Section 3, a student is deemed to be making satisfactory educational progress if the student is on track to enter the next grade level at the completion of the current school year and/or progressing toward their

goals pursuant to their individualized education program (“IEP”). The Executive Director or designee is responsible for making this determination based on all of the following indicators:

- a. The student’s achievement and engagement in the independent study program, as indicated by the student’s performance on student-level measures of student achievement and student engagement set forth in EC § 52060(d)(4)-(5).
- b. The completion of assignments, assessments, or other indicators that show the student is working on assignments.
- c. Learning required concepts, as determined by the supervising teacher.
- d. Progressing toward successful completion of the course of study or individual course, as determined by the supervising teacher. (EC § 51747(b)(2).)

The Executive Director or designee shall periodically evaluate the indicators above, at least once per semester or as appropriate, to determine whether the student is making or failing to make satisfactory educational progress. The Executive Director or designee shall confer with the supervising teacher and other teachers, administrators and staff, as appropriate, in gathering applicable information and in making this determination.

5. Charter School will provide content to students aligned to grade level standards that is substantially equivalent to in-person instruction. (EC § 51747(c).)
6. For students who participate in independent study at Charter School for at least ~~fifteen~~ ~~sixteen~~ (1516) schooldays per year:

61 If a student does not generate attendance for more than ten percent (10%) of required minimum instructional time over four (4) continuous weeks of Charter School’s approved instructional calendar, students found not participatory in synchronous instructional offerings pursuant to Section 51747.5 for more than fifty percent (50%) of the scheduled times of synchronous instruction in a school month as applicable by grade span, or for students who are in violation of their independent study written agreement, Charter School shall initiate a strategy of tiered re-engagement, including, but not limited to the following:

- a. Verify the student’s current contact information;
- b. Notify the student’s parent or guardian of the student’s lack of participation within one school day of the recording of the student’s non-attendance day or lack of participation (e.g., via email, message, text, telephone, letter, etc.);
- c. Reach out to the student directly and/or parent(s) or guardian(s), as well as health and social services as necessary, to determine the student’s needs for reengagement;

- d. If the student has failed to complete seventy-five (75) percent of assignments during any period of twenty (20) schooldays or is failing to make satisfactory educational progress as defined in Section 4 herein, the Charter School will schedule a pupil-parent-educator conference (a meeting involving all individuals who signed the student's written agreement) to review the student's written agreement and reconsider the independent study program's impact on the student's achievement and well-being; and
- e. Implement any Charter School programs intended to address chronic absenteeism, as applicable. (EC § 51747(d).)

6.2 Based on each student's grade level, Charter School will schedule and offer opportunities for synchronous instruction and daily live interaction at least as frequently as set forth in subsections a-b below. (EC § 51747(e).)

"Live interaction" means interaction between the student and Charter School staff, and may include peers, to maintain school connectedness. Examples of live interaction include check-ins, progress monitoring, provision of services, and instruction, and live interaction can be in-person or in the form of internet or telephonic communication.

"Synchronous instruction" means classroom-style instruction, designated small-group instruction, or one-on-one instruction delivered in person or in the form of internet or telephonic communication by an assigned teacher or teachers of record, and involving live two-way communication. (EC § 51745.5.)

- a. For students in grades TK-3, inclusive, an assigned teacher or teachers of record will offer opportunities for daily synchronous instruction.
- b. For students in grades 4-8, inclusive, an assigned teacher or teachers of record will offer opportunities for weekly synchronous instruction, and the Charter School will offer opportunities for daily live interaction.

Charter School will document each pupil's participation in live interaction and synchronous instruction pursuant to Section 51747 on each school day, as applicable, in whole or in part, for which live interaction or synchronous instruction is provided as part of the independent study program. A pupil who does not participate in scheduled live interaction or synchronous instruction on a school day shall be documented as non-participatory for that school day for purposes of pupil participation reporting and tiered reengagement. (EC § 51747.5(c).)

6.3 A student's parent or guardian may request their student return to in-person instruction from independent study by making a written request to the Executive Director or designee or their assigned teacher of record. If there is capacity in Charter School's in-person program at the student's grade level, Charter School will transition the student within five (5) schooldays. If there is not capacity in Charter School's in-person program at the student's grade level, Charter School will offer to help the student enroll in the in-person program offered by their district of residence and offer the student an opportunity

to join Charter School's waitlist, within five (5) schooldays. (EC § 51747(f).)

6.4 Sections 6.1, 6.2, and 6.3 of this policy do not apply to students who, under the care of appropriately licensed professionals, participate in independent study due to necessary medical treatments or inpatient treatment for mental health care or substance abuse. Charter School shall obtain evidence from appropriately licensed professionals of the need for students to participate in independent study pursuant to this Section 6.4. (EC § 51747(i).)

7. A current written independent study agreement for each independent study student will be maintained on file. Each written agreement will contain the following:
 - a. The manner, time, frequency, and place for submitting a student's assignments, for reporting the student's academic progress, and for communicating with a student's parent or guardian regarding a student's academic progress.
 - b. The objectives and methods of study for the student's work, and the methods used to evaluate that work.
 - c. The specific resources, including materials and personnel, which will be made available to the student. These resources will include confirming or providing access to all students to the connectivity and devices adequate to participate in the educational program and complete assigned work.
 - d. A statement of the policies adopted herein regarding the maximum length of time allowed between the assignment, the level of satisfactory educational progress, and the number of missed assignments allowed prior to an evaluation of whether or not the student should be allowed to continue in independent study.
 - e. The duration of the independent study agreement, including beginning and ending dates for the student's participation in independent study under the agreement. No independent study agreement will be valid for any period longer than one school year.
 - f. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion.
 - g. A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, individuals with exceptional

needs in order to be consistent with the student's IEP or plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794), students in foster care or experiencing homelessness, and students requiring mental health supports.

- h. The inclusion of a statement in each independent study agreement that independent study is an optional educational alternative in which no student may be required to participate. In the case of a student who is referred or assigned to any school, class or program pursuant to EC § 48915 or 48917, the agreement also will include the statement that instruction may be provided to the student through independent study only if the student is offered the alternative of classroom instruction. (EC § 51747(g).)
- i. Charter School will comply with the signature requirements for independent study written agreements set forth in EC § 51747(g)(9), including:
 - For students who will be participating in an independent study program that is scheduled for 165 or more cumulative school days during the school year, each independent study agreement will be signed, prior to the commencement of independent study, by the student, the student's parent, legal guardian, or care giver, if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and the certificated employee designated as having responsibility for the special education programming of the pupil, as applicable. For purposes of this paragraph, "care giver" means a person who has met the requirements of Part 1.5 (commencing with Section 6550) of the Family Code.
 - For a student participating in an independent study program that is scheduled for 15 schooldays or fewer, each written agreement shall be signed, during the school year in which the independent study program takes place, by the pupilstudent, the pupil'sstudent's parent, legal guardian, or caregiver, if the pupilstudent is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and the certificated employee designated as having responsibility for the special education programming of the pupilstudent, as applicable. The written agreement may be signed at any time during the school year, but it is the intent of the Legislature that parents or guardians of pupils be provided the agreement at or before the beginning of the school year. For students who will be participating in an independent study program that is scheduled for less than 15 school days, all appropriate parties listed above must sign the independent study agreement within ten (10) school days of the commencement of their independent

~~study.~~

- j. Before signing a written agreement, the parent or guardian may request that the Charter School conduct a telephone, videoconference, or in-person pupil- parent-educator conference or other school meeting during which the student, parent or guardian, and, if requested by the student or parent, an education advocate, may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the student in independent study, before making the decision about enrollment or disenrollment in the various options for learning. (EC § 51747(h)(2).)

8. Additional Independent Study Requirements:

- a. Charter School will not provide any funds or other thing of value to the student or his or her parent or guardian that a school district could not legally provide to a similarly situated student of the school district, or to his or her parent or guardian. (EC § 51747.3(a).)
- b. A student with exceptional needs, as defined in EC § 56026, may participate in independent study if the student's IEP specifically provides for that participation. If a parent or guardian of an individual with exceptional needs requests independent study, the student's IEP team shall make an individualized determination as to whether the student can receive a free appropriate public education in an independent study placement. (EC § 51745(c).)
- c. Charter School may claim apportionment credit for independent study only to the extent of the time value of student work products, as personally judged in each instance by a certificated teacher employed by Charter School, or the combined time value of student work product and student participation in synchronous instruction. Instructional minutes that the student participated in synchronous instruction may be used to augment the determination of time value by the supervising teacher using the computations in Section 51747.5(b)(2). (EC § 51747.5(b).)
- d. Charter School will maintain written or computer-based evidence of student engagement that includes, but is not limited to, a grade book or summary document that, for each class, lists all assignments, assessments, and associated grades. (EC § 51747.5(d).)
- e. Records of the independent study program will be maintained for audit purposes and shall include the following:
 - i. A copy of the independent study board policies.
 - ii. A separate listing of the students, by grade level who have participated in

independent study identifying units of the curriculum attempted (also known as the “course of study”) and units of the curriculum completed by students, as specified in their written agreements.

- iii. A file of all written agreements, with representative samples of each student’s work products and a signed acknowledgement by the supervising teacher indicating that he/she has personally evaluated the work or that he/she has personally reviewed the evaluations made by another certificated teacher.
 - iv. A daily attendance register, as appropriate to the program in which the students are enrolled, separate from classroom attendance records, and maintained on a current basis as time values of student work products are personally judged by a certificated teacher, and reviewed by the supervising teacher if they are two different individuals.
 - v. Any other documents charter schools are required to maintain as required by law. (5 C.C.R. § 11703.)
- f. Charter School will comply with all applicable law regarding independent study, including ADA-to-certificated teacher ratio requirements. (EC § 51744 et seq.; 5 C.C.R. § 11700 et seq.)

Proposition 28: Arts and Music in Schools Funding

Annual Report

Fiscal Year 2023-24

Name: Journey

CDS Code: 3066464-6117758

Charter School Number: 294

Allocation Year: 2023-24

1. Narrative description of the Prop 28 arts education program(s) funded: ~~NA Journey is creating an outdoor fiber arts (“Handwork”) classroom that includes a storage container converted into storage space and accessible outdoor art center for students—a portion of the cost of this project, in the amount of \$14,687.80, will be covered using Prop 28 Arts and Music in Schools funding.~~

2. Number of full-time equivalent teachers (certificated) = 0

3. Number of full-time equivalent personnel (classified) = 0

4. Number of full-time equivalent teaching aides = 0

5. Number of students served = 224

6. Number of school sites providing arts education = 1

Date of Approval by Governing Board/Body – ~~6/25/24~~—08/22/24

Annual Report URL - <https://www.journeyschool.net/epa-expenditure-plan/>

Completed By: Gavin Keller

Title: Executive Director

Email: gavin@journeyschool.net

Telephone: 949-448-7232

DRAFT JOURNEY SCHOOL STAFFING PLAN 2024-25

NAME	TITLE/GRADE	SALARY or CONTRACTED HOURS PER WEEK & EXEMPT STATUS	OTHER INFO/NOTES
ADMINISTRATION and STUDENT SUPPORT			
Gavin Keller	Executive Director	Salary/Exempt BENEFITS	
Shelley Kelley	Education Director	Salary/Exempt BENEFITS	
Amanda Simmons	Independent Study Director	0.25 FTE (.5 Teacher) Salary/Exempt BENEFITS	
Grace LaHatt	Office Manager and HR Specialist	Salary/Exempt BENEFITS	
Kris Reynolds	Admin Asst: Enrollment, Communication, After School Programs Coordinator	Salary/Exempt BENEFITS	
Shoon O'Neill	Admin Asst: Registrar, Attendance, Reception	Salary/Exempt BENEFITS	
Janet Gates	Information Technology Specialist and Office Support	Salary/Exempt BENEFITS	
Gaylen Corbett	Admin Assistant: Business Specialist/Accounts Payable	Salary/Exempt BENEFITS	
Tia Manushree	Admin. Assistant: School Nurse	Hourly/Non-Exempt	3 Days/Week SHARED
Jenny Wilkes	Admin. Assistant: School Nurse	Hourly/Non-Exempt	2 Days/Week SHARED
TBD	Admin Assistant: School Nurse	Salary/Exempt BENEFITS	Still Seeking...
Cadence Lusinsky	Counselor	Salary/Exempt BENEFITS	
Emily Landrum	Counselor	FTE Salary/Exempt BENEFITS	New Hire

DRAFT JOURNEY SCHOOL STAFFING PLAN 2024-25

Jaime Lloyd	Receptionist/Communication Support	Hourly /Non-Exempt BENEFITS	
Vivienne Benjamin	Social Media and Event Support	Hourly /Non-Exempt/Part time	

MAIN CLASS TEACHERS	TITLE/GRADE	SALARY or CONTRACTED HOURS PER WEEK & EXEMPT STATUS	OTHER INFO
April Martin	Main Class Teacher	F/T, Salary/Exempt	
Hellene Brodsky-Blake	Main Class Teacher	F/T, Salary/Exempt	
Jill Murphy	Main Class Teacher	F/T, Salary/Exempt	
Fiona Kephart	Main Class Teacher	F/T, Salary/Exempt	
Amanda Simmons	Independent Study Teacher	.5 F/T, Salary/Exempt	At employee request, reduced role to .75 FTE including admin duties
Lindsey Ponzo	Independent Study Teacher	F/T, Salary/Exempt	
Kayla Pennington	Main Class Teacher	F/T, Salary/Exempt	New position for TK
Kelli Garcia	Independent Study Teacher	F/T Salary/Exempt	
Lisa O’Neill	Independent Study Teacher	F/T, Salary/Exempt	
Kelly Larson	Main Class Teacher	F/T, Salary/Exempt	
Dennis Kephart	Main Class Teacher	F/T, Salary/Exempt	
Stacy Kinney	Main Class Teacher	F/T, Salary/Exempt	

DRAFT JOURNEY SCHOOL STAFFING PLAN 2024-25

Jeannie Lee	Main Class Teacher	F/T, Salary/Exempt	
Andrew Goetz	Main Class Teacher	F/T, Salary/Exempt	
Julia Cameron	Main Class Teacher	F/T, Salary/Exempt	
Rita Kandel	Main Class Teacher	F/T, Salary/Exempt	
Kristi Kilcollins	Main Class Teacher	F/T, Salary/Exempt	
Jennifer Tarr	Main Class Teacher	F/T, Salary/Exempt	New Hire
Chandler Boyer	Main Class Teacher	F/T, Salary/Exempt	
Paul Breazeale	Main Class Teacher	F/T, Salary/Exempt	
Heather Boley	Main Class Teacher	F/T, Salary/Exempt	
Jess Johnston	Main Class Teacher	F/T, Salary/Exempt	
Katie Blacker	Main Class Teacher	F/T, Salary/Exempt	
Adam Kilcollins	Main Class Teacher	F/T, Salary/Exempt	
Maisony Schendel	Main Class Teacher	F/T, Salary/Exempt	

DRAFT JOURNEY SCHOOL STAFFING PLAN 2024-25

CERTIFICATED INSTRUCTIONAL SUPPORT	TITLE/GRADE	SALARY or CONTRACTED HOURS PER WEEK & EXEMPT STATUS	OTHER INFO
Suzanna Bortz	Remedial Support Lower Grades	16 periods contact 5 prep HOURS DEPENDENT ON TITLE I FUNDING	
Erin O’Neill	Middle School Academic Specialist (TOSA)	F/T, Salary/Exempt (Teacher Salary Schedule)	
Lindsey LaFleur	Middle School Academic Specialist (TOSA)	F/T, Salary/Exempt (Teacher Salary Schedule)	
Pam Klevit	Elementary Academic Specialist (TOSA)	F/T, Salary/Exempt (Teacher Salary Schedule)	New Position/New Role for Teacher
Miscellaneous	Guest Teachers/Subs.	As needed EXEMPT	

DRAFT JOURNEY SCHOOL STAFFING PLAN 2024-25

Special Education	TITLE/GRADE	SALARY or CONTRACTED HOURS PER WEEK & EXEMPT STATUS	OTHER INFO
Caryn Kaufman	Special Education Program Specialist (Administrator)	Salary/Exempt BENEFITS	New Hire
Alyson Wunderlich	Special Education Teacher	Salary/Exempt BENEFITS	New Hire
Grace Stewart	Special Education Teacher	Salary/Exempt BENEFITS	New Hire
Ashley Grey	Special Education Teacher	Salary/Exempt BENEFITS	New Hire
Alyse Eckstrom	Speech Language Pathologist	Salary/Exempt BENEFITS	New Hire
TBD	Paraprofessional	NA – Full time (30 hours)	Contract with Strategic Kids
TBD	Paraprofessional	NA – Full time (30 hours)	Contract with Strategic Kids
TBD	Paraprofessional	NA – Full time (30 hours)	Contract with Strategic Kids
TBD	Paraprofessional	NA – Full time (30 hours)	Contract with Strategic Kids
TBD	Paraprofessional	NA – Full time (30 hours)	Contract with Strategic Kids
TBD	Occupational Therapist	NA – Part Time (16-20 hours)	Still Seeking...
TBD	School Psychologist	NA – Part Time	Contracted Service with Effectual
TBD	Specialized Services (Vision Therapy, Audiology, Assistive Technology, etc)	NA – Part Time	Contracted Service/Still Seeking

DRAFT JOURNEY SCHOOL STAFFING PLAN 2024-25

SPECIALTY Teachers	TITLE/GRADE	SALARY or CONTRACTED HOURS PER WEEK & EXEMPT STATUS	OTHER INFO
Lindsay Fredrickson	Festival support and music teacher mentor	20 hours for 9 weeks of school year	New Role: Music and dancing support for Mayfaire and other festivals as needed. Mentorship and training of new music teacher
Samira Kasraie	Music Teacher Grades 1-3 and 7 th /8 th music elective	16 classes 8 prep 8 hours music support in main lesson BENEFITS	New Hire
Brandon Wilkes	Garden Instructor	12 classes 6 prep 12 hours maintaining gardens BENEFITS	
Devan Steele	Strings	14 classes 7 prep 3 hours music dept. coordination	
Billy Alexander	Music Elective: Guitar	2 classes 1 prep	
Nicola Wellner	Handwork Grades 5-8	18 classes 9 prep 3 hours specialty program coordination 2 hours assisting Independent Study BENEFITS 50-75 hours annually to work with Parent Cabinet to plan Harvest Faire – reimbursed by PC through their general/annual contribution to the school budget.	
Amanda Hammond	Handwork Grades 1-4	18 classes 9 prep 2 hours assisting Independent Study BENEFITS	

DRAFT JOURNEY SCHOOL STAFFING PLAN 2024-25

Tania Marquez	Lower Grades Art Enrichment and 7 th /8 th Grade Visual Arts	16 classes 8 prep BENEFITS	
Peter Kelley (DML Team)	Digital Media Literacy (DML)	2 classes 1 prep	
Joy Halverson	Games/ Movement	18 classes 9 hours prep BENEFITS	
TBD	Games/ Movement	17 classes 8.5 hours prep BENEFITS	Still Seeking...
Joshua Crawford	Woodwork	16 classes 8 hours prep BENEFITS	
Janet Caballero	Spanish (Grades 1-8)	20 classes 10 hours prep BENEFITS	

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DRAFT JOURNEY SCHOOL STAFFING PLAN 2024-25

CLASSIFIED/INSTRUC-TIONAL SUPPORT	TITLE/GRADE	SALARY or CONTRACTED HOURS PER WEEK & EXEMPT STATUS	OTHER INFO
Jahtziry Hernandez	Kindergarten Assistant	NON EXEMPT 25 hours per week BENEFITS	Potentially eligible for benefits with additional Little Acorns hours
Karen Dillingham	Kindergarten Assistant	NON EXEMPT 25 hours per week	Potentially eligible for benefits with additional Little Acorns hours
Erin Warrack	Kindergarten Assistant	NON EXEMPT 25 hours per week	Potentially eligible for benefits with additional Little Acorns hours
Isabella Ortiz	Kindergarten Assistant	NON EXEMPT 25 hours per week	Potentially eligible for benefits with additional Little Acorns hours
Summer Jones	TK Kindergarten Assistant	NON EXEMPT 25 hours per week BENEFITS	New Assignment Potentially eligible for benefits with additional Little Acorns hours
Laura Valle	Kindergarten Assistant Independent Study and 1 st Grade Assistant	NON EXEMPT 30 hours per week BENEFITS	New Hire for 24-25 3 days per week – Wildflower kindergarten 2 Days per week – Seat based 1 st grade
Lily Shaw	ISP First Grade Assistant	NON EXEMPT 12 hours per week	
Josiah Adams	First Grade Assistant	NON EXEMPT 18 hours per week	3 Days per week
Raz Allen	First Grade Assistant	NON EXEMPT 30 hours per week BENEFITS	
Rachel Verbeek	Violin Assistant	NON EXEMPT 16 hours per week	
Vianney Figueroa	Handwork Assistant	NON EXEMPT 16 hours per week	
Sergio Huertas	Campus Supervision and	NON EXEMPT 35 hours per week	

DRAFT JOURNEY SCHOOL STAFFING PLAN 2024-25

	Custodial Support	BENEFITS	
Carmen Paez	Campus Supervision Lead And Campus Support	NON EXEMPT 35 hours per week BENEFITS	New Hire for 24-25
Tania Marquez	SE and Behavior Support Provider (Hearth Keeper)	NON EXEMPT 12 hours per week BENEFITS	
Sarah Kandel	SE and Behavior Support Provider (Hearth Keeper)	NON EXEMPT 28 hours per week	Increase support hours
Darren Utterback	Elementary School Interventionist, Substitute Teacher, and Campus Support	NON EXEMPT 32 40 hours per week BENEFITS	Increase hours due to sub needs and campus support needs.
Joshua Crawford	Construction/ Maintenance	NON EXEMPT 5 hours per week BENEFITS	
Other Misc Campus Supervisor support: Hourly Staff	Campus Supervisor -Before School -After School -Lunch -Recess	NON EXEMPT Approximately 20-25 hours per week of paid support	
Specialty Teacher Meetings/Performances	Specialty Teachers	NON EXEMPT Approximately 8-10 hours per week of collaborative meetings	

DRAFT JOURNEY SCHOOL STAFFING PLAN 2024-25

Little Acorns Staffing*	TITLE/GRADE	SALARY or CONTRACTED HOURS PER WEEK & EXEMPT STATUS	OTHER INFO
Kris Reynolds	Administrator	EXEMPT – Salary BENEFITS	Responsibilities and duties added to a current administrative assistant. Conversations are underway
Jahtziry Hernandez, Erin Warrack, Karen Dillingham	Little Acorns Leads	NON EXEMPT up to 15 hours per week*	New Role for employee in addition to assistant hours during kindergarten day
Lily Shaw, Summer Jones, Josiah Adams, Issy Ortiz, Anna Whitney	Little Acorns Assistants	NON EXEMPT up to 15 hours per week*	New Role for employee in addition to assistant hours during independent study school day

*Little Acorns is a fee-based aftercare program for kindergarten and transitional kindergarten students. Staffing needs/scheduled hours will ultimately depend on enrollment

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DRAFT JOURNEY SCHOOL STAFFING PLAN 2024-25

CONTRACTORS	TITLE/GRADE	Description/Duration	OTHER INFO
ExED	Business Services	See Contract	See Contract
Earth Roots	Eco-Literacy/Gardening	See Contract	Estimate \$25,750 annually
Black Tiger	IT Consultant	Special projects and complex diagnostics	Estimate \$10,000 annually
David Bocanegra – OC Janitorial Services	Janitorial Service	See contract	Estimate \$60,000 annually
Various	Waldorf Consultants	Provide professional development opportunities and Parent Education on campus	Estimate \$7,000 annually
Various	Special Education	Psychologists, Occupational Therapists, Vision Therapy, related services	Estimate \$280,000 annually
STRATEGIC KIDS	Staffing	Special Education Paraeducators/Substitutes	Estimate \$211,055 annually
STRATEGIC KIDS	Staffing	ELOP	Estimate \$180,000 annually

ADDITIONAL HOUR AGREEMENTS PER CBA	TITLE/GRADE	SALARY or CONTRACTED HOURS PER WEEK & EXEMPT STATUS	OTHER INFO
Up to 5 Main Class Teachers (Admin and mentoring services for Certification Program)	Extra Duty Stipend	Hourly Stipend per CBA	8 hours monthly EACH
1 Main Class Teacher (mentoring for new Main Class Teacher hire)	Extra Duty Stipend	Hourly Stipend per CBA	5 hours monthly TOTAL



~~2023-2024~~ **Employee Handbook**

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1 INTRODUCTORY POLICIES

1.1 Introductory Statement

Welcome! As an employee of Journey School (which is also referred to herein as “Journey School” or the “School”), we hope you will find your employment to be both rewarding and challenging.

This Employee Handbook (“Handbook”) is designed to help employees get acquainted with Journey School. It explains some of our philosophies and beliefs, and describes in general terms, some of our employment guidelines. Although this Handbook is not intended to be an exclusive or comprehensive policies and procedures manual, we hope that it will serve as a useful reference document for employees throughout their employment at the School. In no way does the Handbook replace employment contracts (including any official collectively bargained agreements), other plan documents (e.g., health insurance, retirement plan, etc.) or insurance contracts, which will govern in all cases.

Because the quality of our employees is the key to our success, we carefully select our new employees. In turn, we expect employees to contribute to the success of the School.

This Handbook sets forth the terms and conditions of employment for all employees of the School. The School reserves the rights to change, suspend, revoke, terminate, or supersede provisions of this Handbook, or the policies and procedures on which they may be based, at any time. However, no modification or change to this Handbook will modify the policy of at-will employment. Some employees of the School may be covered by employment agreements. If terms contained in a specific employment agreement conflict with the policies and procedures contained in this Handbook, the employee shall adhere to his or her employment agreement.

This Handbook contains the policies in effect at the time of publication. All previously issued handbooks and any inconsistent policies or memoranda are superseded. With the exception of the statement of at-will status, nothing in this Handbook constitutes, nor should be construed as, an implied or express contract of employment.

It is important that all employees read, understand, and abide by the provisions of the Handbook. If you need further information, or if you wish to discuss any policy in this Handbook, please feel free to contact the Executive Director of the School or Human Resources.

Employees must sign the acknowledgment form at the end of this Handbook and return it to the Administrator.

1.2 Underlying Philosophy

At Journey School the teachers are committed to educating the whole child and endeavor to foster the unfolding of each child’s full potential. Our methods, which are guided by the Core Principles of Public Waldorf Education, place equal emphasis on a solid academic foundation, artistic expression, social development, and attention to the inner life of the child. An integrated

thematic approach to learning emphasizes a child's relationship to the natural world while promoting respect for the environment and humankind. Our teachers nurture the imagination in the early years in order to build a foundation for abstract thinking. The children experience wonder, reverence, and enthusiasm for learning throughout their years at Journey School, and as a result, emerge with a commitment to social responsibility and the potential to impart direction and purpose to their lives. The primary goal of Journey School is to nurture the whole child with the objective of enabling students to become self-motivated, competent, life-long learners. Our graduates will move forward on their life-long journey equipped with an enthusiasm for learning and the courage to meet life's challenges.

In order to foster a close and profound relationship with each child, the class teacher ideally leads the same group of children from grade one through eight. Other skilled professionals also teach the students some of the specialty subjects. Based on a pedagogical model of the developing child, each grade has specific areas of study suited for that developmental age. Within this framework, the teachers present the subject matter integrating Waldorf methods with other educational practices tailored to the learning needs of each child.

Journey School is based upon:

- a developmental approach
- a hands-on, creative educational program
- a classical and innovative curriculum
- a strong sense of community
- a high degree of parent participation
- a close, long-term relationship with teachers
- a cooperative learning experience
- a strong focus on respect, responsibility and compassion

1.3 The Origin and History of Journey School

The idea for Journey School was conceived in 1998 by a group of committed parents in South Orange County, who believed they could offer a distinct educational choice by using Waldorf teaching methods. Waldorf education, the fastest growing independent school movement in the world, operates under the philosophy that in order to develop critical thinking a child needs an active and creative imagination. Within the Journey School classroom, teachers masterfully blend academic and artistic disciplines so that the whole child is involved in every aspect of

learning. This integration of the mind, body and heart allows each child to reach his or her full potential while preserving the natural joy of learning and developing a life-long love for it.

On February 14, 2000, Capistrano Unified School District (CUSD) approved Journey School's Charter making it the first charter school in the district. The school opened in September 2000 with two kindergarten classes and one class each of grades one through three. Journey School's charter was renewed by CUSD in 2005, 2010 and most recently in May of 2015. The school is now serving kindergarten through grade eight, including students studying in an independent study/home based program.

1.4 Statement of At-Will Employment Status

Employment at the School is at-will. Employment at-will may be terminated with or without cause and with or without notice at any time by the employee or the School. Similarly, your status (for example, position, duties, salary, promotions, demotions, etc.) may be changed at-will, with or without cause and with or without notice at any time. Nothing in this Handbook or in any document or statement shall limit the right to terminate employment at-will or limit the School's right to transfer, demote, suspend, administer discipline, and change the terms and conditions of employment at its sole discretion. No manager, supervisor, or employee of the School has authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment other than at-will.

1.5 Equal Employment Opportunity

The School is an equal employment opportunity employer and makes employment decisions, including, but not limited to, hiring, firing, promotion, demotion, training, and/or compensation, on the basis of merit. Employment decisions are based on an individual's qualifications as they relate to the job under consideration. The School's policy prohibits unlawful discrimination based on race, religious creed (which includes religious dress and grooming practices), color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex (which includes pregnancy, childbirth, breastfeeding, and related conditions), gender, gender identity, gender expression, age, sexual orientation, military or veteran status, denial of family and medical care leave, or any other consideration made unlawful by federal, state or local laws, ordinances, or regulations. All such discrimination is unlawful.

The School is committed to complying with all applicable laws providing equal employment opportunities. This commitment applies to all persons involved in the operations of the School and prohibits unlawful discrimination by any employee of the School, including supervisors and co-workers.

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

situation, engage in an interactive process with the individual, and respond to the individual's request.

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

1.6 Unlawful Harassment

The School is committed to providing a work environment free of unlawful harassment. The School's policy prohibits harassment based on race, religious creed (which includes religious dress and grooming practices), color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex (which includes pregnancy, childbirth, breastfeeding, and related medical conditions), gender, gender identity, gender expression, age, sexual orientation, military or veteran status, denial of family and medical care leave, or any other consideration made unlawful by federal, state or local laws, ordinances, or regulations.

The School's anti-harassment policy applies to all persons involved in the operation of the School and prohibits unlawful harassment by any employee of the School, (which includes supervisors and co-workers) and third parties. The School will take all reasonable steps to prevent or eliminate unlawful harassment by non-employees, including students, parents, customers, clients, and suppliers, who have workplace contact with our employees.

Prohibited unlawful harassment includes, but is not limited to, the following behavior:

- Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations, or comments.
- Visual conduct such as derogatory and/or sexually oriented posters, photography, cartoons, drawings, or gestures.
- Physical conduct such as assault, unwanted touching, blocking normal movement, or interfering with work because of sex, race, or any other protected basis.
- 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.
- Retaliation for having reported or threatened to report unlawful harassment in good faith.

This policy applies to all phases of employment, including, but not limited to, recruiting, testing, hiring, upgrading, promotion, demotion, transfer, layoff, termination, rates of pay, benefits, and selection for training.

If you believe you have been subjected to unlawful harassment, please follow the complaint procedure outlined below. Employees must report conduct prohibited by this policy whether or not they are personally involved.

1.7 Retaliation

The School prohibits retaliation against any employee because of the employee's opposition to a practice or conduct the employee reasonably believes to be unlawful or because of the employee's lawfully protected participation in an investigation or proceeding. Any retaliatory adverse action because of such opposition or participation may be unlawful and will not be tolerated.

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

1.8 Complaint Procedure—Discrimination, Harassment, Retaliation

Employees must report all incidents believed to be unlawful discrimination, harassment, or retaliation, regardless of whether they are the alleged victim, a witness, a bystander, or otherwise. If you believe you have been subjected to any form of such unlawful conduct, or if you have knowledge of such unlawful conduct, submit a complaint, preferably in writing, to your supervisor or Human Resources. If these individuals are not available, or in the event that you believe that one of these individuals has engaged in inappropriate behavior in violation of these policies, submit a complaint to any other supervisor as soon as possible. Supervisors must report any and all conduct of which they are made aware, which violates, or may violate, policies regarding unlawful discrimination, harassment, or retaliation to the Executive Director of the School or other upper-level managers, as appropriate.

All complaints submitted pursuant to this policy should be done in writing, but they may be done verbally. Your complaint should be specific and should include the names of the individuals involved and the names of any witnesses.

The School encourages all employees to immediately report any incidents of unlawful discrimination, harassment, and/or retaliation so that complaints can be quickly and fairly resolved. All complaints will be handled as confidentially as possible and information will be disclosed only as it is necessary to complete the investigation and resolve the matter.

Upon notice of such a complaint, the School will attempt to resolve the situation by promptly undertaking an effective, thorough, and objective investigation through the use of "qualified personnel" and using methods that provide all parties with "appropriate due process." During the investigation, the School will provide regular progress updates, as appropriate, to those directly involved. The School will strive to complete its investigation as efficiently as possible in light of the allegations and will reach any conclusions based on the evidence collected.

If the School determines that unlawful conduct or a violation of applicable policies has occurred, appropriate remedial measures will be taken in accordance with the circumstances involved. Any employee determined by the School to be responsible for unlawful discrimination, harassment, and/or retaliation will be subject to appropriate disciplinary action, up to and including termination. Appropriate action will also be taken to deter future conduct.

There will be no retaliation against any employee who brings a complaint in good faith or who honestly assists in investigating such a complaint, even if the investigation produces insufficient evidence that there has been a violation, or if the charges cannot be proven.

Employees who believe that they have been unlawfully discriminated against, harassed, or retaliated against may also file a complaint with the local office of the California Department of Fair Employment and Housing (“DFEH”) or the Equal Employment Opportunity Commission (“EEOC”). The DFEH and the California Fair Employment and Housing Council (“FEHC”) as well as the EEOC can also order an employer to hire, reinstate, or promote a victim of discrimination, harassment, and/or retaliation or make other changes in School policies. The address and phone number of the local DFEH and EEOC offices can be found in the government sections of your local telephone directory or online.

1.9 Open Door Policy

At some time or another, you may have a suggestion, complaint, or question about the School, your job, your working conditions, or the treatment you are receiving. We welcome your suggestions, complaints, or questions. For issues other than prohibited harassment, discrimination, or retaliation, we ask that you take your concerns first to your supervisor, who will investigate and provide a solution or explanation. If the problem is still not resolved, you may present it to Human Resources or the Executive Director of the School, preferably in writing, who will address your concerns.

~~1.10 Workplace Anti-Violence Policy~~

~~—————The School recognizes that violence in the workplace is a growing nationwide problem necessitating a firm, considered response. The costs of such violence are great, both in human and financial terms. We believe that the safety and security of employees and students is paramount. Therefore, the School has adopted this policy regarding workplace violence to help maintain a secure workplace.~~

~~—————Acts or threats of physical violence, including intimidation, harassment, and/or coercion, that involve or affect the School, occur on School property, or occur in the conduct of School business off property will not be tolerated. This prohibition against threats and acts of violence applies to all persons involved in School operations, including, but not limited to, School students, parents, employees, independent contractors, temporary employees, vendors and anyone else on School property or conducting School business off property. Violations of this policy, by any individual, may result in disciplinary action, up to and including termination and/or legal action as appropriate.~~

~~—————Suspicious persons or activities should be reported to Human Resources or the Executive Director. Secure your desk or office at the end of the day. When called away from your work area for an extended length of time, do not leave valuables and/or personal articles in or around your workstation that may be accessible. The Faculty Lounge has been established as a place where employees can go to relax, eat, or meet in a relaxed atmosphere. Access to this area should be restricted to employees only so that security concerns can be minimized. The security of facilities and the welfare of our students and employees depend on the alertness and sensitivity of every~~

individual to potential security risks. You should immediately notify Human Resources when any person(s) are acting in a suspicious manner in or around the facilities or when keys, security passes, or identification badges are missing.

~~1.10.1~~ — ~~Workplace Violence Defined~~

~~Workplace violence includes, but is not limited to, threats of any kind; threatening, physically aggressive, or violent behavior, such as intimidation or attempts to instill fear in others; other behavior that suggests a propensity toward violence, including belligerent speech, excessive arguing or swearing, sabotage, threats of sabotage of School property; defacing School property or causing physical damage to the facilities; and bringing weapons or firearms of any kind on School premises or while conducting School business.~~

~~1.10.2~~ — ~~Enforcement/Complaint Procedure~~

~~Any person who violates this policy on School property may be removed from the premises as quickly and safely as possible, at the School's discretion, and may be required to remain off School premises pending the outcome of an investigation of the incident.~~

~~If any employee observes or becomes aware of any of the above-listed actions or behavior by an employee, student, parent, visitor, or anyone else, he or she must immediately notify his or her supervisor or Human Resources. Furthermore, employees should notify Human Resources if any restraining order is in effect related to the employee or if a potentially violent non-work-related situation exists that could result in violence in the workplace.~~

~~All reports of workplace violence will be taken seriously and will be investigated promptly and thoroughly. In appropriate circumstances, the School will inform the reporting individual of the results of the investigation. To the extent feasible, the School will maintain the confidentiality of the reporting employee. However, the School may need to disclose information in appropriate circumstances (for example, in order to protect individual safety). The School will not tolerate retaliation against any employee who reports workplace violence.~~

~~If the School determines that workplace violence has occurred, the School will take appropriate corrective action and may impose disciplinary action, up to and including termination.~~

1.11.10 Waldorf Background

Journey School in all cases seeks faculty and administration who hold Waldorf education certificates or who have knowledge of Waldorf education. Employees without Waldorf

certification are encouraged to begin Waldorf training within the first year of employment, generally to be completed within three (3) years of the start date.

1.12.11 Hiring Requirements

1.12.11.1.1 Certification

The School's teachers are required to hold and maintain a current California Commission on Teacher Credentialing certificate, permit, or other document. Teachers of non-core subjects may not be required to comply with this policy.

1.12.21.11.2 Tuberculosis Testing

No person shall be employed by the School unless he or she provides proof of having submitted to a tuberculosis (TB) risk assessment within the past 60 days and that no risk factors have been identified. If TB risk factors are identified, or as an alternative to the assessment, the applicant must submit proof that a qualified professional has determined he or she is free of infectious TB following testing and examination. The examination, if required, shall consist of an approved intra-dermal tuberculin test that, if positive, shall be followed by an X-ray of the lungs. Each employee shall cause to be on file with the School a certificate from a qualified professional showing the employee was assessed or examined and found free of risk factors or of infectious TB (as applicable). A person who transfers employment from another school can meet these requirements by providing a certificate from a qualified professional, or a verification from the prior school employer, that shows he or she was found to be free of infectious TB within 60 days of initial hire.

An employee who has no identified risk factors or who tests negative for TB shall undergo the TB risk assessment and, if risk factors are identified, the examination, at least once every four years or more often if recommended by the local health officer.

The risk assessment, and examination if necessary, is a condition of initial employment, and the expense incident thereto shall be borne by the applicant. This requirement also includes contract food handlers, substitute teachers, and student teachers serving under the supervision of an educator.

1.12.31.11.3 CPR/First Aid

Employees will maintain current certification in CPR/First Aid. Certification is a condition of initial employment, and the expense incident thereto shall be borne by the applicant. If an employee begins employment without a current certification, they will certify or re-certify within the first six (6) months of employment. If an employee does not meet this requirement, any subsequent employment will be written with a requirement that certification be completed in order to continue employment.

1.12.41.11.4 Criminal Background Checks

It is the policy of the School to require fingerprinting and background checks for its employees consistent with legal requirements.

The School may, on a case-by-case basis, require an entity providing School site services to certify that the entity’s employees comply with the requirements for fingerprinting, unless the School determines that the employees of the entity will have limited contact with pupils. To make such a determination, the School must consider all relevant circumstances, including factors such as the length of time the contractors will be on school grounds, whether pupils will be in proximity with the site where the contractors will be working, and whether the contractors will be working by themselves or with others. If the School makes this determination, the School shall take appropriate steps to protect the safety of any pupils that may come in contact with these contractors. If a School requires an entity to comply with the fingerprinting requirements, the entity is required to comply with this section.

On a case-by-case basis, Human Resources and/or the Executive Director shall determine whether a volunteer will have more than limited contact with pupils or consider other factors requiring a criminal background check for such a volunteer.

4.12.51.11.5 Immigration Compliance

The School is committed to full compliance with federal and state immigration laws. These laws require that all individuals pass an employment verification procedure before they are permitted to work. This procedure has been established by law and requires that every individual provide satisfactory evidence of his or her identity and legal authority to work in the United States no later than three business days after he begins work. Accordingly, all new hires must go through this procedure.

2 EMPLOYMENT POLICIES AND PRACTICES

2.1 Employee Classifications

Upon hiring, all employees are classified as exempt or non-exempt, full-time or part-time, and regular or temporary. All employees are either exempt or non-exempt according to provisions of applicable wage and hour laws. Because all employees are hired for an unspecified duration, these classifications do not guarantee employment for any specific length of time. Employment is at the mutual consent of the employee and the School. Accordingly, either the employee or the School can terminate the employment relationship at-will, at any time, with or without cause or advance notice.

2.2 Exempt Employees

Pursuant to the federal Fair Labor Standards Act and applicable state laws, exempt employees are those who exercise the requisite degree of discretion and independent judgment and perform certain administrative, professional, and/or executive duties. Exempt employees are not entitled to overtime pay. Exempt employees are expected to report for work and perform their jobs in a regular and timely manner.

2.3 Non-Exempt Employees

Pursuant to the Fair Labor Standards Act and applicable state laws, non-exempt employees are entitled to overtime pay in accordance with applicable law. Non-exempt employees

may have to work hours beyond their normal schedules as work demands require. Non-exempt employees are required to take meal and rest periods in the manner described in this Handbook.

2.4 Regular Employees

Regular employees are those who are hired to work on a regular schedule. Regular employees may be classified as full-time or part-time.

2.5 Full-Time Employees

An employee who is regularly scheduled to work and regularly works at least 30 hours per week is considered a regular full-time employee. Generally, full-time employees are eligible for School benefits, such as health care plans, Personal, holidays, and sick leave. However, eligibility for each School benefit is ultimately governed by the applicable policy, plan document, and/or applicable law. Thus, there may be an instance in which a full-time employee is eligible for some but not all of these benefits.

2.6 Part-Time Employees

An employee who is regularly scheduled to work and regularly works fewer than 30 hours per week is considered a regular part-time employee. Generally, part-time employees may be eligible for School benefits, such as health care plans, Personal, holidays subject to certain limitations. However, eligibility for each School benefit is ultimately governed by the applicable policy, plan document, and/or applicable law. Thus, there may be an instance in which a part-time employee is eligible for one or more of these benefits.

2.7 Temporary Employees

An employee who is hired for a particular project or job of limited or indefinite duration is considered a temporary employee. A temporary employee is not eligible to earn, accrue, or participate in any School benefits program, except as otherwise required by law.

An employee will not change from one status to any other status or classification simply because of the number of hours that the employee is scheduled to work or the length of time spent as an employee. The status of a temporary employee may change only if the employee is notified of the change in status, in writing, by Human Resources.

2.8 Job Duties

Your supervisor will explain your job responsibilities and the performance standards expected of you. Be aware that your job responsibilities may change at any time during your employment. From time to time, you may be asked to work on special projects or to assist with other work necessary or important to the operation of your department or the School. Your cooperation and assistance in performing such additional work is expected.

The School reserves the right, at any time, with or without notice, to transfer, demote, suspend, administer discipline, change job responsibilities, and change the terms and conditions of employment at its sole discretion.

2.9 Payment of Wages

Employees are paid on the 15th and on the last day of the month. Employees are required to report any overpayment of wages to the Accounting Department. Any discrepancies or shortages in the calculation of wages should be reported as soon as possible after payday.

2.10 Overtime

All non-exempt employees are required to obtain approval from their supervisor prior to working overtime. Failure to obtain such approval may subject an employee to discipline, up to and including termination. Overtime compensation will be paid in accordance with all state and federal laws. Exempt employees are not entitled to overtime.

Exempt employees working more than forty hours per week will not accrue overtime or comp. time.

2.11 Workday and Workweek

For purposes of calculating overtime, the School's standard workweek begins on Sunday at 12:01 a.m. and ends on Saturday at 12:00 a.m. (midnight). The School's standard workday is 12:01 a.m. to 12:00 a.m. (midnight) each day.

2.12 Meal and Rest Periods

Meal Periods: All non-exempt employees are provided the opportunity to take an uninterrupted meal period of at least 30 minutes each day they work more than 5 hours. You must commence the meal period before you complete your fifth hour of work. Thus, if you begin working at 8:30 a.m., for example, you must take your meal period prior to 1:30 p.m. In addition, you must record the actual times that you stop and start work to take a meal period. A second meal period of not less than 30 minutes is also required whenever a non-exempt employee works more than 10 hours in a workday. You must commence your second meal period before you complete your tenth hour of work. Meal periods are unpaid.

Rest Periods: All non-exempt employees are authorized, permitted, and strongly encouraged to take a 10-minute rest period every 4 hours worked or major fraction thereof. Ordinarily, this amounts to two 10-minute rest periods per 8-hour workday. The first rest period should be taken roughly in the middle of the 4-hour work period prior to lunch, and the second rest period should be taken roughly in the middle of the 4-hour work period following lunch. You do not need to record the times of these rest periods. You will be paid for the time spent on your rest periods.

During your meal periods and rest periods, you may not work at all. You are excused from all duties. In addition, please understand that you may not join together required meal or rest periods in order to take a longer break. Also, you may not miss a required meal or rest period in order to start work later or leave work earlier.

In the rare event that you believe you cannot take a meal or rest period, or you are unable to take a full meal or rest period pursuant to School policy, you must notify Human Resources in

advance whenever possible (and, in any event, as soon as possible) so that the proper measures may be taken.

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

2.13 Timekeeping

To ensure compliance with all applicable laws, non-exempt employees must accurately record all hours worked. This means they must record their time whenever they begin, cease, or resume working during the course of a workday. While you need not record rest periods, you must record time you begin and end each meal period. Under no circumstances may one employee record time for another employee. Exempt employees may also be expected to record their time worked and report absences from work due to personal needs or illness.

You will be expected to record time worked on a timesheet for each pay period. Recording inaccurate time on your timesheet or recording time on another employee's time sheet is a violation of the School policy and may result in discipline, including immediate termination. Employees are strictly prohibited from working "off the clock" or failing to record all time worked. Falsification of any timecard may result in disciplinary action, up to and including termination.

2.14 Personnel Records

To keep our personnel records accurate and to comply with state and federal laws, you must notify your supervisor immediately of any change(s) in the following personnel information:

- Your name (whether by marriage or otherwise).
- Your home address and telephone number.
- Whom to inform in case of an emergency, including names and home and work telephone numbers and addresses.
- Withholding tax information (your marital status and correct number of dependents).
- Completion of education.
- Change of beneficiary on group life insurance.

2.15 Reimbursements

Reimbursable expenses must be requested and approved (by the administrator) in writing prior to the expense by using an official pre-authorization form and/or by email if use of the form is not possible. Expenses without advance approval may not be reimbursed.

Pre-authorization forms should be specific and include the exact items and cost of those items. These forms are not open purchase orders that receipts may be submitted towards

throughout the school year. All expenses or purchases must be made from the most economical source. Classroom supplies are usually approved annually as part of the budget process. The following also applies to reimbursements:

- Employees will be reimbursed for expenditures within three weeks of presentation of complete and appropriate documentation.
- Original itemized receipts or other appropriate documentation will be required for all expenses.
- The employee and the Administrator (or designee) must sign or electronically approve expense reports.
- Administrator expense reports should be approved by an officer of the board and always be submitted to the school's business office for processing and payment.
- Expenses greater than two months old may not be reimbursed.
- At the end of the fiscal year, if an expense report has not been turned in for expenses incurred during the previous fiscal year, the expense will not be able to be reimbursed after July 30.

2.16 Employee References

All requests for references must be directed to Human Resources. No other manager, supervisor, or employee is authorized to release references for current or former employees. The School's policy as to references for employees who have left the School is to disclose only the dates of employment and the title of the last position held. If you authorize disclosure in writing, the School will also provide a prospective employer with the information on the amount of salary or wage you last earned.

2.17 Performance Evaluations

Employees will receive periodic performance evaluations. Your supervisor will conduct the evaluation and discuss it with you. The School strives to conduct performance evaluations annually. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or performance problems.

Your performance evaluations may review factors such as the quality and quantity of the work you perform, your knowledge of the job, your initiative, your work attitude, and your attitude toward others. The performance evaluations should help you become aware of your progress, areas for improvement, and objectives or goals for future work performance.

Positive performance evaluations do not guarantee increases in salary or promotions. Salary increases and promotions are solely within the discretion of the School and depend upon many factors in addition to performance. After the review, you will be required to sign the

evaluation report simply to acknowledge that it has been presented to you and discussed with you by your supervisor and that you are aware of its contents.

The School's provision of performance evaluations does not alter the at-will employment relationship. Nothing in this policy shall limit the right to terminate employment at-will or limit the School's right to transfer, demote, suspend, administer discipline, and change the terms and conditions of employment at its sole discretion. Failure by the School to evaluate the employee will not prevent the School from transferring, demoting, disciplining, or terminating an employee. Employment is at the mutual consent of the employee and the School. Accordingly, either the employee or the School can terminate the employment relationship at-will, at any time, with or without reason and with or without notice.

2.18 Conflicts of Interest

While employed by the School, employees owe a duty of loyalty to the School and are required to avoid any situation that presents an actual or potential conflict of interest. An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of the School's business dealings. For purposes of this policy, "relatives" are defined to include spouses, registered domestic partners, children, siblings, parents, in-laws, and step-relatives. Instances where an actual or potential conflict of interest may arise include, but are not limited to, the acceptance of gifts, engaging in outside activities, and personal and familial relationships.

Notwithstanding this policy, if an employee is a "designated employee" under the Board's Conflicts of Interest Code (adopted pursuant to the Political Reform Act), then the employee must comply with those provisions in addition to this policy.

2.18.1 Gifts

Improper personal gain may result not only where an employee or relative has a significant ownership interest in a company with which the School does business but also when an employee or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving the School. The receipt of occasional flowers, candy or gifts worth less than \$250.00 from clients, customers, or vendors fall outside the intent of this policy and acceptance of such items is permissible.

2.18.2 Outside Activities

The School recognizes the right of employees to engage in activities outside of their employment that are of a private nature and unrelated to the School's business. However, employees may not engage in any outside activity, including outside employment, which presents an actual or potential conflict of interest. Such outside activities must not affect the employee's work hours, interfere or conflict with the employee's job duties, raise any ethical or conflict of interest concerns, or create any conditions that may impact the employee's job performance. Each employee must disclose any outside employment he or she wishes to pursue so that the School may assess and prevent potential or actual conflicts of interest from arising. The employee is required to obtain written approval that such outside employment does not create an actual or

potential conflict of interest from the Executive Director before accepting such outside employment.

Employees also may not use the School's name, logo, supplies, equipment, or other property in connection with any outside activities. If you have any questions regarding the potential impact of any outside activities, including outside employment, please contact Human Resources prior to engaging in such activity.

2.18.3 Personal and Familial Relationships

Employees have an obligation to place the School's interests before their own and to exercise good judgment on behalf of the School. Personal involvement with a competitor, customer, vendor, supplier, or subordinate employee of the School, which impairs an employee's ability to exercise good judgment on behalf of the School, creates an actual or potential conflict of interest. An employee involved in any such relationship must immediately and fully disclose the circumstances to Human Resources for a determination as to whether a conflict exists. If an actual or potential conflict of interest exists, the School will take appropriate corrective action according to the circumstances, up to and including termination.

Relatives of employees may be eligible for employment with the School only if the individuals involved do not work in a direct supervisory relationship or in job positions in which an actual or potential conflict of interest could arise. Current employees who marry will be permitted to continue working in the same job positions held only if they do not work in direct supervisory relationship with one another or in job positions involving conflicts of interest. If relatives are found to be employed in any of these prohibited job positions, the School will take action to eliminate the conflict, including possibly requiring one or both employees to accept a transfer to another position or to resign.

Failure to comply with the Conflicts of Interest Policy may result in disciplinary action, up to and including termination.

2.19 Discipline

Inappropriate conduct, such as violation of School policies and rules and/or poor performance, may warrant disciplinary action. Under appropriate circumstances, the School may subject an employee to a range of disciplinary action that includes, but is not limited to, verbal warnings, written warnings, suspension, or termination. The system is not formal, and the School may, in its sole discretion, utilize whatever form of discipline is deemed appropriate under the circumstances, up to and including immediate termination of employment. The School's use of varying forms of discipline does not alter the at-will employment relationship in any way. Employment is at the mutual consent of the employee and the School. Accordingly, either the employee or the School can terminate the employment relationship at-will, at any time, with or without reason and with or without notice.

For employees subject to a Collective Bargaining Agreement, please refer to the Agreement regarding the disciplinary process.

2.20 Voluntary Termination

Although employment with the School is at-will, the School requests that an employee who intends to voluntarily leave his or her employment with the School provide appropriate written notice to their supervisor or Human Resources. This advance notice will provide your supervisor adequate time to complete the termination process and ensure a smooth transition for your departure from the School. All School-owned property (laptops, cell phones, student files, student grades and work product, lesson plans, keys, files, identification badges, credit cards, etc.) must be returned immediately upon termination of employment.

An employee who fails to report to work for three or more consecutively scheduled workdays without notice to, or approval by his or her supervisor, will, in most cases, be deemed to have voluntarily terminated his or her employment with the School.

3 STANDARDS OF CONDUCT

3.1 Prohibited Conduct

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 injurious to security, personal safety, employee welfare, and the School's operations also may be prohibited. Violation of the following standards may result in disciplinary action, up to and including immediate termination:

Falsification of employment records, employment information, or other School records. This includes making false statements or omitting material information in the application procedure for employment.

- Falsifying any time record.
- Theft, damage, or destruction of any School property or the property of any employee or client.
- Removing or borrowing School property without prior authorization.
- Unauthorized use of School equipment, time, materials, or facilities.
- Provoking a fight or fighting during working hours or on School property.
- Participating in horseplay on School time or on School premises.
- Carrying firearms or any other dangerous weapons on School premises at any time.
- Causing, creating, or participating in a disruption of any kind during working hours on School property.

- Insubordination, including, but not limited to, failure or refusal to obey the legitimate orders or instructions of a supervisor or administrator, or the use of abusive or threatening language toward a supervisor or administrator.
- Using abusive, profane, threatening, indecent, or foul language and/or having inappropriate physical contact with students, parents, or other employees at any time on School premises.
- Unreported absences.
- Failure to observe working schedules, including meal and rest periods.
- Sleeping or malingering on the job.
- Working overtime without authorization or refusing to work assigned overtime.
- Working “off the clock” or failing to record or report all hours worked.
- Failing to keep confidential information pertaining to parents, students, or vendors.
- Violation of any safety, health, security, or other School policies, rules, or procedures.
- Committing a fraudulent act or a breach of trust under any circumstances.
- Engaging in unlawful harassment, discrimination, or retaliation.
- Making false or malicious statements about any employee or the School.
- Poor personal hygiene and grooming habits unless otherwise protected by law.
- Gambling of any type on School premises.
- Violation of the Drug and Alcohol Abuse Policy, including, but not limited to, refusing to submit to a drug/alcohol test mandated by the School.
- Unauthorized use of cameras or other recording devices on School premises.
- Intentionally supplying false information in order to obtain a leave of absence or other benefits from the School.
- Poor attendance, including, but not limited to, habitual tardiness and/or absenteeism, leaving early without permission, absence from work without permission, and abuse of time during work hours, to the extent permitted by law.
- Unsatisfactory work performance.

- Unfit for service, including the inability to appropriately instruct or associate with students.
- Performing unauthorized work on School time.
- Failure to observe designated areas limiting eating, drinking, or other activities.
- Smoking or using tobacco products on School property.

This statement of prohibited conduct does not alter the School’s policy of at-will employment. The School and you retain the right to terminate the employment relationship at any time, with or without reason or advance notice.

3.2 Employee-Student Relations Policy

3.2.1 Boundaries Defined

For the purposes of this policy, the term “Boundaries” is defined as acceptable professional behavior by employees while interacting with a student. Trespassing beyond the Boundaries of a student/teacher or student/educator relationship is deemed an abuse of power and a betrayal of public trust.

3.2.2 Unacceptable and Acceptable Behavior

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

Employees must understand their own responsibilities for ensuring that they do not cross the Boundaries as written in this policy. Disagreeing with the wording or intent of the established Boundaries will be considered irrelevant for any required disciplinary purposes. Thus, it is critical that all employees study this policy thoroughly and apply its spirit and intent in their daily activities. Although sincere, professional interaction with students fosters the charter mission of academic excellence, employee-student interaction has Boundaries regarding the activities, locations, and intentions.

The following is an illustrative list of unacceptable behavior, which includes, but is not limited to:

- Providing and/or discussing sex education (information, topics and terms) when parents have not been previously informed of topics to be discussed and have been afforded a right to opt out of sex education instruction.
- Kissing of ANY kind
- Any type of unnecessary physical contact with a student in a private situation

- Intentionally being alone with a student away from the School
- Making, or participating in, sexually inappropriate comments
- Sexual jokes or jokes/comments with sexual double entendre
- Seeking emotional involvement (which can include intimate attachment) with a student beyond the normative care and concern required of an educator
- Listening to and/or telling stories that are sexually oriented.
- Discussing inappropriate personal troubles or intimate issues with a student in an attempt to gain their support and understanding
- Becoming involved with a student so that a reasonable person may suspect inappropriate behavior
- Giving students a ride to/from School or School activities without parental permission
- Being alone in a room with a student at the School with the door closed
- Allowing students in your home without signed parent permission for a preplanned and pre-communicated educational activity that must include the presence of another educator, parent, or other responsible adult
- Remarks about the physical attributes or physiological development of anyone
- Excessive attention toward a particular student
- Sending e-mails, text messages, instant messages, social media messages, or letters to students if the content is not about School activities and not in accordance with applicable School policies or in violation of the School's Social Media Policy
- Being "friends" with a student on any personal or non-School social media website
- Communicating with students or parents/guardians in violation of the School's Social Media Policy
- Engaging in inappropriate and/or unprofessional communications with students on School social media
- Using profanity with or to a student
- Involving students in non-educational or non-school related issues, including, but not limited to, the employee's employment issues

The following is an illustrative list of acceptable and recommended behavior, which includes, but is not limited to:

- Obtaining parents' written consent for any after-school activity on or off campus (exclusive of tutorials)
- Obtaining formal approval (School and parental) to take students off School property for activities such as field trips or competitions
- E-mails, text messages, phone conversations, and other communications to and with students must be professional and pertain to School activities or classes, and communication should be initiated via School-based technology and equipment
- Keeping the door open when alone with a student
- Keeping reasonable space between you and students
- Stopping and correcting students if they cross your own personal boundaries
- Keeping parents informed when a significant issue develops about a student
- Keeping after-class discussions with a student professional and brief
- Asking for advice from senior staff or administrators (such as Human Resources or the Executive Director) if you find yourself in a difficult situation related to Boundaries
- Involving your supervisor if conflict arises with a student
- Informing Human Resources or the Executive Director about situations that have the potential to become more severe
- Making detailed notes about an incident that could evolve into a more serious situation later
- Recognizing the responsibility to stop unacceptable behavior of students and/or coworkers
- Asking another employee to be present if you will be alone with any student who may have severe social or emotional challenges
- Asking another employee to be present, or within close supervisory distance, when you must be alone with a student after regular School hours
- Giving students praise and recognition without touching them in questionable areas; giving appropriate pats on the back, high five's, and handshakes

- Keeping your professional conduct a high priority during all moments of student contact
- Asking yourself if any of your actions that go contrary to these provisions are worth sacrificing your job, your career, and the reputation of the School

3.2.3 Reporting Violations

When any employee, parent, or student becomes aware of an employee having crossed the Boundaries specified in this policy, he or she must promptly report the suspicion to Human Resources or the Executive Director. All reports shall be kept as confidential as possible. Prompt reporting is essential to protect students, the suspected employee, any witnesses, and the School as a whole. Employees must also report to the administration any awareness of, or concern about, student behavior that crosses Boundaries or any situation in which a student appears to be at risk for sexual abuse.

3.2.4 Child Abuse and Neglect Reporting

California Penal Code section 11166 requires any teacher or child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident. Employees may, but are not required to report such incidents to Human Resources and the Executive Director. Reporting such incidents to Human Resources and the Executive Director does not relieve the employee of responsibility to also immediately report such incidents to the appropriate child protective agency by telephone and to send a written report thereof within thirty-six (36) hours. However, employees may work cooperatively to report the incidents and to file one written report. Employees who have any questions about these reporting requirements should contact Human Resources. Mandated Reporter Training is an annual requirement of all employees.

3.2.5 Investigating

The Executive Director will promptly investigate any allegation of a violation of the Employee-Student Relations Policy, using such support staff or outside assistance as he or she deems necessary and appropriate under the circumstances, unless the allegation also constitutes a reportable allegation under California Penal Code section 11166. In the event the allegation also constitutes such a reportable allegation, the Executive Director shall comply with the legal requirements of immediately reporting the allegation to a child protective agency and shall follow up such report with a written report with thirty-six (36) hours.

If the allegation is only a violation of the Employee-Student Relations Policy, but not a violation of California Penal Code section 11166, the Executive Director or other appropriate administrator shall conduct an investigation as set forth above. Throughout this fact-finding process, the investigating administrator, and all others privy to the investigation, will protect the

privacy interests of any affected student(s) and/or employee(s), including any potential witnesses, to the fullest extent possible.

3.2.6 Violations

Violations of this policy may result in disciplinary action, up to and including termination. When appropriate, violations of this policy may also be reported to authorities for potential legal action.

3.3 Political Beliefs and Neutrality Policy

In order to maintain and promote efficient operations at the School and in order to ensure that all students and staff members feel welcome and are not unduly distracted in the workplace and learning environment, the School maintains an expectation applicable to all employees that governs the distribution and posting of content that may be perceived as politically motivated or actively used for partisan political purposes. Additionally, employees are not permitted to share political beliefs, opinions and affiliations through curriculum and classroom instruction delivered to students.

3.4 Solicitations and Distributions

In order to maintain and promote efficient operations, discipline, and security, and in order to ensure that all students feel welcome and are not unduly distracted in the learning environment, the School maintains rules applicable to all employees that govern solicitation, distribution of written material, and entry onto the premises and work areas. All employees are expected to comply with these rules, which will be strictly enforced. Any employee who is in doubt concerning the application of these rules should immediately consult with his or her supervisor. These rules are:

No employee shall sell merchandise or solicit or promote support for any cause or organization during his or her working time or during the working time of the employee(s) at whom such activity is directed. As used in these rules, working time excludes meal and break periods.

No employee shall distribute, post or circulate any written or printed material, other than those approved by management for business purposes, in work areas at any time or during his or her working time or during the working time of the employee(s) at whom such activity is directed. As used in this section, working areas excludes designated meal and break rooms.

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

3.5 Drug and Alcohol Abuse Policy

Our employees are our most valuable resource, and their own health and safety are therefore serious concerns. We will not tolerate any drug or alcohol related conduct that imperils the health and well-being of our employees. Further, the use of illegal drugs and abuse of controlled substances is inconsistent with law abiding behavior expected of all citizens. Employees who use

illegal drugs or abuse other controlled substances or alcohol tend to be less productive, less reliable, and prone to greater absenteeism resulting in the potential for increased cost and risk.

We believe our employees have the right to work in an alcohol and drug-free environment and to work with persons free from the effects of alcohol and drugs. Employees who abuse alcohol or drugs are a danger to themselves and to other employees. We are therefore committed to maintaining a safe and healthy workplace free from the influence of alcohol and drugs. We hope all employees will join with us in achieving our goal of a safe and productive drug-free workplace.

The School prohibits the following:

- Use, possession, manufacture, distribution, dispensation, purchase, or sale of illegal drugs or drug paraphernalia on School premises or School business or during working hours;
- Unauthorized use or possession or any manufacture, distribution, dispensation, purchase, or sale of an controlled substance (including medicinal marijuana) on School premises or School business or during working hours;
- Unauthorized use or possession or any manufacture, distribution, dispensation, purchase, or sale of alcohol on School premises or School business or during working hours;
- Storing in a locker, desk, automobile, or other repository on School premises any controlled substance or alcohol whose use is unauthorized, or any illegal drug or drug paraphernalia;
- Being under the influence of an unauthorized controlled substance, illegal drug, or alcohol on School premises or School business or during working hours;
- Refusing to submit to an inspection when requested by management;
- Failing to adhere to the requirements of any drug or alcohol treatment or counseling program in which the employee is enrolled;
- Conviction under any criminal drug statute for a violation occurring in the workplace;
- Failure to keep all prescribed medicine in its original container, which identifies the drug, date of prescription, and the prescribing doctor.

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

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

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

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

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

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

The School may require a test by intoxilyzer, blood test, urinalysis, medical examination, or other drug/alcohol screening of those persons whom the School reasonably suspects of using, possessing, or being under the influence of a drug or alcohol.

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

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

3.6 Schedule and Working Hours

Business hours of Journey School are 8:00 a.m. to 5:00 p.m., Monday through Friday. During the summer business hours will be modified and posted. All employees will be assigned a work schedule suitable for their job assignment and will be expected to begin and end work according to the schedule. Please note that schedules may vary depending on a variety of factors including whether you work during the academic year or on an annual basis. The Executive Director or your supervisor will assign your individual work schedule. In order to accommodate the needs of our business, it may be necessary to change individual work schedules on either a short- term or long-term basis. All employees are expected to be at their desks or workstations at

the start of their scheduled shift, ready to work. If you need to modify your schedule, request the change with Human Resources or your supervisor. All schedule changes or modifications must be approved by the Executive Director.

3.7 Punctuality and Attendance

Each of our employees plays an important role in getting the day's work done. Therefore, each employee is expected to be at his or her work station on time each day and to remain there throughout his or her scheduled hours. Tardiness, even for good reasons, is disruptive to our operations and interferes with our ability to satisfy our students' needs. Excessive tardiness, excused or unexcused, can result in discipline, up to and including termination, to the extent allowed by applicable law.

If you are going to be late for work for any reason, please personally notify your supervisor as far in advance as possible and in any case no less than two hours before your shift starts so that proper arrangements can be made to handle your work during your absence. Of course, some situations may arise in which prior notice cannot be given. In those circumstances, please notify your supervisor as soon as possible. Because voice mail messages may go unheard for significant periods of time, leaving a voice mail message is not a sufficient method of notifying your supervisor—you must personally contact your supervisor in a timely manner. If you are required to leave work early, you must also personally contact your supervisor and obtain his or her permission. If you are a teacher and will be late or absent, you must follow all applicable substitute teacher policies and procedures.

As an employee of the School, you are also expected to be regular in attendance. Any absence causes problems for those whom you serve and your fellow employees as well as your supervisor. When you are absent, others must perform your workload, just as you must assume the workload of others who are absent. Employees are expected to report to work as scheduled, on time, and prepared to start work. Employees also are expected to remain at work for their entire work schedule, except for meal periods when appropriate or when required to leave on authorized School business. Late arrival, early departure, or other absences from scheduled hours are disruptive and must be avoided. Employees also must inform their supervisor of the expected duration of any absence. Absent extenuating circumstances, you must call in on any day you are scheduled to work and will not report to work. Excessive, unexcused absenteeism will not be tolerated and, to the extent allowed by applicable law, may result in disciplinary action, up to and including termination.

Except as otherwise provided by law, if you fail to report for work without any notification to your supervisor and your absence continues for a period of three consecutively scheduled workdays, the School will, in most cases, consider that you have abandoned your employment and have voluntarily resigned.

3.8 Personal Standards

Employees are expected to maintain the highest standards of personal cleanliness and present a neat, clean, tasteful and professional appearance at all times to the extent permitted by

applicable law. Employees should wear clothing appropriate for the nature of our business and the type of work performed. Supervisors may issue more specific guidelines.

3.9 Confidential Information

It is important to the School to protect and preserve its trade secrets and confidential information. Confidential information includes, but is not limited to, all parent and student information, parent and student lists, lesson plans, techniques and concepts, marketing plans, design specifications, design plans, strategies, forecasts, bid plans, bid strategies, bid information, contract prices, new products, software, computer programs, writings, and all know-how and show-how whether or not protected by patent, copyright, or trade secret law. Personal, private information about other employees and personnel matters are also confidential, if learned as a part of the employee's job performance.

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

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

Although some written and electronic materials owned by the School may be considered to be public records, employees must refer any person seeking School records or information to Human Resources for handling.

Failure to comply with this policy may result in disciplinary action, up to and including termination.

3.10 Email Accounts

All Journey School notices and communications will be sent to your Journey School email address and/or Parent Square account. Please check your inbox and Parent Square often and no less than once per day.

All Journey School employees must use Parent Square or an official Journey School email account when sending work emails or replying to colleagues and parents as it relates to Journey School business.

3.11 Computer Usage and Privacy

Every user who is provided access to the School's Communications Systems is responsible for using the Communications Systems in accordance with this policy. Any questions about this policy should be addressed to Human Resources.

3.11.1 Definitions

The School's electronic communications systems ("Communications Systems") includes, but is not limited to, computers, laptops, e-mail, telephones, cellular phones, tablets, PDAs, text messaging, instant messaging, video conferencing, voice mail, facsimiles, and connections to the Internet and other internal or external networks.

3.11.2 Ownership and Conditions of Use

The Communications Systems is the property of the School. It has been provided by the School for the sole purpose of conducting School-related business as well as other business that is approved by the Executive Director of the School. All communications and information transmitted by, received from, or stored in these systems are School records and the property of the School.

Electronic communications are a means of business communication. The School requires all users to conduct themselves in a professional manner. Users should conduct all electronic communications with the same care, judgment, and responsibility that they would use when sending letters or memoranda written on School letterhead. Special care must be taken when posting any information on the Internet because of the potentially broad distribution of and access to such information.

To protect the integrity of the School's Communications Systems and the users thereof against unauthorized or improper use of these systems, the School reserves the right, without notice, to limit or restrict any individual's use, and to inspect, copy, remove, or delete any unauthorized use of its Communications Systems upon authorization of the Executive Director or his or her delegatee. The School also reserves the right periodically to monitor the use of its Communications Systems and to access users' voice mail, Internet access, and e-mail for that purpose or any other business related purpose upon authorization of the Executive Director or his or her delegatee.

Erasing an e-mail message from a mailbox does not necessarily erase all copies of the message on the network. Archived copies may be stored for substantial periods of time and are subject to the provisions of this policy regarding content, review, access, and disclosure.

Users are required to comply with the School's Computer Usage and Privacy Policy and agree to be bound by this policy by using the School's Communications Systems.

3.11.3 Confidentiality and Privileges

Information stored on the Communications Systems is intended to be kept confidential within the School. The School has taken all reasonable steps to assure confidentiality and security. Like other means of communication, however, it is not possible to guarantee complete security of electronic communications either within or outside the School, and care should be exercised when sending or receiving sensitive, privileged, or confidential information electronically. For example, information sent through the Internet can be monitored by external systems en route to its final destination. All users must keep this in mind when forwarding sensitive, confidential, and/or privileged information. Where appropriate, this fact should be disclosed to outside contacts.

3.11.4 Prohibited Use

Users are prohibited from using the Communications Systems for any unauthorized or unlawful purpose, including, but not limited to, the following:

Users of the Communications Systems are strictly prohibited from using the Communications Systems to deliver a message that is harassing or offensive on the basis of race, religious creed (which includes religious dress and grooming practices), color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex (which includes pregnancy, childbirth, breastfeeding, and related conditions), gender, age, sexual orientation, veteran status, or any other consideration made unlawful by federal, state or local laws, ordinances, or regulations. The School has policies against discrimination, harassment, and retaliation, and those policies apply to the use of the Communications Systems.

Users are prohibited from using the Communications Systems for transmitting or making accessible annoying, offensive, defamatory, or harassing material or intentionally damaging or violating the privacy of information of others.

Users are prohibited from using the Communications Systems to transmit, display, store, publish, or purposely receive any pornographic, obscene, or sexually explicit material.

Users must respect all copyrights and licenses to software and other online information, and may not upload, download, or copy software or other material through the Communications Systems without the prior written authorization of the Executive Director of the School.

Users must not alter, copy, transmit, or remove School information, proprietary software, or other files without proper authorization from the School.

Users are prohibited from reading, copying, recording, or listening to messages and information delivered to another person's e-mail and voice mail mailboxes without proper

authorization, based on legitimate business reasons, from the Executive Director or his or her delegatee. Anyone who receives an electronic communication for which he or she is not the intended recipient must immediately inform the sender that the message was sent improperly and must delete the message from their e-mail and voice mail mailboxes.

3.11.5 Access and Disclosure

The Communications Systems is provided solely for the purpose of conducting the School business. Incidental and occasional personal use of the Communications Systems is permitted, but such communications must not disrupt School business, and users *do not have any expectation of personal privacy in any matters stored in, created, received, or sent over the Communications Systems.*

The School, as owner of the Communications Systems, to protect the integrity of its systems from unauthorized or improper use, reserves the right for legitimate business reasons, upon authorization of the Executive Director or his or her delegatee, to monitor, access, retrieve, download, copy, listen to, or delete anything stored in, created, received, or sent over its Communications Systems without the permission of or prior notice to any user.

Although the School entrusts you with the use of voice mail, e-mail, computer files, software, or similar School property, you should keep in mind that these items have been installed and maintained at great expense to the School and are only intended for business purposes. At all times, they remain School property. Likewise, all records, files, software, and electronic communications contained in these systems also are School property. You are advised that electronic files, records, and communications on School computer systems, electronic communication systems, or through the use of School telecommunications equipment are not private. Although they are a confidential part of School property, you should not use this equipment or these systems for confidential messages. The use of passwords to limit access to these systems is only intended to prevent unauthorized access to voice mail, e-mail, and computer systems, files, and records. Additionally, these systems are subject to inspection, search, and/or monitoring by School personnel for any number of business reasons. As a result, employees do not have an expectation of privacy in this regard. Accordingly, these systems and equipment should not be used to transmit personal messages, except in necessary situations or when exceptions are specifically sanctioned by management. Voice mail messages and e-mail messages should be routinely deleted when no longer needed. The School is not responsible for costs incurred when employees use School telephones or e-mail systems for personal matters.

You should be advised to use voice mail and e-mail as cautiously as you would use any more permanent communication medium such as a memorandum or letter. You should realize that e-mail messages:

- May be saved and read by third parties.
- May be retrieved even after “deletion.”
- May be accessed by authorized service personnel.

- May be examined by management without notice for business purposes.

There will be times when the School, in order to conduct business, will utilize its ability to access your e-mail, voice mail, computer files, software, or other School property. The School also may inspect the contents of your voice mail, e-mail, computers, computer files, or software to monitor job performance, for training or quality control purposes, or when the School suspects that School property is being used in an unauthorized manner.

The School reserves the right to use and disclose any electronic non-privileged communication on its Communications Systems without the permission of or any prior notice to any user, including disclosure to law enforcement officials.

3.11.6 Discipline for Violations of Policy

Any person who discovers misuse of the Internet access or any of the School's Communications Systems should immediately contact Human Resources or the Executive Director of the School. Any user who violates any part of this policy will be subject to discipline, up to and including immediate termination.

3.11.7 Policy May Be Amended at Any Time

The pace of technological change and growth in electronic communications is rapid. This policy applies to all present and future electronic communications systems and devices and to improvements and innovations to existing systems and devices and to completely new technologies, devices, and systems. The School reserves the right to amend this policy at any time through an authorized writing from an authorized School representative.

3.12 Social Media

3.12.1 Scope

In light of the explosive growth and popularity of social media technology in today's society, the School has developed the following policy to establish rules and guidelines regarding the appropriate use of social media by employees. This policy applies to situations when you: (1) make a post to a social media platform that is related to the School; (2) engage in social media activities during working hours; (3) use School equipment or resources while engaging in social media activities; (4) use your School e-mail address to make a post to a social media platform; (5) post in a manner that reveals your affiliation with the School; or (6) interact with School students or parents/guardians of School students (regarding School-related business) on the Internet and on social media sites.

For the purposes of this policy, the phrase "social media" refers to the use of a website or other electronic application to connect with other people, including, but not limited to, Facebook, Twitter, Pinterest, LinkedIn, YouTube, and Instagram, as well as related web-based media, such as blogs, wikis, and any other form of user-generated media or web-based discussion forums. Social media may be accessed through a variety of electronic devices, including computers, cell phones, smart phones, PDAs, tablets, and other similar devices.

This policy is intended to supplement, not replace, the School's other policies, rules, and standards of conduct. For example, School policies on confidentiality, use of School equipment, professionalism, employee references and background checks, workplace violence, unlawful harassment, and other rules of conduct are not affected by this policy.

You are required to comply with *all* School policies whenever your social media activities may involve or implicate the School in any way, including, but not limited to, the policies contained in this Handbook.

3.12.2 Standards of Conduct

You are required to comply with the following rules and guidelines when participating in social media activities that are governed by this policy:

- Comply with the law at all times. Do not post any information or engage in any social media activity that may violate applicable local, state, or federal laws or regulations.
- Do not engage in any discriminatory, harassing, or retaliatory behavior in violation of School policy.
- Respect copyright, fair use, and financial disclosure rules and regulations. Identify all copyrighted or borrowed material with proper citations and/or links.
- Maintain the confidentiality of the School's trade secrets and private or confidential information. Trade secrets may include information regarding the development of systems, processes, products, know-how, and technology. Do not post internal reports, policies, procedures, or other internal business-related confidential communications. This prohibition applies both during and after your employment with the School.
- Do not post confidential information (as defined in this Handbook) about the School, its employees, or its students. Remember that most student information is protected by the Family Educational Rights and Privacy Act, including any and all information that might identify the student. Publicizing student work and accomplishments is permitted only if appropriate consents are obtained.
- While it is acceptable to engage in limited and incidental social media activities at work, such social media activities may not interfere with your job duties or responsibilities. Do not use your School-authorized e-mail address to register on social media websites, blogs, or other online tools utilized for personal use.
- Be knowledgeable about and comply with the School's background check procedures. Do not "research" job candidates on the Internet or social media websites without prior approval from Human Resources.
- Be knowledgeable about and comply with the School's reference policy. Do not provide employment references for current or former employees, regardless of the substance of such comments, without prior approval from Human Resources.

- Always be fair and courteous to fellow employees, students, parents, vendors, customers, suppliers, or other people who work on behalf of the School. Avoid posting statements, photographs, video, or audio that could be reasonably viewed as malicious, obscene, threatening, or intimidating, that disparage employees, students, parents, vendors, customers, suppliers, or other people who work on behalf of the School, or that might constitute harassment or bullying.
- Make sure you are always honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Never post any information or rumors that you know to be false about the School, fellow employees, students, parents, vendors, customers, suppliers, people working on behalf of the School, or competitors.
- Express only your personal opinions. Never represent yourself as a spokesperson for the School unless authorized to do so. If you publish social media content that may be related to your work or subjects associated with the School, make it clear that you are not speaking on behalf of the School and that your views do not represent those of the School, fellow employees, students, parents, vendors, customers, suppliers, or other people working on behalf of the School. It is best to use a disclaimer such as “The postings on this site are my own and do not necessarily reflect the views of the School.”
- Never be false or misleading with respect to your professional credentials.

3.12.3 Creating and Using School Social Media

Employees are only permitted to communicate and connect with students on social media that is owned and operated by the School. Employees are only permitted to communicate and connect with students’ parents or guardians regarding School-related matters on social media that is owned and operated by the School. All communications with parents or guardians regarding School-related matters on non-School or personal social media may result in disciplinary action, up to and including termination. Any communication whatsoever with students on non-School or personal social media may result in disciplinary action, up to and including termination.

The IT Department, in addition to Human Resources and members of the administration, are responsible for approving requests for School social media, monitoring School social media for inappropriate and unprofessional content, and maintaining the social media account information (including, but not limited to, username and password). The School has final approval over all content and reserves the right to close the social media at any time, with or without notice. Any inappropriate or unprofessional communications may result in disciplinary action, up to and including termination.

To set up social media that is owned and operated by the School in compliance with this policy, employees must adhere to the following procedures:

- Request and obtain permission to create School social media from Executive Director.
- Contact the IT Department to set up the social media. Provide the IT Department with the username and password that you would like assigned to the account. If you change

the username and/or password, you must immediately update this information with the IT Department. Failure to do so may result in disciplinary action, up to and including termination.

Any social media created and/or used in violation of this policy may result in disciplinary action, up to and including termination.

3.12.4 Access

Employees are reminded that the School's various electronic communications systems, including, but not limited to, its electronic devices, computers, telephones, e-mail accounts, video conferencing, voice mail, facsimiles, internal and external networks, computers, cell phones, smart phones, PDAs, tablets, and other similar devices, are the property of the School. All communications and information transmitted by, received from, or stored in these systems are School records.

As a result, the School may, and does, monitor its employees' use of these electronic communication systems, including for social media activities, from time to time. The School may monitor such activities randomly, periodically, and/or in situations when there is reason to believe that someone associated with the School has engaged in a violation of this, or any other, School policy. As a result, employees do not have a reasonable expectation of privacy in their use of or access to the School's various electronic communications systems.

3.12.5 Discipline

Any violation of this Social Media Policy may result in disciplinary action, up to and including immediate termination.

3.12.6 Retaliation Is Prohibited

The School prohibits retaliation against any employee for reporting a possible violation of this policy or for cooperating in an investigation of a potential violation of this policy. Any employee who retaliates against another employee for reporting a possible violation of this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

3.12.7 Questions

In the event you have any questions about whether a particular social media activity may involve or implicate the School, or may violate this policy, please contact Human Resources.

Social media is in a state of constant evolution, and the School recognizes that there will likely be events or issues that are not addressed in these guidelines. Thus, each School employee is responsible for using good judgment and seeking guidance, clarification, or authorization *before* engaging in social media activities that may implicate this policy.

4 OPERATIONAL CONSIDERATIONS

4.1 Employer Property

Desks, files, copiers, lockers, and supplies, both office and household, are School property and must be maintained according to School rules and regulations. They must be kept clean and are to be used only for work-related purposes. Employees do not have any expectation of personal privacy in any School property. The School reserves the right to inspect all School property to ensure compliance with its rules and regulations, without notice to the employee and/or in the employee's absence.

Prior authorization must be obtained before any School property may be removed from the premises.

For security reasons, employees should not leave personal belongings of value in the workplace. Employees do not have an expectation of privacy in this regard.

Terminated employees should remove any personal items at the time they leave the School. Personal items left in the workplace by previous employees are subject to disposal if not claimed at the time of the employee's termination, unless the parties have arranged otherwise. All School property must be immediately returned upon termination of the employment relationship.

4.2 Employee Property

For security reasons, employees should not leave personal belongings of value in the workplace. Employees are responsible for the security of their personal belongings. The School is not responsible for any lost or stolen personal items at work.

4.3 Security

The security of the premises, as well as the welfare of employees and clients, requires that you be constantly aware of potential security risks. Therefore, please comply with the following security procedures to ensure a secure workplace. Be aware of persons loitering for no apparent reason (e.g., in parking areas, walkways, entrances/exits, and service areas). If you notice such a person, report it Human Resources, the Executive Director of the School, or your supervisor. Secure your work area when called away from it for any length of time, and do not leave valuable and/or personal articles in or around your work area.

4.4 Health and Safety

Every employee is responsible for the safety of himself or herself as well as others in the workplace. To achieve our goal of maintaining 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. The Injury and Illness Prevention Program is available for review by employees and/or employee representatives.

4.5 Smoking Policies

Smoking is not allowed on School premises. Employees who wish to smoke must limit their smoking to meal and rest periods if taken off premises.

4.6 Housekeeping

All employees are expected to keep their work areas clean and organized. Common areas such as lunchrooms and restrooms should be kept clean by those using them. Please clean up after meals. Dispose of trash properly.

4.7 Lactation

Employees may use their meal and/or rest periods for the purpose of expressing breast milk. If required, a reasonable amount of additional time will be provided. Such additional time will be unpaid.

A private place to express breast milk, other than a toilet, will be provided in close proximity to the employee's work area. The employee's normal work area may be used if it allows the employee to express milk in private. Please see Human Resources for more information.

4.8 Parking

Employees may use parking facilities as directed by their supervisors. The School is not responsible for any loss or damage to employee vehicles or contents while parked on School property. Parking spaces are limited and may not be available on the school site. Please plan accordingly to arrive on time to report to work.

4.9 Conducting Personal Business

Employees are to conduct only School business while at work. Employees may not conduct personal business or business for another employer during their scheduled working hours. Any employee who violates this policy will be subject to appropriate disciplinary action, up to and including termination.

4.10 Employees Who Are Required to Drive

Employees who are required to drive their own vehicle on approved School business will be required to show proof of a current, valid license and proof of current, effective insurance coverage. The School retains the right to transfer to an alternative position, suspend, or terminate an employee whose license is revoked or who fails to maintain personal automobile insurance coverage. Employees who drive their own vehicles on approved School business will be reimbursed at the per mile rate established by the Internal Revenue Service. As a condition of employment, employees who drive their own vehicle on approved School business are required to use good judgment.

Pursuant to applicable law and safety standards, employees whose job responsibilities include regular or occasional driving and who are issued a cell phone for business use must refrain

from using their phone while driving unless they are using a hands-free device. Safety must come before all other concerns. Thus, unless an employee is using a hands-free device in a safe-manner, he or she must safely pull off to the side of the road and safely stop the vehicle before placing, accepting, or continuing a call. Sending or reviewing text messages while driving is also prohibited.

Employees whose job responsibilities do not specifically include driving as an essential function, but who use a cell phone for business purposes, whether issued by the School or not, are also expected to abide by the provisions above. Under no circumstances are employees allowed to place themselves, students, or others at risk to fulfill business needs.

Any employee who fails to comply with this policy will be deemed to have engaged in grossly negligent conduct beyond the course and scope of his or her employment. As a result, any employee who is charged with a traffic violation or incurs any other form of liability resulting from a violation of this policy will, to the extent allowed by applicable law, be solely responsible for any such liability.

Violations of this policy will be subject to disciplinary action, up to and including termination.

5 EMPLOYEE & BENEFITS/LEAVES

For all Unit Members of the JTA Bargaining Unit, the Collective Bargaining Agreement governs paid time off, including sick days and personal days, as well as the ability to accrue paid time off for both employee use as well as employee retirement benefits. This section pertains to all other Journey School staff members.

5.1 Holidays

Part-time, temporary and exempt and non-exempt staff members are not eligible for holiday pay. Exempt staff members will receive their regularly scheduled pay during holidays.

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

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

January 1
Martin Luther King, Jr. Day
Presidents' Day
Memorial Day
Labor Day
Thanksgiving Day

5.2 Personal Time-Vacation Leave

Full and part-time regular staff members (as defined above) shall be allotted personal time Vacation Leave on the first day of the school year (July 1). If the staff member begins employment after July 1, Personal-Vacation Leave will be allotted on a pro rata basis in accordance with the schedule below.

12-month Staff Members. With the exception of staff members working less than 20 hours per week, Personal-Vacation Leave allotments and maximum caps are as follows for full and part-time staff members:

Employee Status	Personal Time Allotted Each Year (in Days)	Maximum Cap/ Allotment (in Days)
12 Month <u>Full Time</u> (<u>30-40 hours or more/per week</u>)	<u>7 days = 56 hours</u> ⁷	<u>14 days = 112 hours</u> ¹⁴
<u>10 Month</u> (<u>30-40 hours/week</u>)	<u>2</u>	<u>4</u>
<u>11 Month Full Time</u> (<u>30 - 40 hours per week</u>)	<u>4 days = 32 hours</u>	<u>8 days = 64 hours</u>
<u>10 Month Full Time</u> (<u>30-40 hours per week</u>)	<u>2 days = 16 hours</u>	<u>4 days = 32 hours</u>
<u>10-12 Month Part-Time</u> (<u>20-29 hours per week</u>)	<u>1 day = 8 hours</u> ¹	<u>2 days = 16 hours</u> <u>2</u>
Part-time employees working less than 20 hours per week are not eligible for Personal.	N/A	N/A

As noted in the chart above, there is a cap on Personal-Vacation Leave allotment. Although employees are encouraged to use all allotted Personal-Vacation Time each year, staff members may be allotted up to their maximum caps set forth above. Once the staff member's Personal-time Vacation Leave reaches the maximum, further allotment of Personal-time Vacation Leave is suspended until the staff member has reduced the Personal-time Vacation Leave balance below this limit. If the staff member later uses enough Personal-time Vacation Leave to fall below the maximum, the employee will receive an additional allotment of Personal-time Vacation Leave at the beginning of the following school year, subject to the maximum allotment. For each full day of Personal-taken Vacation Leave, the School will pay eligible staff members eight (8) hours of pay regardless of the number of hours the staff member is scheduled to work that particular day. Otherwise, Personal-taken Vacation Leave taken in less than full day increments will be paid for specific number of hours taken for each particular day.

For both exempt and non-exempt staff members, personal-time Vacation Leave may be taken in minimum increments of two hours. If an exempt staff member absents himself or herself

from work for part or all of the workday, he or she may be required to use accrued ~~personal time~~Vacation Leave to make up for the partial day absence.

All staff members must have supervisory approval before taking ~~personal time~~Vacation Leave, which must be requested at least ten business days in advance of the beginning of the anticipated ~~personal time~~Vacation Leave. ~~Personal time~~Vacation leave shall be scheduled in such a way as to provide adequate coverage of job responsibilities and staffing requirements.

Although the School will attempt to accommodate ~~personal time~~Vacation Leave off requests to the greatest extent possible, there is not a guarantee that a ~~Vacation Leave~~any given ~~personal time~~ request will be granted, and the School reserves the right to deny a Vacation Leave ~~personal time off~~ request based on operational needs of the School. The School reserves the right to schedule ~~personal time off~~Vacation Leave for employees or to compensate employees for accrued, unused ~~Personal time~~Vacation Leave at any time in its sole discretion.

Staff members who terminate their employment for any reason will be paid for any accrued but unused ~~personal time~~Vacation Leave in accordance with this policy. ~~personal time~~Vacation Leave is paid at the employee's final rate of pay at the time of the employee's separation.

As with all its policies and procedures, the School reserves the right to modify, alter, or otherwise amend this policy at its sole and absolute discretion to the extent allowed by law. Please consult Human Resources with questions regarding this policy.

5.3 Sick Leave

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

Eligible Staff Members

All staff members (including part-time and temporary) who work more than 30 days within a year in California accrue PSL as set forth in this policy.

Permitted Use

Eligible staff members may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the staff member or the staff member's family member.

For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or

adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law.

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

Accrual Rate, Maximum, and Carryover

Eligible employees will accrue and may use PSL days as follows:

Employee Status	Sick Time Allotted Each year (in days)	Maximum Cap/Allotment (in Days & Hours)
12 Month <u>Full Time and Full Time Special Education Team Members</u> (30-40 hours or more per week)	<u>8 days = 64 hours</u> ⁸	<u>All unused days roll over to the next year, but can only use a maximum of 12 days in a given year.</u> 10
12 Month (30-39 hours/week)	6	8
11 <u>10 Month Full Time</u> (30-40 hours <u>per week</u>) /week	<u>6 days = 48 hours</u> ⁵	<u>8 days = 64 hours</u> ⁷
<u>10 Month Full Time</u> (30-40 hours per week)	<u>5 days = 40 hours</u>	<u>7 days = 56 hours</u>
10-12 Month Part-Time (20-29 hours per week) “Use it or lose it.”	4 <u>5 days = 40 hours</u>	4 <u>5 days = 40 hours</u>
10 Month Part Time (less than 20 hours per week) “Use it or lose it.”	3	3

As set forth in the chart above, there is a cap on Allotted PSL. Once the staff member’s PSL reaches the maximum, further accrual of PSL is suspended until the staff member has reduced the PSL balance below this limit. In such a case, no PSL will be earned for the period in which

the staff member's PSL was at the maximum. Accrued but unused PSL will carry over from year to year, subject to this maximum accrual.

Limits on Use

PSL is available from the first day of employment.

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

Notification

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

Termination

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

No Discrimination or Retaliation

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

5.4 Jury Duty/Witness Duty

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

Non-exempt employees who are called for jury/witness duty will be provided up to five (5) scheduled work days without loss of pay. Any time off in excess of five (5) days, will be time off without pay. Exempt employees will receive their regular salary unless they do not work any hours during the course of a workweek. Employees may elect to use any accrued Personal during jury/witness duty leave.

For staff members paid on an hourly or on a per lesson basis, the maximum paid judicial leave will be the equivalent of the regularly scheduled hours/lessons over the course of a typical school week. Any compensation, less any mileage expenses, received for appearance as a witness or from serving as a juror under this section shall be endorsed over or reimbursed to the school so that the staff member's compensation for any days of absence for the above purposes shall not be in excess of nor less than, her/his regular pay.

In the event that the staff member must serve as a witness within the course and scope of his or her employment with the School, the School will provide time off in accordance with this policy.

5.5 Bereavement Leave

When the death of a member of a regularly scheduled staff member's immediate family requires the employee to lose regularly scheduled work to attend a funeral, to make any necessary memorial arrangements, and/or travel to and from the funeral, five consecutive days paid time off will be granted. For staff members paid on an hourly or on a per lesson basis, the maximum paid bereavement leave will be the equivalent of the regularly scheduled hours/lessons over the course of a typical school week. Bereavement pay will not be used in computing overtime pay. The School may request documentation (i.e., copy of the death certificate) to certify the need for such leave.

For the purposes of this policy, "immediate family members" include: mother, father, mother-in-law, father-in-law, persons who have raised the employee, spouse, registered domestic partner, child, grandmother, grandfather, sister, brother, or grandchild.

Bereavement leave as stated above must be approved by the employee's direct supervisor in advance and will not be charged to Personal. Under extenuating circumstances, employees who are not eligible for paid bereavement leave or eligible employees who wish to extend their paid bereavement leave beyond five days may request to do so in advance from their supervisors. In the event that the School approves such an advance request at its discretion, the absence or extended absence will be charged to the employee's Personal. If the employee does not accrue Personal or has used all his or her accrued Personal, the absence of extended absence will be without pay.

5.6 Family and Medical Leave*

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

Ordinarily, you must request a planned family and medical leave at least 30 days before the leave begins. If the need for the leave is not foreseeable, you must request the leave as soon as practicable. You should use the School's request form, which is available upon request from

Human Resources. Failure to comply with this requirement may result in a delay of the start of the leave.

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

1. the birth of an employee's child or the placement of a child with the employee for foster care or adoption, so long as the leave is completed within 12 months of the birth or placement of the child;
2. the care of the employee's spouse, child, parent, or registered domestic partner with a "serious health condition";
3. the "serious health condition" of the employee;

*Employees may qualify for FMLA Leave only if the School has 50 or more employees and the employees work within 75 miles of their respective worksites.

4. the care of the employee's spouse, child, parent, or next of kin who is a member of the Armed Forces, including a member of the National Guard or Reserves, and who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or
5. any qualifying exigency as defined by the applicable regulations arising out of the fact that the employee's spouse, child, or parent is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.

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

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

family and medical leave will be counted against your state and federal family and medical leave entitlements to the fullest extent permitted by law.

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

During a family and medical leave, group health benefits will be maintained as if you were continuously employed. However, you must continue to pay your share of applicable premiums (for yourself and any dependents) during the leave.

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

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

5.7 Pregnancy Disability Leave

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

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

Eligible employees are normally granted unpaid leave for the period of disability, up to a maximum of four months (or 17 1/3 weeks or 693 hours) per pregnancy. Employees will be

required to use any accrued sick time during any unpaid portion of pregnancy disability leave. Employees may also elect to use any accrued Personal time during any unpaid portion of pregnancy disability leave. If an employee is receiving benefit payments pursuant to a disability insurance plan (such as California's State Disability Insurance plan or Paid Family Leave program), the employee and the School may mutually agree to supplement such benefit payments with available Personal and/or sick leave.

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

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

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

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

5.8 Unpaid Leave of Absence (Medical)

In an effort to comply with its duty to accommodate employees with qualifying disabilities, the School will provide leaves of absence without pay when an employee is temporarily unable to work due to a mental or physical disability, certified in writing by his or her health care provider, unless such leave would cause an undue hardship to the School. Approved absences of less than two weeks are not treated as medical leaves of absences but rather as excused absences without pay. Employees granted unpaid medical leave have no right to guaranteed reinstatement.

Benefit accrual, such as Personal, sick leave, and holiday benefits, will be suspended during an unpaid medical leave period and will resume upon return to active employment. Unless otherwise required by law, the School does not continue to pay premiums for health insurance coverage for employees on unpaid medical leave. However, if eligible, you may self-pay the premiums under the provisions of COBRA.

5.9 Discretionary Unpaid Leave of Absence (Non-Medical)

The School may grant a discretionary leave of absence to employees in certain unusual circumstances. It is important to request any leave in writing as far in advance as possible, to keep in touch with your supervisor and Human Resources during your leave, and to give prompt notice if there is any change in your return date. If your leave expires and you have not contacted your supervisor or the School, the School will assume that you do not plan to return and that you have voluntarily terminated your employment. Employees do not continue to accrue Personal, sick leave, or holiday benefits while they are on unpaid discretionary leaves of absence.

Unless otherwise required by law, the School does not continue to pay premiums for health insurance coverage for employees on discretionary unpaid leaves of absence. However, if eligible, you may self-pay the premiums under the provisions of COBRA.

5.10 Military Leave

All employees who leave the School for active military service or military reserve duty will be placed on an unpaid military leave of absence. Employees are entitled to reinstatement upon completion of such military service or duty, provided an application for reinstatement is made within 90 days of discharge, or as otherwise provided by law.

You may use accrued Personal time during military leave. Time spent on military leave counts for purposes of determining “length of service.” However, you will not accrue Personal or sick leave or receive holiday pay during military leave.

5.11 Time Off for Voting

The School encourages its employees to fulfill their civic responsibilities by participating in elections. Because polls are open from 7:00 a.m. until 8:00 p.m., employees generally are able to find time to vote either before or after their regular work schedule. If employees are unable to vote in an election during their non-working hours and have not requested an absentee ballot, then the School will grant up to two hours of paid time off to vote.

Employees must request time off to vote from their supervisor at least two working days prior to the election day. Advance notice is required so that the necessary time off can be scheduled at the beginning or end of the work shift, whichever provides the least disruption to the normal work schedule.

Employees must submit a voter’s receipt on the first working day following the election to qualify for paid time off.

5.12 Emergency Duty/Training Leave

In California, no employee shall receive discipline for taking time off to perform emergency duty/training as a volunteer firefighter, reserve peace officer, or emergency rescue personnel. If you are participating in this kind of emergency duty/training, please alert your supervisor so that he or she may be aware of the fact that you may have to take unpaid time off for emergency duty/training. In the event that you need to take time off for emergency duty/training,

please alert your supervisor before doing so whenever possible. Time off for emergency training may not exceed 14 days per calendar year.

Emergency Duty/Training Leave is unpaid. You may choose to use your accrued Personal if you wish to receive compensation for this time off, but you are not required to do so.

If you feel you have been treated unfairly as a result of taking or requesting Emergency Duty/Training Leave, you should contact your supervisor or any other manager, as appropriate.

5.13 Suspended Pupil/Child Leave

California law requires employers to provide time off for parents required to visit a child's school when the child has served a period of suspension from school. To be eligible for time off to attend a child's school, the employee must be the parent of a child in kindergarten or in grades 1-12 and must present the school's letter, which requests the employee's appearance at the school, to his or her supervisor at least two days before the requested time off. Employees may use accrued Personal while attending a child's school under these circumstances. If not, suspended pupil/child leave will be unpaid.

5.14 Leave for Crime Victims and Their Family Members

If you are the victim—or an immediate family member (i.e., spouse, registered domestic partner, child, step-child, sibling, step-sibling, parent, step-parent, or the child of a registered domestic partner) of the victim—of a violent felony, serious felony (as defined by the California Penal Code), or felonies related to theft or embezzlement, you are permitted to be absent from work to attend judicial proceedings related to the crime.

You must provide your supervisor with written notification for each scheduled proceeding, unless advance notice is not possible. This time off is unpaid. You may choose to use your accrued Personal, but this is not required.

5.15 Military Spouse Leave

Qualified employees are eligible for up to 10 days of unpaid leave when their spouse or registered domestic partner is on leave from military deployment. A qualified employee is one who regularly works more than 20 hours per week and whose spouse or registered domestic partner is a member of the Armed Forces, National Guard, or Reserves and is on leave from deployment during a period of military conflict.

If you are eligible for such leave, please submit a written request for leave to Human Resources within two business days of receiving official notice that your spouse or registered domestic partner will be on leave from deployment. You will also be required to provide written documentation certifying that your spouse or registered domestic partner will be on leave from deployment.

Non-exempt employees must use accrued Personal time in order to receive compensation for this time off. If no Personal time is available, the employee may take this time off without pay. An exempt employee is required to charge any absence of four or more hours under this policy to

his or her Personal bank, if any. Otherwise, exempt employees will be compensated to the extent required by applicable law.

5.16 School and Daycare Leave

If you are the parent or guardian of a child who is in school up to grade 12, or who attends a licensed day care facility, you may take up to 40 hours of unpaid leave per year to participate in the activities of the school or day care facility, to find, enroll or reenroll your child in a school or with a licensed child care provider and/or to address a child care provider or school emergency. You may take no more than eight hours off for this purpose in any one calendar month. Unless it is to address an emergency, you should schedule this time off with your supervisor in advance. You may be asked to provide documentation from the school or day care facility to confirm your attendance at its facility for reasons covered under this policy on the specific date and time that you took the leave. This time off is unpaid. You may choose to use your accrued Personal, but this is not required.

5.17 Leave for Domestic Violence, Sexual Assault and/or Stalking Victims

If you are a victim of domestic violence, sexual assault or stalking, you may take unpaid time off to help ensure the health, safety, or welfare of you and/or that of your child. Specifically, you may take such leave for the following reasons:

- To obtain a temporary or permanent restraining order or other court assistance;
- To seek medical attention for injuries caused by domestic violence, sexual assault or stalking;
- To obtain services from a shelter, program, or rape crisis center as a result of domestic violence, sexual assault or stalking;
- To obtain psychological counseling related to an experience of domestic violence, sexual assault or stalking; or
- To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault or stalking, including temporary or permanent relocation.

If you need to take time off for any of the above reasons, you should notify your supervisor in advance, if possible. If your absence is unscheduled, you may be asked to provide documentation, such as a police report, court order, or other evidence that you appeared in court, or documentation from a counselor or domestic violence advocate. Although this leave is unpaid, you may use your accrued Personal if you wish to receive compensation for this time off.

You may also take unpaid time off to recover from domestic abuse, sexual assault or stalking pursuant to the School's family and medical leave policy.

The School does not tolerate any acts of discrimination, harassment, or retaliation against employees who are victims of domestic violence, sexual assault or stalking. If you believe you

have been the victim of any such act, please contact your supervisor, the Human Resources Department, or any another manager, as appropriate. The School will maintain the confidentiality of requests for time off due to domestic violence, sexual assault or stalking to the extent possible and as allowed by law.

5.18 Adult Literacy Leave

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

5.19 Alcohol and Drug Rehabilitation Leave

Pursuant to California law, the School will reasonably accommodate any eligible employee who wishes to voluntarily enter and participate in an alcohol or drug rehabilitation program, provided that the accommodation does not impose an undue hardship on the School. The School does not provide paid time off for participation in an alcohol or drug rehabilitation program. However, you may utilize accrued Personal if you want compensation for this time off. If you do not have accrued Personal available, you will be permitted to take the time off without pay.

This policy in no way restricts the School's right to discipline an employee, up to and including termination of employment, for violation of the School's Drug and Alcohol Abuse Policy.

5.20 Civil Air Patrol Leave

Pursuant to California law, the School will provide unpaid leave to employees who are volunteer members of the California Wing of the Civil Air Patrol and who have been duly directed and authorized to respond to an emergency operational mission of the California Wing of the Civil Air Patrol. Employees must be employed for at least 90 days immediately preceding the commencement of leave in order to be eligible.

Employees are required to give the School as much notice as possible of the intended dates upon which the leave would begin and end. The School will restore the employee to the position he or she held when the leave began or to a position with equivalent seniority status, employee benefits, pay, and other terms and conditions of employment, unless the employee is not restored because of conditions unrelated to the exercise of the leave rights by the employee. The time off is unpaid. However, an employee may utilize accrued Personal.

5.21 Leave for Bone Marrow and Organ Donors

Pursuant to California law, the School will provide up to five business days of paid leave within a one-year period to an employee who donates bone marrow to another person; the School will also provide up to 30 business days of paid leave within a one-year period to an employee who donates an organ to another person. The School requires that bone marrow donors use up to

five days of available accrued sick or Personal time during the course of the leave. Organ donors must use up to ten days of available accrued sick or Personal time during the course of the leave.

To qualify for this leave, an employee must have been employed for at least 90 days prior to the commencement of the leave and must provide the School with written verification of his or her status as an organ or bone marrow donor and the medical necessity for the donation. During such leave, the School will continue coverage under its group medical insurance plan, if applicable. However, employees must continue to pay their portion of the applicable premiums. Employees should give the School as much notice as possible of the intended dates upon which the leave would begin and end.

6 INSURANCE BENEFITS

6.1 Medical Insurance

Eligible employees may participate in the School’s medical insurance plan. Subject to applicable law, there is no guarantee that the School will continue to maintain a medical insurance plan or that the terms and conditions of any such plan will not be changed at any time. Further, in order to continue participation in any such plan, employees may be required to pay a part of the premium. Eligible dependents and spouses of the employee may be eligible to enroll in the medical insurance plan pursuant to the specific terms and conditions of the plan, which ultimately govern all aspects of the employee’s eligibility for and participation in the plan.

An “eligible employee” and “an eligible dependent or spouse” are defined by applicable law, including, but not limited to, the Patient Protection and Affordable Care Act and applicable regulations. Please consult the plan documents or Human Resources if you have questions regarding your eligibility.

6.2 Disability Insurance

The School contributes to the State of California to provide you with disability insurance pursuant to the California Unemployment Insurance Code. Contributions are made through a payroll deduction. Disability insurance is payable when you cannot work because of illness or injury not caused by employment with the School or when you are entitled to temporary workers’ compensation at a rate less than the daily disability benefit amount. Specific rules and regulations governing disability are available from Human Resources.

6.3 Family Temporary Disability Insurance Benefits

Under California law, eligible employees may participate in the family temporary disability insurance (“FTDI”) program, which is part of the state’s unemployment compensation disability insurance program. The FTDI program provides up to six weeks of partial wage replacement benefits to employees who take time off to care for a seriously ill child, spouse, parent, or registered domestic partner or to bond with a new child. The FTDI program does not provide job protection or reinstatement rights.

The School will require you to take up to two weeks of accrued but unused Personal prior to your receipt of benefits under the FTDI program.

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

6.4 Unemployment Compensation

The School contributes a significant amount of money each year to the California Unemployment Insurance Fund on behalf of its employees. Under certain circumstances, you may be eligible for unemployment insurance benefits.

6.5 Social Security

Social Security is an important part of every employee's retirement benefit. The School pays a matching contribution to each employee's Social Security taxes.

6.6 Workers' Compensation Insurance

At no cost to you, you are protected by the School's workers' compensation insurance policy while employed by the School. This policy covers you in case of occupational injury or illness.

EMPLOYEE HANDBOOK ACKNOWLEDGMENT AND AT-WILL AGREEMENT

ALL EMPLOYEES MUST READ THIS EMPLOYEE HANDBOOK AND FILL OUT AND RETURN THIS PORTION TO HUMAN RESOURCES WITHIN ONE WEEK OF RECEIPT.

I have received a copy of the School's Employee Handbook. I understand that it is my responsibility to carefully read and understand its contents and I agree to follow the policies stated therein. Unless specified otherwise in an agreement between me and the School, I agree that the School and I both have the right to terminate my employment at any time, with or without notice, and with or without cause. I further understand that transfers, demotions, suspensions, employee discipline, and changes in the terms and conditions of employment may be administered at the sole and absolute discretion of the School. Unless specified otherwise in an agreement between me and the School, I understand that I am an at-will employee. I understand that these conditions of my employment may not be modified orally and may only be modified in a writing signed by the Executive Director of the School and me.

I understand that nothing in the Handbook is intended, nor should be construed, as a limitation of my right and the School's right to terminate the employment relationship at any time, with or without notice, and with or without cause, or the School's absolute right to transfer, demote, suspend, administer discipline, and change the terms and conditions of employment at its sole discretion. I understand that nothing in the Handbook is intended, nor should be construed, to create an implied or express contract of employment contrary to this express at-will agreement or to the School's absolute right to transfer, demote, suspend, administer discipline, and change the terms and conditions of employment at its sole discretion. I understand that the School reserves the right to depart from and modify the policies stated in the Handbook at its sole discretion, with the exception of my at-will status and the School's absolute right to transfer, demote, suspend, administer discipline, and change the terms and conditions of employment. The foregoing constitutes the entire terms of the agreement between me and the School regarding the duration and at-will nature of my employment and the School's absolute right to transfer, demote, suspend, administer discipline, and change the terms and conditions of employment at its sole discretion.

Date: _____

Signed: _____
Employee

JOURNEY SCHOOL Workplace Violence Prevention Plan

This document shall outline Journey School's ("Journey") Workplace Violence Prevention Plan ("Plan") as required by Labor Code § 6401.9. It shall be the policy of Journey to provide its employees with a safe and healthy work environment. To that end, Journey shall take appropriate actions to prevent acts of violence, threats, intimidation, and harassment from occurring on campus and during the performance of employees' job duties.

I. DEFINITIONS

For purposes of this Plan, the following definitions apply:

"Emergency" means unanticipated circumstances that can be life threatening or pose a risk of significant injuries to employees or other persons.

"Engineering controls" mean an aspect of the built space or a device that removes a hazard from the workplace or creates a barrier between the worker and the hazard.

"Log" means the violent incident log, required in Part III of this Plan.

"Plan" means this Workplace Violence Prevention Plan.

"Threat of violence" means any verbal or written statement, including, but not limited to, texts, electronic messages, social media messages, or other online posts, or any behavioral or physical conduct, that conveys an intent, or that is reasonably perceived to convey an intent, to cause physical harm or to place someone in fear of physical harm, and that serves no legitimate purpose.

"Workplace Violence" includes but is not limited to the following: (i) the threat or use of physical force against an employee that results in, or has a high likelihood of resulting in, injury, psychological trauma or stress, regardless of whether the employee sustains an injury; (ii) an incident involving a threat or use of a firearm or other dangerous weapon, including the use of common objects as weapons, regardless of whether the employee sustains an injury; (iii) the following four workplace violence types:

- **Type 1:** violence committed by a person with no legitimate business at the worksite;
- **Type 2:** violence directed at employees by students, parents, contractors, volunteers, or visitors;
- **Type 3:** violence against an employee by a present or former employee, supervisor, or manager;
- **Type 4:** violence committed in the workplace by a person who does not work there, but has or is known to have had a personal relationship with an employee.

Workplace Violence does not include lawful acts of self-defense or defense of others.

"Work practice controls" means procedures and rules which are used to effectively reduce workplace violence hazards.

II. WORKPLACE VIOLENCE PLAN PROCEDURES

a. Responsible Parties

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The Office Manager/HR Specialist, in coordination with the Executive Director, are responsible for implementing this plan.

b. Employee Involvement in Plan Creation and Updates

Before this Plan was initially approved by the Journey Board of Directors, the Office Manager/HR Specialist circulated a draft of the Plan to employees and requested feedback and suggestions on improving the Plan. All feedback received was reviewed and any revisions deemed warranted were implemented into the initial approved version of the Plan.

Every year, the Office Manager/HR Specialist will circulate the Plan to employees to request suggestions on improving this Plan. Employees will be encouraged to provide input on ways they believe this Plan can be improved, streamlined, or better enforced. Employees will be encouraged to provide input on adequacy of training received, any perceived workplace violence hazards not adequately addressed by the Plan, and any perceived barriers to reporting and investigating instances of workplace violence incidents that they believe may stand in the way of optimal execution of this Plan.

These suggestions and input may be submitted confidentially to the Office Manager/HR Specialist. No retaliation to any such input or suggestion shall be permitted. Journey commits to reviewing each employees' suggestion and making any changes to this Plan that are found to be necessary and appropriate.

c. Coordinated Implementation

If there are workers who regularly perform job duties at Journey's campus or other workplace but are not employed by Journey, the Office Manager/HR Specialist will verify that each such worker's employer has a workplace violence prevention plan in place and that all such employees of that employer who regularly work at any Journey location are receiving adequate training and that those other employers have procedures in place for the reporting, investigation, and recording of workplace violence incidents.

d. Reporting of Workplace Violence

Employees must report any incident of workplace violence that they witness. Journey will not retaliate against any employee for reporting an incident of workplace violence in good faith.

Reports of workplace violence that has already occurred can be made by filling out the "Workplace Violence Report" form that is attached at the end of this Plan and sending it to the Office Manager/HR Specialist by email. The Office Manager/HR Specialist and/or designee will review every Workplace Violence Report at their earliest reasonable convenience and shall take the steps outlined in this Plan in response. Copies of the Workplace Violence Report form shall be made available to all employees in the administrative office.

If an incident of workplace violence is occurring or imminent, any employee witness should ensure that the Office Manager/HR Specialist is informed as soon as possible by calling the Office Manager/HR Specialist at 949-448-7232 or by using whatever alternative means of communication would be fastest. The Office Manager/HR Specialist will respond to the ongoing or imminent workplace violence as set forth in section II.G., below.

e. Employee Compliance

EXHIBIT A

All employees are responsible for using safe work practices and for following all directives, policies, and procedures for maintaining a safe, healthy, and secure work environment. This Plan seeks to ensure that employees, including administrators, comply with work practices designed to make the workplace more secure, and to ensure that employees do not engage in threats or physical actions which create a security hazard for others in the workplace.

All employees will be trained to understand this Plan when hired and periodically afterward. Employees will be evaluated to ensure compliance with this Plan. Employees who participate in the implementation of this Plan and carrying out its provisions in practice will be recognized for their efforts to help ensure a safe and violence-free workplace.

Repeated or willful failure to report incidents of workplace violence, failure to attend and participate in workplace violence training, and to otherwise comply with the requirements of this Plan will result in additional training and may result in disciplinary action.

f. Communication to Employees Regarding Workplace Violence

As part of the annual workplace violence training session required by this Plan, the Office Manager/HR Specialist shall ensure that each employee understands how to report a violence incident, a threat, or any other incidence of workplace violence and knows that they can do so without fear of reprisal by Journey or retaliation from the individual against whom the report is made.

These points will be communicated to new employees when hired and periodically as set forth in this Plan. The Office Manager/HR Specialist shall also ensure that each employee understands how their concerns will be investigated by Journey and how Journey will communicate the results of a workplace violence hazard investigation and any corrective measures taken in response.

As part of the annual workplace violence training, every employee shall sign a certificate attesting that they understand these items, and each of these certificates shall be retained pursuant to Part V of this Plan ("Recordkeeping").

Depending on the frequency and severity of workplace violence incidents in the workplace, the Office Manager/HR Specialist may implement increasingly more frequent communication sessions with employees as necessary, including quarterly, monthly, or weekly reviews of this Plan and employee compliance with it.

g. Response to Actual or Potential Workplace Violence Emergencies

A workplace violence emergency is any incidence of workplace violence that entails the potential loss of life or significant injury to any person at the workplace.

If a workplace violence emergency is so severe as to trigger a lockdown or evacuation of the workplace according to the School's safety plan, such as when firearms are involved or a when an intruder has entered the campus with violent or criminal intent, Journey will initiate and follow the emergency procedures set forth in its school safety plan.

If a workplace violence emergency does not rise to the level of a school-wide response but is ongoing and entails potential or threatened loss of life or significant injury to any person at the workplace, any other employees witnessing or experiencing the workplace violence incident must report the incident as soon as possible to the Office Manager/HR Specialist and/or School Administration by calling them on the phone or by whichever alternative means would reach them fastest.

EXHIBIT A

h. Training Procedures

Journey will provide annual workplace violence prevention training in accordance with the requirements of California Labor Code section 6401.9, subdivision (e), including but not limited to the following:

1. The Plan, how to obtain a copy of the Plan at no cost, and how to participate in development and implementation of the Plan.
2. The Plan's definitions and the General Workplace Violence Plan Procedures.
3. How employees can search for and recognize workplace violence hazards and risk factors associated with the three types of workplace violence.
4. How to report workplace violence incidents, threats, or concerns to the school or to law enforcement without fear of reprisal from the school or the individual against whom the report is filed.
5. Ways to defuse hostile or threatening situations.
6. Routes and methods of escaping from workplace violence incidents.
7. How this Plan integrates with the school's safety plan.
8. How and when to notify law enforcement authorities when a criminal act may have occurred or is potentially about to occur.
9. Emergency medical care to be provided to a victim of any violent act.
10. Any workplace violence hazards specific to the school environment, the corrective measures the school has implemented, and how to seek assistance to prevent or respond to violence and to avoid physical harm.
11. The workplace violence incident log, and how to obtain records the school is required to keep pursuant to the Recordkeeping part of this Plan, below.
12. An opportunity for live questions and answers on the Plan with the Office Manager/HR Specialist.

In addition to an annual training session on these topics, the school will conduct training every time a new or previously unrecognized workplace violence hazard is identified and whenever changes are made to the Plan. This additional training may be limited only to the new workplace violence hazards identified or to the new changes to the Plan.

The Office Manager/HR Specialist will ensure that this training is completed and that records of employee participation are kept and filed in accordance with Part V of this Plan ("Recordkeeping").

i. Identification and Evaluation of Workplace Violence Hazards

Workplace violence hazards are working conditions or environmental factors that increase employee exposure to workplace violence. Workplace violence hazards may arise from, for example, a school's failure to consistently require campus visitors to check in at the front desk, failure to monitor entry and exit points for unauthorized entry, failure to consistently enforce employee behavioral conduct rules, failure to consistently enforce student disciplinary rules that could expose employees to violence, and other similar policy or environmental factors that would tend to increase the incidence of workplace violence.

The Office Manager/HR Specialist shall ensure that a review of potential workplace violence hazards is conducted at least annually. The Office Manager/HR Specialist shall also conduct a review of any workplace violence hazards reported by any employee. In addition, the Office Manager/HR Specialist shall also conduct a workplace violence hazard review (1) when this Plan is first established, (2) after each

EXHIBIT A

workplace violence incident has occurred, and (3) whenever the employer otherwise is made aware of a new or previously unrecognized workplace violence hazard.

Each time a workplace violence hazard review is undertaken, the Office Manager/HR Specialist shall prepare a report describing the review process, stating date the review was completed, stating the determination of whether a workplace hazard was found to exist, and describing whether any corrective actions are recommended. All workplace hazard evaluation reports shall be kept as records pursuant to Part V of this Plan.

j. Correction of Workplace Violence Hazards

Each time a workplace violence hazard review is conducted and results in a recommendation that corrective action should be implemented to mitigate an existing workplace violence hazard, the Office Manager/HR Specialist shall prepare a recommendation for corrective action and present it to the Executive Director who shall approve, deny, or approve with modification, the recommendation for corrective action and provide a justification for any denial or modification. The recommendation for corrective action and the Executive Director response shall be kept as a record pursuant to Part V of this Plan.

Following the Executive Director taking action on a recommendation for corrective action, the Executive Director or designee shall be responsible for ensuring that the corrective action is implemented as workplace policy and, if relevant, that all employees are alerted to and trained on any necessary changes in workplace policies necessary to implement the approved corrective action. If any corrective actions require revisions to an employee handbook, those changes shall be implemented within a reasonable time.

k. Post-Incident Response and Investigation

After every reported or otherwise known incident of workplace violence, the Office Manager/HR Specialist shall conduct a workplace violence evaluation of any and all workplace conditions, policies, or practices that may have contributed to the occurrence of the incidence of workplace violence and shall record a record of the evaluation, as required by Section II.i., above.

Post-incident reviews shall include, at minimum, an interview with the victim of workplace violence, any witnesses, and the impressions of the Office Manager/HR Specialist and/or designees assisting in the post-incident response. The interview and investigation shall seek to establish all facts required to be included in a Violent Incident Log, as set forth in Part III of this Plan.

Employees will be encouraged to provide feedback and information as part of the post-incident response. Employees who refuse to participate may be subject to discipline. Employees should be alerted that they are not subject to retaliation or reprisal from Journey as a consequence of their participation in any post-incident response.

l. Review of Plan Effectiveness

The Office Manager/HR Specialist shall review the general effectiveness of this Plan annually at the time the Plan is circulated to employees for suggestions, whenever a deficiency in the Plan is noted, and after any workplace violence incident occurs.

III. VIOLENT INCIDENT LOG

EXHIBIT A

Journey will maintain a Violent Incident Log. The Office Manager/HR Specialist shall ensure that the details of every violent incident reported or otherwise known to have occurred at the school are recorded into the Violent Incident Log. The log shall contain information solicited from the person experiencing the workplace violence incident, any witnesses, and investigation findings. All personal identifying information shall be omitted from the log, with the exception of the details of the person making the entry. The log shall be reviewed during any periodic reviews of this Plan for effectiveness.

The Violent Incident Log, for every incident, shall include the following:

1. The **date, time, and location** of the incident.
2. The **type or types of workplace violence** involved.
3. A **detailed description** of the incident.
4. **Who committed the violence**, including whether the perpetrator was a School stakeholder, family or friend of a School stakeholder, stranger with criminal intent, coworker, supervisor or manager, partner or spouse, parent or relative, or another perpetrator.
5. The **general circumstances** at the time of the incident, including, but not limited to, whether the employee was completing usual job duties, working in poorly lit areas, rushed, working during a low-staffing level, isolated or alone, unable to get help or assistance, working in a community setting, or working in an unfamiliar or new location.
6. **Where the incident occurred**, such as in the workplace, parking lot, or other area outside the workplace, or other area.
7. The **type of attack**: physical attack without a weapon; attack with a weapon or object; a threat of physical force or threat of use of a weapon or other object; sexual assault or threat of sexual assault; animal attack; other.
8. The consequences of the incident, including whether security or law enforcement was contacted; actions taken to protect employees from continuing threat, etc.
9. **Information on the person entering the log entry**, including their name, job title, and date entered.

IV. RECORDKEEPING

This Plan requires that various records pertaining to workplace violence be maintained, as follows:

1. Records of workplace violence hazard identification, evaluation, and correction shall be created and maintained for a minimum of five (5) years.
2. Training records shall be created and maintained for a minimum of one (1) year, and shall include dates training was conducted, the contents or a summary of the training sessions conducted, the names and qualifications of persons conducting the training, and the names and job titles of all persons attending the training sessions.
3. Violent Incident Logs shall be maintained for a minimum of five (5) years.
4. Records of workplace violence incident investigations shall be maintained for a minimum of five (5) years.
5. All records required to be maintained per this Part of the Plan are to be made available to the Department of Industrial Relations upon request for examination and copying.
6. All records required pursuant to items (1) through (3) of this Part shall be made available to employees and their representatives, upon request and without cost, for examination and copying within 15 calendar days of a request.

**JOURNEY SCHOOL
WORKPLACE VIOLENCE REPORTING FORM**

This form should be used to report any incidence of workplace violence that any employee of Journey witnesses at the workplace or any work-related event. Employees are required to report any workplace violence they witness and will not be subject to any retaliation for reporting workplace violence.

“Workplace Violence” includes but is not limited to the following: (i) the threat or use of physical force against an employee that results in, or has a high likelihood of resulting in, injury, psychological trauma or stress, regardless of whether the employee sustains an injury; (ii) an incident involving a threat or use of a firearm or other dangerous weapon, including the use of common objects as weapons, regardless of whether the employee sustains an injury; (iii) the following four workplace violence types:

- *Type 1: violence committed by a person with no legitimate business at the worksite;*
- *Type 2: violence directed at employees by students, parents, contractors, volunteers, or visitors;*
- *Type 3: violence against an employee by a present or former employee, supervisor, or manager;*
- *Type 4: violence committed in the workplace by a person who does not work there, but has or is known to have had a personal relationship with an employee.*

“Workplace Violence” does not include lawful acts of self-defense or defense of others.

If you have witnessed a workplace violence incident, please enter as much of the following information as you can:

Date of Report: _____ **Date(s) of Incident:** _____

Reporter’s Name: _____

Reporter’s Job Title: _____

Reporter’s email address or telephone number: _____

Victim Name(s) (if other than Reporter): _____

Victim’s Job Title (If other than Reporter): _____

Victim’s email address or telephone number: _____

Approximate Place of Incident: _____

Approximate Time of Incident: _____

Narrative Description of Workplace Violence Incident: _____

Type of Workplace Violence (see definitions above): _____

Name, Description, or other information about Perpetrator(s): _____

Thank you for submitting this information. You may be contacted by administration to provide further information. Please sign below to verify the accuracy of the information provided on this form.

Reporter’s Signature

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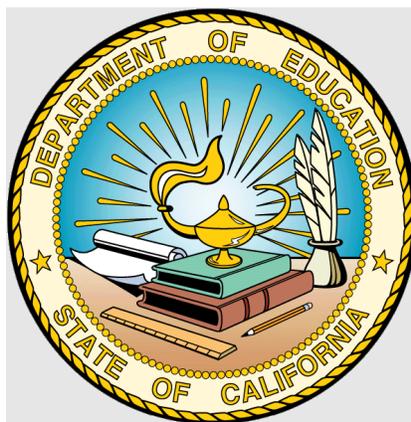
EXPANDED LEARNING OPPORTUNITIES PROGRAM PLAN GUIDE

Original approval May 26, 2022

Revised August 22, 2024

Prepared by:
Expanded Learning Division

California Department of Education
1430 N Street, Suite 3400
Sacramento, CA 95814-5901
916-319-0923



This Program Plan Template Guide is required by California *Education Code (EC)* Section 46120(b)(2)

Note: This cover page is an example, programs are free to use their own logos and the name of their program.

Expanded Learning Opportunities Program Plan Guide

Name of Local Educational Agency and Expanded Learning Opportunities Program Site(s)

Local Educational Agency (LEA) Name: _____

Contact Name: _____

Contact Email: _____

Contact Phone: _____

Instructions: Please list the school sites that your LEA selected to operate the Expanded Learning Opportunities Program (ELO-P). Add additional rows as needed.

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

Purpose

This template will aid LEAs in the development of a program plan as required by *EC* Section 46120(b)(2). In this program plan, LEAs will describe program activities that support the whole child, and students' Social and Emotional Learning (SEL) and development.

Definitions

"Expanded learning" means before school, after school, summer, or intersession learning programs that focus on developing the academic, social, emotional, and physical needs and interests of pupils through hands-on, engaging learning

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experiences. It is the intent of the Legislature that expanded learning programs are pupil-centered, results driven, include community partners, and complement, but do not replicate, learning activities in the regular school day and school year. (*EC* Section 8482.1[a])

“Expanded learning opportunities” has the same meaning as “expanded learning” as defined in *EC* Section 8482.1. “Expanded learning opportunities” does not mean an extension of instructional time, but rather, opportunities to engage pupils in enrichment, play, nutrition, and other developmentally appropriate activities. (*EC* Section 46120[e][1])

Instructions

This Program Plan needs to be approved by the LEA’s Governing Board in a public meeting and posted on the LEA’s website.

The program plan template guide is considered a living document that is periodically reviewed and adjusted to reflect the needs of the community, updates in the law, and to provide continuous improvement in the development of an effective ELO-P.

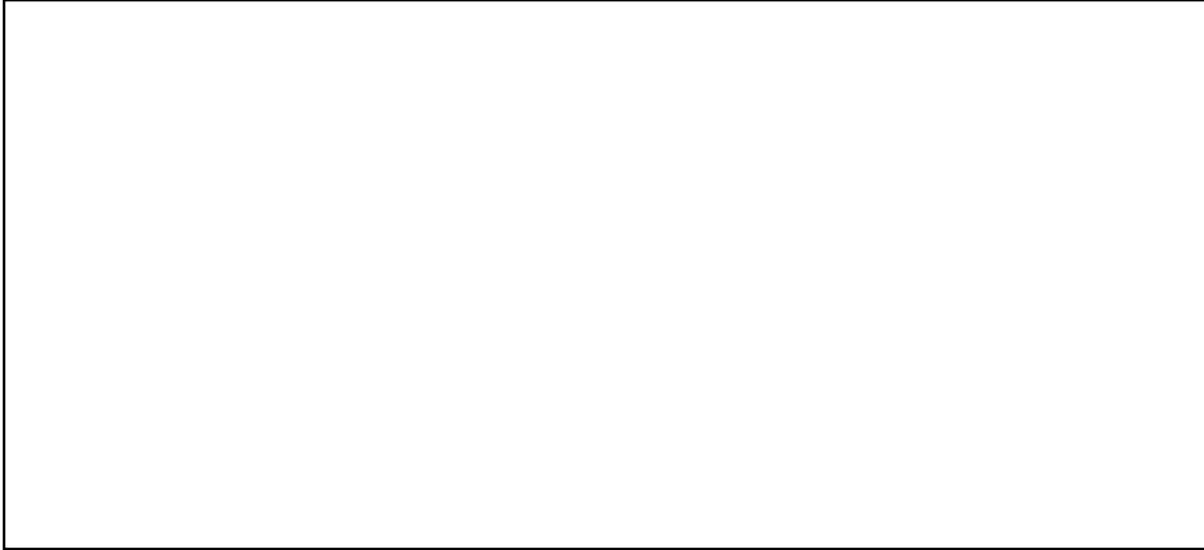
The LEA is responsible for creating, reviewing, and updating the program plan every three years in accordance with *EC* Section 8482.3(g)(1). LEAs are encouraged to work collaboratively with partners and staff to develop and review the program plan. The LEA is responsible for the plan and the oversight of any community partners or subcontractors. The LEA should include any partners in the development and review of the plan. It is recommended that the plan be reviewed annually.

The Expanded Learning Division adopted the *Quality Standards for Expanded Learning in California* (Quality Standards) and introduced requirements for Continuous Quality Improvement (CQI) to help programs engage in reflection and be intentional about program management practices and activities delivered to students. To create the program plan, provide a narrative description in response to the prompts listed under each Quality Standard below. The LEA may customize and include additional prompts, such as describing SEL activities, or refining the plan. In addition to the narrative response, it may be useful to include tables, charts, or other visual representations that contribute to the understanding of the ELO-P. LEAs are encouraged to download and reference the Quality Standards in order to provide ongoing improvements to the program. The Quality Standards can be found on the California Department of Education’s (CDE) Quality Standards and CQI web page, located at <https://www.cde.ca.gov/ls/ex/qualstandcqi.asp>.

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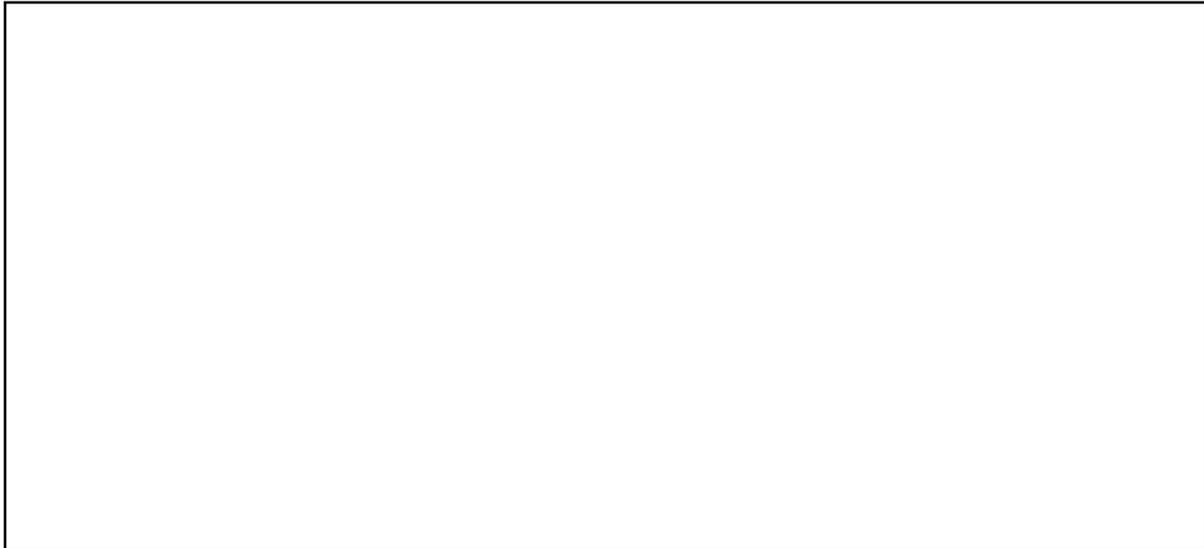
1—Safe and Supportive Environment

Describe how the program will provide opportunities for students to experience a safe and supportive environment. Include if the program will be offered on the schoolsite or off campus. If not on site, describe where in the community it will be and how students will be supported to get there.



2—Active and Engaged Learning

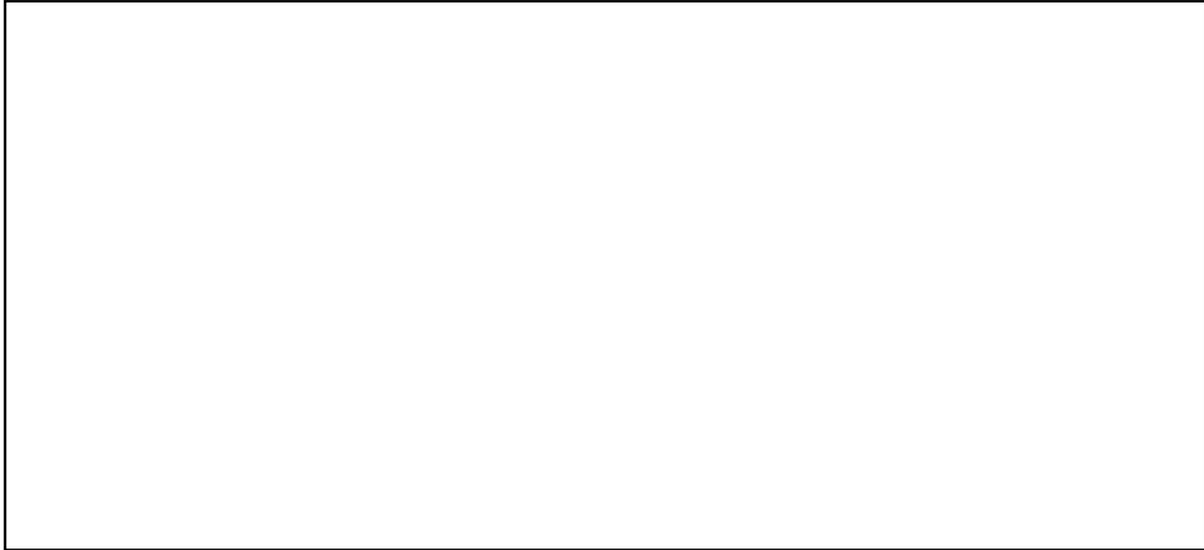
Describe how the program will provide opportunities for students to experience active and engaged learning that either supports or supplements, but does not duplicate, the instructional day.



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3—Skill Building

Describe how the program will provide opportunities for students to experience skill building.



4—Youth Voice and Leadership

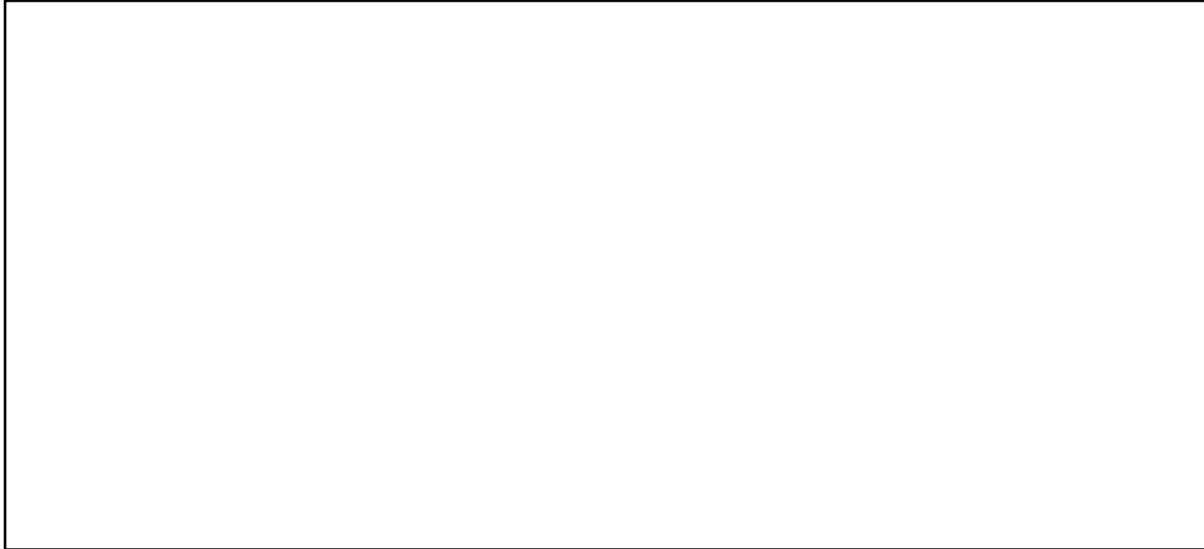
Describe how the program will provide opportunities for students to engage in youth voice and leadership.



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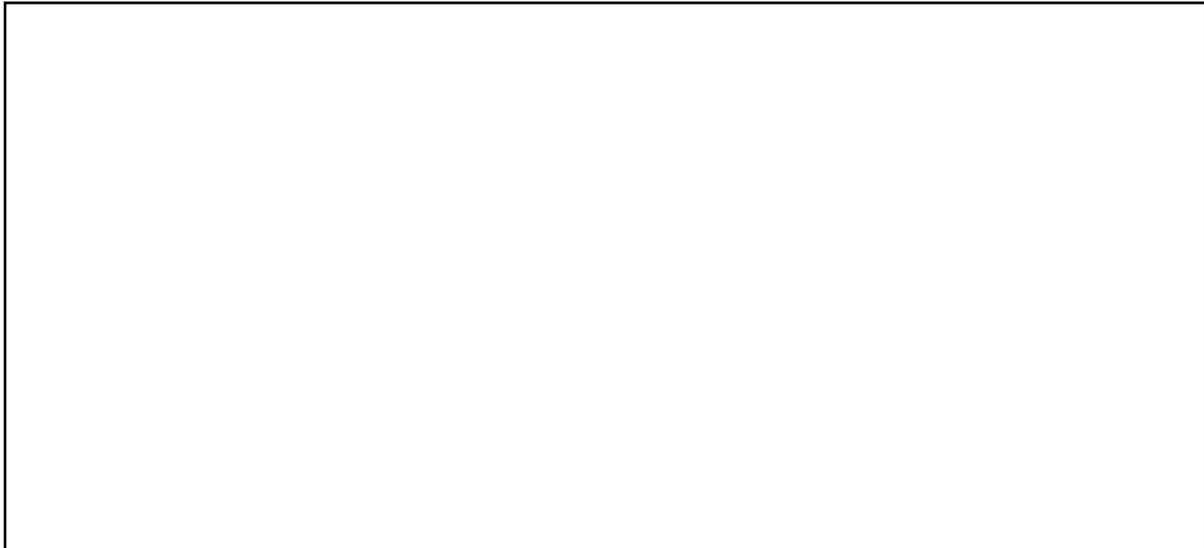
5—Healthy Choices and Behaviors

Describe how the program will provide opportunities for students to engage in healthy choices and behaviors. Describe how students will be served nutritious meals and/or snacks during the ELO-P hours of programming.



6—Diversity, Access, and Equity

Describe how the program is designed to address cultural and linguistic diversity and provide opportunities for all students to experience diversity, access, and equity. Describe how the ELO-P will provide access and opportunity for students with disabilities.



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7—Quality Staff

Describe how the program will provide opportunities for students to engage with quality staff.



8—Clear Vision, Mission, and Purpose

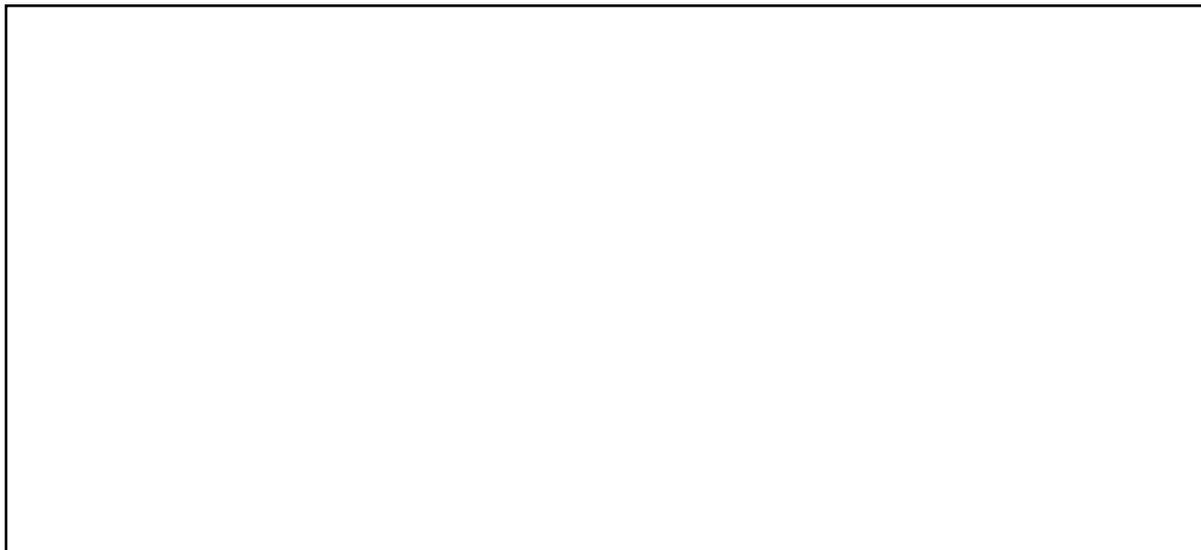
Describe the program's clear vision, mission, and purpose.



Expanded Learning Opportunities Program Plan Guide

9—Collaborative Partnerships

Describe the program’s collaborative partnerships. Local educational agencies are encouraged to collaborate with non-LEA entities to administer and implement ELO-P programs.



10—Continuous Quality Improvement

Describe the program’s Continuous Quality Improvement plan.



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11—Program Management

Describe the plan for program management.

General Questions

Existing After School Education and Safety (ASES) and 21st Community Learning Centers (21st CCLC) Elementary and Middle School grantees.

ASES, 21st CCLC Elementary/Middle School, and the ELO-P should be considered a single, comprehensive program. In coordinating all these funding streams to move towards a single program, the expectation is that the most stringent requirements will be adopted for program guidance. If one or both grants are held, please describe how the ELO-P funding will be used to create one comprehensive and universal Expanded Learning Program.

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Transitional Kindergarten and Kindergarten

Programs serving transitional kindergarten or kindergarten pupils shall maintain a pupil-to-staff member ratio of no more than 10 to 1. (*EC Section 46120[b][2][D]*). Please address the proposed schedule and plan for recruiting and preparing staff to work in the program, including supporting them to understand how to work with younger children. How will the lower pupil-to-staff ratio be maintained? How will the curriculum and program be developmentally-informed to address this younger age group?

Sample Program Schedule

Please submit a sample program schedule that describes how the ELO-P or other fund sources, including the California State Preschool Program for children enrolled in transitional kindergarten or kindergarten, will be combined with the instructional day to create a minimum of nine hours per day of programming (instructional day plus ELO-P or other supports). Also, submit a sample schedule for a minimum nine-hour summer or intersession day.

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Below are additional legal requirements for the ELO-P. Please ensure your Program Plan meets all of these legal requirements:

EC Section 46120(b)(2):

[LEAs] operating expanded learning opportunities programs may operate a before school component of a program, an after school component of a program, or both the before and after school components of a program, on one or multiple school sites, and shall comply with subdivisions (c), (d), and (g) of Section 8482.3, including the development of a program plan based on the following;

(2) [LEAs] operating expanded learning opportunity programs pursuant to this section may operate a before school component of a program, an after school component of a program, or both the before and after school components of a program, on one or multiple schoolsites, and shall comply with subdivisions (c), (d), and (g) of Section 8482.3, including the development of a program plan based on all of the following:

(A) The department's guidance.

(B) Section 8482.6.

(C) Paragraphs (1) to (9), inclusive, and paragraph (12) of subdivision (c) of Section 8483.3.

(D) Section 8483.4, except that programs serving transitional kindergarten or kindergarten pupils shall maintain a pupil-to-staff member ratio of no more than 10 to 1.

EC Section 46120(b)(1)(A):

On schooldays, as described in Section 46100 and Sections 46110 to 46119, inclusive, and days on which school is taught for the purpose of meeting the 175-instructional-day offering as described in Section 11960 of Title 5 of the California Code of Regulations, in-person before or after school expanded learning opportunities that, when added to daily instructional minutes, are no less than nine hours of combined instructional time and expanded learning opportunities per instructional day.

EC Section 46120(b)(1)(B):

For at least 30 nonschooldays, during intersessional periods, no less than nine hours of in-person expanded learning opportunities per day.

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EC Section 46120(b)(3):

[LEAs] shall prioritize services provided pursuant to this section at schoolsites in the lowest income communities, as determined by prior year percentages of pupils eligible for free and reduced-price meals, while maximizing the number of schools and neighborhoods with expanded learning opportunities programs across their attendance area.

EC Section 46120(b)(4):

[LEAs] may serve all pupils, including elementary, middle, and secondary school pupils, in expanded learning opportunity programs provided pursuant to this section.

EC Section 46120(b)(6):

[LEAs] are encouraged to collaborate with community-based organizations and childcare providers, especially those participating in state or federally subsidized childcare programs, to maximize the number of expanded learning opportunities programs offered across their attendance areas.

EC Section 46120(c):

A [LEA] shall be subject to the audit conducted pursuant to Section 41020 to determine compliance with subdivision (b).

EC Section 8482.3(d):

[LEAs] shall agree that snacks made available through a program shall conform to the nutrition standards in Article 2.5 (commencing with Section 49430) of Chapter 9 of Part 27 of Division 4 of Title 2.

[LEAs] shall agree that meals made available through a program shall conform to the nutrition standards of the United States Department of Agriculture's at-risk afterschool meal component of the Child and Adult Care Food Program (42 United States Code [U.S.C.] Section 1766).

EC Section 8482.6:

Every pupil attending a school operating a program . . . is eligible to participate in the program, subject to program capacity. A program established . . . may charge family fees. Programs that charge family fees shall waive the cost of these fees for pupils who are eligible for free or reduced-price meals, for a child that is a homeless youth, as defined by the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Section 11434a), or for a child who the program knows is in foster care. A program

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that charges family fees shall schedule fees on a sliding scale that considers family income and ability to pay.

EC sections 8483.4 and 46120(b)(2)(D):

The administrator of every program established pursuant to this article shall establish minimum qualifications for each staff position that, at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of the school district. Selection of the program site supervisors shall be subject to the approval of the school site principal. The administrator shall also ensure that the program maintains a pupil-to-staff member ratio of no more than 20 to 1. All program staff and volunteers shall be subject to the health screening and fingerprint clearance requirements in current law and district policy for school personnel and volunteers in the school district, except that programs serving transitional kindergarten or kindergarten pupils shall maintain a pupil-to-staff member ratio of no more than 10 to 1.

EC Section 8482.3(c)(1)(A–B):

Each component of a program established pursuant to this article shall consist of the following two elements:

(A) An educational and literacy element in which tutoring or homework assistance is provided in one or more of the following areas: language arts, mathematics, history and social science, computer training, or science.

(B) An educational enrichment element that may include, but need not be limited to, fine arts, career technical education, recreation, physical fitness, and prevention activities.

Memo

Date: August 22, 2024

To: Journey School Council

From: Gavin Keller

Re: Professional Goals – Self Evaluation

GOAL #1: Ensure stakeholders at Journey understand the key benchmarks for each grade level, while supporting a framework and process for staff to assess student performance and progress towards these benchmarks.

Tasks:

- Define benchmarks
- Develop assessments
- Provide support and professional development for teachers
- Communicate benchmarks and assessment results to stakeholders
- Capture successes and achievements (including alumni data) and share out

GOAL #2: Focus on middle school improvement to include a well-defined structure and systems to ensure a consistent educational experience and clear communication with families.

Tasks:

- Define core curriculum pathways
- Hone student supports and programs to meet the various needs of middle schoolers (behavior, academic, social emotional, etc.) to include student leadership opportunities, service projects, etc.
- Provide support and professional development for teachers
- Communicate pathways, programs and supports
- Maintain high rates of middle school enrollment

GOAL #3: Develop an innovative and compliant special education program that aligns with Journey's mission and charter outcomes.

Tasks:

- Develop all aspects of a special education program
- Ensure high quality, innovative and compliant IEPs
- Provide support and professional development for teachers
- Ensure high levels of collaboration between general education team and special education team
- Improve upon MTSS process for general education students.

JOURNEY SCHOOL COUNCIL ROSTER and TERMS

As of June, 2024

Council Members - Voting

NAME	TITLE	START	END TERM	CONTACT INFORMATION
Amy Capelle	President	July, 2020	June, 2025	amy@journeyschool.net
Melissa Dahlin	Board Member	October, 2020	June, 2024 (willing to stay on month to month until replacement)	melissa.dahlin@gmail.com
Mike Allbee	Treasurer	September, 2022	June, 2026	michael.allbee@journeyschool.net
Margaret Moodian	Board Member	July, 2021	June, 2026	mminni100@hotmail.com
Jeannie Lee	Secretary	July, 2017	June, 2025	jeannie@journeyschool.net

Staff Members/Consultants - Non-Voting

NAME	TITLE	PHONE	EMAIL
Gavin Keller	School Executive Director	949-448-7232 JS office	gavin@journeyschool.net
Shelley Kelley	Educational Program Administrator	949-448-7232 JS office	shelley@journeyschool.net
Amanda Simmons	Independent Study Administrator	949-448-7232 JS office	amandas@journeyschool.net
Larry Tamayo	Journey Account Manager with ExED	619-266-3239 office	ltamayo@exed.org

Advisory Positions - Non-Voting

NAME	TITLE	EMAIL
Cassie Kauwling	Parent Cabinet Advisory	ckauwling@gmail.com
ROTATING	Faculty Advisory	
Heidi Crowley	CUSD representative/advisor	hacrowley@capoused.org 949-234-9220 office

Journey School Council Regular Meeting Schedule

Approved 9.25.24

2024-25 School Year

Day	Date	Year	Notes	
	July	2024	No regular meeting	
Thursday	August 22	2024	*	Margaret
Thursday	September 26	2024	*	Shelley
Thursday	October 24	2024	*	Mike
Wednesday	November 13	2024	Board Retreat 2pm start	
Thursday	December 12	2024	*	Melissa
Thursday	January 23	2025	*	Jeannie
Thursday	February 27	2025	*	Cassie
Thursday	March 27	2025	*	Gavin
Thursday	April 24	2025	*	Amy
Thursday	May 29	2025	*	Shelley
Thursday	June 26	2025	* Annual Meeting	Mike

*4th Thursday of the month ^ Exception due to holiday or other scheduling issue

Special Meeting

All regular meetings normally start at 6:00 pm, but time is subject to change if needed for Council members' schedules and is different for any retreats. Meetings may be held in-person and/or virtually via Zoom based on public health considerations. Check each agenda for the meeting location.