

# VMCS REGULAR BOARD MEETING AGENDA - May 20 2026 Minutes

Wednesday, May 20, 2026 at 5:30 PM

1450 E. LA Palma Ave. , Anaheim, CA 92805

Page

## 1. OPEN GENERAL SESSION

### 1.1 Call to Order

Time: 5:45 p.m.

### 1.2 Establishment of Quorum

When the meeting commenced, three Board Members were in attendance. One Board Member arrived later. Quorum was achieved.

### 1.3 Pledge of Allegiance

### 1.4 Approval of the Agenda [A 052026 Board Agenda.pdf](#)

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Recommendation: It is recommended that the VMCS Board approves the proposed VMCS Board Meeting Agenda.

Rationale: The VMCS Board Meeting Agenda was posted as required by the Brown Act.

Moved by: Kyle Bonenberger; seconded by: Mike Anderson

**Yea:** Mike Anderson, Kyle Bonenberger, and Fareed Farukhi

**Not Present at Vote:** Sharon Rhee

**COI:** Robert Nelson

**Motion Carries 3-0**

### 1.5 Public Comment [B Request to Speak.pdf](#)

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Public Comment: Vibrant Minds Charter School welcomes your participation at Vibrant Minds Charter School Board Meetings. The purpose of the meeting of the Board of Directors (Board) is to conduct the affairs of Vibrant Minds Charter School in public. Your participation ensures continuing community interest in Vibrant Minds Charter School. If you wish to make a public comment, please complete the "Request to Speak before the Vibrant Minds Charter School Board" Form prior to the start of the meeting. The form may be accessed on the school's website. Hard copies will also be available in the School Office and at in-person meetings. You may also make a public comment during this section of the Board Meeting.

Comments are to address Open/Closed Session items found on the agenda. Each Comment will be limited to three (3) minutes. A total of twenty-one (21) minutes will be afforded for public comment. Unless an item has been placed on the published agenda in accordance with the Brown Act, there shall be no action

taken, nor should there be comments on, responses to, or discussion of a topic not on the agenda. All Public Comment will be presented to the Board of Directors. The Board Members may: (1) acknowledge receipt of information/report; (2) refer to staff with no direction as to action or priority; or (3) refer the matter to the next agenda.

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### **No Speakers**

## **2. PARENT REPORTS**

### **2.1 School Site Council (SSC) Report by Parent/Staff Representative**

The written report was provided by Yvette LaValle. A meeting was held on Thursday, May 7, 2026. Items that were discussed included the following:

- Running Club Event
- LCAP
- Staffing
- Community School Vision
- New Site Update

### **2.2 English Learner Advisory Committee (ELAC) Report by Parent/Staff Representative**

The written report was provided by Anaiss Servin. They met during the week of this Board meeting. Seven parents of English Learners were in attendance. They selected a President and Secretary and enjoyed a potluck. It was determined that meeting every other month at an earlier time would be better for the 2026-2027 school year. This way, ELAC can draw parents who are dropping off their scholars in the morning.

### **2.3 Family and Staff Team (F.A.S.T.) Report by Parent/Staff Representative**

The written report was provided by Yvette LaValle. Future events were discussed, including:

- Color Run
- Musical Performances of Peter Pan Junior
- Yearbook Sales -- \$6.00
- June 10, 2026, End-of-Year Carnival
- TK Bridge Ceremony on June 11, 2026
- Grade 6 Circle of Life and Promotion on June 12, 2026
- Grade K Celebration on June 12, 2026
- New Grade K-6 Families Orientation on June 16, 2026
- TK Families Orientation on June 18, 2026

### 3. **CONSENT ITEMS (VOTE ON MULTIPLE ITEMS SIMULTANEOUSLY)**

Our adopted rules of Parliamentary Procedure, Robert’s Rules, provide for a consent agenda listing several items for approval of the Board by a single motion. Most of the items listed under the consent agenda have gone through Board subcommittee review and recommendation. Documentation concerning these items has been provided to all Board Members and the public in advance to assure an extensive and thorough review.

Consent section items are for routine matters that do not require discussion or deliberation by the Board. The consent calendar permits the Board to approve multiple items by one action. All Board Members have the right to remove a consent item from the consent calendar so that normal discussion and deliberation may take place.

Minutes from April 8, 2026, VMCS Board Meeting

Moved by: Mike Anderson; seconded by: Sharon Rhee

**Yea:** Mike Anderson, Kyle Bonenberger, Fareed Farukhi, and Sharon Rhee

**COI:** Robert Nelson

**Motion Carries 4-0**

As part of the Consent Items, it is recommended that the VMCS Board adopts the Minutes after being given an opportunity to make revisions/corrections.

3.1























### 4. **EXECUTIVE DIRECTOR REPORT -- DEBRA J. SCHROEDER**

- 4.1 Presentation by Kirt Gilliland of JLL Regarding Construction Project [D 052027](#) 18  
[Construction Update by Kirt Gilliland of JLL .pdf](#) 

The Board is provided a monthly update by Kirt Gilliland, our JLL representative, regarding the construction project for our permanent school site at 330 W. Broadway, Anaheim, California 92805. Kirt Gilliland is also present at our weekly onsite meetings with MC Contracting and other involved organizations. For this Board Meeting, Gilliland provided a written report, which was presented to the Board by Nelson and Schroeder.

- 4.2 Update on Lease of St. Anthony Claret Facility for 2026-2027 School Year  
New Criteria

- Need for 15 instead of 13 classrooms may not be fulfilled.
- Possible grade level distribution
  - Three Grade TK classes (If 15th room becomes available)
  - Two Grade K-3 classes
  - One Grade 4 class
  - One Grade 4/5 class
  - One Grade 5 class
  - One Grade 6 class
- Need for additional office/meeting space if possible
- Expected increase in cost

	<ul style="list-style-type: none"> <li>• Discussion of budgetary parameters -- Up to \$35,000 if 15th room is available.</li> </ul>	
4.3	<p>LCAP Public Hearing</p> <p>To meet the requirements of the LCAP, supporting documents for and a draft of the LCAP was presented to the VMCS Board. It will then be presented for approval at the June 17, 2026, Board Meeting. It must be adopted by June 30, 2026, along with the California Dashboard Local Indicators and Preliminary Budget for the 2026-2027 school year.</p> <p><a href="#">E LCAP Staffing for 2026-2027.docx</a>  <a href="#">F LCAP Goals for 2026-2027.docx</a>  <a href="#">G LCAP Template.pdf</a> </p>	21
4.4	<p>Teachers Contracts for 2026-2027(Pending Meetings and Signatures)</p> <p>Once the Staff Contracts are approved by the Board, each recipient will be met with to go over all of the relevant documents (i.e., Staff Handbook, Job Description, Salary Schedule, and Contract). The Teachers will have until the end of May 2026 to sign their Teacher Contracts.</p> <p><a href="#">H 26 - 27 Contract - A. Abdelamalak.docx</a> </p> <p><a href="#">H 26 - 27 Contract - A. Foard.docx</a> </p> <p><a href="#">H 26 - 27 Contract - B. McCann.docx</a> </p> <p><a href="#">H 26 - 27 Contract - C. Mark.docx</a> </p> <p><a href="#">H 26 - 27 Contract - C. Rico.docx</a> </p> <p><a href="#">H 26 - 27 Contract - E. Aldama.docx</a> </p> <p><a href="#">H 26 - 27 Contract - G. Gallardo.docx</a> </p> <p><a href="#">H 26 - 27 Contract - K. Kahler.docx</a> </p> <p><a href="#">H 26 - 27 Contract - K. Mariano.docx</a> </p> <p><a href="#">H 26 - 27 Contract - L. Matsunaga.docx</a> </p> <p><a href="#">H 26 - 27 Contract - L. Mino.docx</a> </p> <p><a href="#">H 26 - 27 Contract - M. Higgins.docx</a> </p> <p><a href="#">H 26 - 27 Contract - M. Montanez.docx</a> </p> <p><a href="#">H 26 - 27 Contract - M. Mora Delgado.docx</a> </p> <p><a href="#">H 26 - 27 Contract - M. Rowell.docx</a> </p> <p><a href="#">H 26 - 27 Contract - N. Miranda.docx</a> </p> <p><a href="#">H 26 - 27 Contract - N. Perez.docx</a> </p> <p><a href="#">H 26 - 27 Contract - S. Kang (Park).docx</a> </p> <p><a href="#">H 26 - 27 Contract - S. Shan.docx</a> </p>	188

[I Arbitration Agreement.pdf](#) 

- 4.5 Teacher Salary Schedule for 2026-2027 326  
The Salary Schedule for Teacher has been adjusted to include a 2% COLA.

[J Certificated Salary Schedule \(Updated for 2026 - 2027\).docx](#) 

- 4.6 Staff Handbook for 2026-2027 327  
The Staff Handbook is revised each school year based on the need for clarification and alignment with any new employment regulations. This document is relevant for all staff members, certificated and classified. It is referenced in all Staff Contracts.

[K Draft- 2026 2027 Employee Handbook Draft - Google Docs.pdf](#) 

- 4.7 Teacher Job Description for 2026-2027 406  
The Job Description for the position of Teacher is fairly general and is similar to what is found in other schools and districts. It is referenced in the Teacher Contract.

[L Teacher Certificated Job Description.docx](#) 

- 4.8 California Community School Partnership Program (CCSPP) Update  
VMCS received the CCSPP Grant, which Yvette LaValle oversees. She or a designee provides a monthly update to the Board. She indicated that there is an exploration of setting up a Quiet Zone outside of the classroom and Calm Corners inside of the classrooms. Also, there may be a benefit to extending school counseling to after-school times.

- 4.9 Statement of Economic Interests -- Form 700  
Form 700 must be completed yearly. It is a retrospective form, meaning it reports any possible Conflicts of Interest for the past year. In this case, it is for the 2025 year. It must be completed by the Executive Director, Assistant Director, and Board Members. A copy of Form 700 will be provided to the Board and completed at the meeting, as well as our own Conflict of Interest Form.

As of this Board Meeting, all forms have been completed.

## 5. ASSISTANT DIRECTOR REPORT -- CHAMMARRA NGUYEN

- 5.1 Current Enrollment for 2025-2026  
While the enrollment for 2025-2026 has been fairly stable, a monthly report is provided to the Board. At this time, we will no longer report wait list numbers since they are now included in the 2026-2027 enrollment data.

- 5.2 Enrollment Information for 2026-2027  
We are currently in the process of having families complete the enrollment process if they were on the waitlist for 2025-2026 or they were selected in the drawing. The numbers are

strong, and there is time to recruit in grade levels where we have openings.

TK -- 48 enrolled with 63 on waiting list

K -- 64 enrolled with 33 on waiting list

1 -- 63 enrolled with 0 on waiting list

2 -- 64 enrolled with 9 on waiting list

3 -- 58 enrolled with 1 on waiting list

4 -- 50 enrolled with 5 on waiting list

5 -- 48 enrolled with 4 on waiting list

6 -- 33 enrolled with 9 on waiting list

Total -- 428 with 124 on waiting list

### 5.3 Ethics Training

Completion of the Ethic Training is a requirement that needd to be done prior to January 1, 2026.

Strong effort has been made to have all Board Members complete the Ethics Training. We will implement a different approach for the 2026-2027 school year.

## 6. **ICON SCHOOL MANAGEMENT REPORT -- ROY KIM**

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[M Financial Presentation VMCS - 2026 \(05\)May - Presentation PP by ICON.pdf](#) 

### 6.1 March 2026 Financials

Roy Kim provided a PowerPoint Presentation for the March 2026 Financial, as well as budgetary trends.

### 6.2 State and Federal Financial Update

May Revise will occur on May 21, 2026. Looks promising.

## 7. **ACTION ITEMS**

### 7.1 Board Approval of the Staff Handbook for 2026-2027

This Board Approval will permit us to commence with the offering of Staff Contracts, beginning with the teachers.

Recommendation: It is recommended that the VMCS Board approves the Staff Handbook for 2026-2027.

Rationale: The Staff Handbook has been updated to clarify language and align with the current Employer/Employee regulations. It has also been vetted by multiple stakeholders.

Moved by: Kyle Bonenberger; seconded by: Sharon Rhee

**Yea:** Mike Anderson, Kyle Bonenberger, Fareed Farukhi, and Sharon Rhee

**Not Present at Vote:** Robert Nelson

**Motion Carries 4-0**

7.2 Board Approval of Teacher Job Description for 2026-2027

The Board Approval will permit us to provide the Teacher Job Description with the offering of the Teacher Contract.

Recommendation: It is recommended that the VMCS Board approves the Teacher Job Description.

Rationale: The Teacher Job Description for 2026-2027 is similar to the document for 2025-2026, with a few revisions to align with VMCS expectations.

Moved by: Sharon Rhee; seconded by: Mike Anderson

**Yea:** Mike Anderson, Kyle Bonenberger, Fareed Farukhi, and Sharon Rhee

**Not Present at Vote:** Robert Nelson

**Motion Carries 4-0**

7.3 Board Approval of Teacher Salary Schedule for 2026-2027

The Board Approval will permit us to provide the Teacher Salary Schedule with the offering of the Teacher Contract.

Recommendation: It is recommended that the VMCS Board approves the Teacher Salary Schedule with the 2% COLA increase.

Rationale: The Teacher Salary Schedule drives what is offered to each teacher in the Teacher Contract.

Moved by: Kyle Bonenberger; seconded by: Sharon Rhee

**Yea:** Mike Anderson, Kyle Bonenberger, Fareed Farukhi, and Sharon Rhee

**Not Present at Vote:** Robert Nelson

**Motion Carries 4-0**

7.4 Board Approval of Teacher Contracts for 2026-2027

The Board Approval will permit us to offer the Teacher Contracts pending meetings with each teacher for a clarification of expectations for the 2026-2027 school year.

Recommendation: It is recommended that the VMCS Board approves the Teacher Contracts

Rationale: The Teacher Contracts are similar to what has been offered in the past. They are individualized to include salary increases due to each teacher's placement on the Salary Schedule.

Moved by: Fareed Farukhi; seconded by: Sharon Rhee

**Yea:** Mike Anderson, Kyle Bonenberger, Fareed Farukhi, and Sharon Rhee

**Not Present at Vote:** Robert Nelson

**Motion Carries 4-0**

**8. BOARD COMMENTS**

8.1 General Comments

Need to discuss commitment to VMCS Board for the 2026-2027 school year.

8.2 Next Board Meeting: Wednesday, June 17, 2026, 5:30 p.m.

**9. BOARD ADJOURNMENT**

9.1 Board Adjournment: 7:03 p.m.

Moved by: Mike Anderson; seconded by: Sharon Rhee

**Motion Carries**

**10. GENERAL INFORMATION**

10.1 Notifications

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Mayor



## VMCS REGULAR BOARD MEETING AGENDA - May 20, 2026

Wednesday, May 20, 2026 at 5:30 PM

1450 E. LA Palma Ave. , Anaheim, CA 92805

Page

### 1. OPEN GENERAL SESSION

1.1 Call to Order  
Time:

1.2 Establishment of Quorum

1.3 Pledge of Allegiance

1.4 Approval of the Agenda

Recommendation: It is recommended that the VMCS Board approves the proposed VMCS Board Meeting Agenda.

Rationale: The VMCS Board Meeting Agenda was posted as required by the Brown Act.

1.5 Public Comment [B Request to Speak.pdf](#) 

7

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## **2. PARENT REPORTS**

- 2.1 School Site Council (SSC) Report by Parent/Staff Representative
- 2.2 English Learner Advisory Committee (ELAC) Report by Parent/Staff Representative
- 2.3 Family and Staff Team (F.A.S.T.) Report by Parent/Staff Representative

## **3. CONSENT (ONE VOTE)**

- 3.1 April 8, 2026, Board Meeting Minutes

## **4. CONSENT ITEMS (VOTE ON MULTIPLE ITEMS SIMULTANEOUSLY)**

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Minutes from Previous VMCS Board Meeting

As part of the Consent Items, it is recommended that the VMCS Board adopts the Minutes after being given an opportunity to make revisions/corrections.

- 4.1 Minutes from April 8, 2026

## **5. EXECUTIVE DIRECTOR REPORT -- DEBRA J. SCHROEDER**

- 5.1 Presentation by Kirt Gilliland of JLL Regarding Construction Project  
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- Need for additional office/meeting space if possible
- Expected increase in cost
- Discussion of budgetary parameters

5.3 LCAP Public Hearing

To meet the requirements of the LCAP, supporting documents for and a draft of the LCAP is presented to the VMCS Board. It will then be presented for approval at the June 17, 2026, Board Meeting. It must be adopted by June 30, 2026, along with the California Dashboard Local Indicators and Preliminary Budget for the 2026-2027 school year.

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5.8 California Community School Partnership Program (CCSPP) Update

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5.9 Statement of Economic Interests -- Form 700

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## **6. ASSISTANT DIRECTOR REPORT -- CHAMMARRA NGUYEN**

### **6.1 Current Enrollment for 2025-2026**

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### **6.2 Enrollment Information for 2026-2027**

We are currently in the process of having families complete the enrollment process if they were on the waitlist for 2025-2026 or they were selected in the drawing. The numbers are strong, and there is time to recruit in grade levels where we have openings.

### **6.3 Ethics Training**

Completion of the Ethic Training is a requirement that needd to be done prior to January 1, 2026.

## **7. ICON SCHOOL MANAGEMENT REPORT -- ROY KIM**

### **7.1 March 2026 Financials**

### **7.2 State and Federal Financial Update**

## **8. ACTION ITEMS**

### **8.1 Board Approval of the Staff Handbook for 2026-2027**

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Recommendation: It is recommended that the VMCS Board approves the Staff Handbook for 2026-2027.

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Rationale: The Teacher Contracts are similar to what has been offered in the past. They are individualized to include salary increases due to each teacher's placement on the Salary Schedule.

9. BOARD COMMENTS

9.1 General Comments

9.2 Next Board Meeting: \_\_\_\_\_

9.3 Next Board Meeting: Wednesday, June 17, 2026, 5:30 p.m.

10. BOARD ADJOURNMENT

10.1 Board Adjournment: \_\_\_\_\_ p.m.

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PARENTS/COMMUNITY MEMBERS IN A LANGUAGE THEY CAN UNDERSTAND.**

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Draft



**VIBRANT MINDS CHARTER SCHOOL**  
 TK-6 Grade, Free, Public Charter School  
 1450 E. La Palma Ave.  
 Anaheim, California 92805  
 Office: 714-563-2390  
 FAX: 714-587-2390  
<https://www.vibrantminds.us/>  
<https://www.facebook.com/VMCharterSchool//>

## Request to Speak before the Vibrant Minds Charter School Board

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Name \_\_\_\_\_ Phone \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

Agenda Item # \_\_\_\_\_ Other Agenda Item # \_\_\_\_\_ Not an Agenda Item \_\_\_\_\_

\_\_\_ I wish to speak IN FAVOR of this item.

\_\_\_ I wish to speak IN OPPOSITION to this item.

\_\_\_ I do not wish to speak. However, please record my \_\_\_ SUPPORT \_\_\_ OPPOSITION

General Citizen Comments: This item is available for citizens to speak on any subject; however, no action, by law, may be taken on the topic.

Topic of Discussion

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**VIBRANT MINDS CHARTER SCHOOL**  
**TK-6 Grade, Free, Public Charter School**  
**1450 E. La Palma Ave.**  
**Anaheim, California 92805**  
**Office: 714-563-2390**  
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<https://www.vibrantminds.us/>  
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Vibrant Minds Charter School welcomes your participation at Vibrant Minds Board Meetings. The purpose of the meeting of the Board of Directors (Board) is to conduct the affairs of Vibrant Minds Charter School in public. Your participation ensures continuing community interest in Vibrant Minds Charter School. Please submit your comment prior to the start of the meeting.

Comments are to address Open/Closed Session items found on the agenda. Each Comment will be limited to three (3) minutes. A total of twenty-one (21) minutes will be afforded for public comment. Unless an item has been placed on the published agenda in accordance with the Brown Act, there shall be no action taken, nor should there be comments on, responses to, or discussion of a topic not on the agenda. All Public Comment emails will be presented to the Board of Directors. The Board members may: (1) acknowledge receipt of information/report; (2) refer to staff with no direction as to action or priority; or (3) refer the matter to the next agenda.

Personal attacks against Vibrant Minds Charter School employees and/or Vibrant Minds Board members are inappropriate and not considered by the Board at a public Board Meeting. The Board has a complaint process which should be followed. The Board will not respond to personal attacks against employees or Board members in a public meeting, and cautions members of the public that they will be personally responsible for any remarks made.

Name \_\_\_\_\_ Phone \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

Agenda Item # \_\_\_\_\_ Other Agenda Item # \_\_\_\_\_ Not an Agenda Item \_\_\_\_\_

\_\_\_ I wish to speak IN FAVOR of this item.

\_\_\_ I wish to speak IN OPPOSITION to this item.

\_\_\_ I do not wish to speak. However, please record my \_\_\_ SUPPORT \_\_\_ OPPOSITION

General Citizen Comments: This item is available for citizens to speak on any subject; however, no action, by law, may be taken on the topic.

Topic of Discussion

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# Vibrant Minds Board Meeting Update

May 20, 2026

## Upcoming Activities:

- **Early May**
  - HVAC installation - Complete
  - ACT Ceiling Grid - Complete
  - Drywall & taping – Complete in most areas.
  - Fire sprinkler & alarm installation – Complete, less trim.
  - Painting – on hold
  - Doors/Frames/Hardware – doors and frames installed, hardware on hold for painting of doors.
- **Late May**
  - Sewer Ejection system – to be complete
  - Restrooms – to be Complete
- **June - July**
  - Most work will stop and await resolution to the CASPs report recommendations, resolution to the electrical service and system issues and new bond funding approval.

## Key Dates and Items:

- **Construction Changes to the City of Anaheim**
  - CC#4 Site work – Approved
  - CC#5 – Electrical Grounding – approved.
  - CC#6 - Revised CASPs report and plans – to be submitted in May
- **Electrical Service and Systems** – The power company has agreed to upgrade the power to the site and is working on the design. This could take 4-6 weeks with an additional 4-8 weeks to complete the work.
- **Construction Completion** – Contracted work is moving along. However, the CASPs work and electrical work noted above are delaying the project. The team has agreed to put the project on hold for June and July, to await additional bond funding approvals, CC#6 approval and new electrical service install. This will save a significant amount of money on general conditions from the general contractor.
- New anticipated completion date, based on the above information, would be 11/30/26.

# Schedule Overview

Over the last couple of months several issues have come up regarding the existing main electrical service to the building, the main electrical switch gear and electrical system. The city is also now requiring us to comply with all the items in the CASp report and the scope of work that will need to be completed as we are in 2026 and are now doing work on the 2<sup>nd</sup> floor. In addition, these items have significantly affected the project costs. All of these items are now being addressed.

Unfortunately, these issues have significantly affected the construction schedule and project costs. A new schedule has been issued that shows construction going on hold for June and July, while these issues are all resolved. Once these issues are resolved, construction will resume. If we can get approval of CC#6 (CASPs report work), get new electrical service, and get additional bond funding in place by 7/30/26, then construction can resume in August, and the team anticipates a completion date of 11/30/26.

# Schedule and Budget Issues

VIBRANT MINDS



**VIBRANT MINDS CHARTER SCHOOL**

**TK-6 Grade, Free, Public Education**

**412 W. Carl Karcher Way**

**Anaheim, California 92801**

**Office: 714-563-2390**

**FAX: 714-563-2401**

<https://www.vibrantminds.us/>

<https://www.facebook.com/VMCharterSchool/>

**LOCAL CONTROL AND ACCOUNTABILITY PLAN (LCAP)  
GOALS FOR 2026-2027**

**CLASSIFIED SUPPORT STAFF**

- Office Lead (8 Hours) – Patty Fabian
- Office Clerk 1 (8 Hours) – Isabel Dominguez
- Office Clerk 2 (8 Hours) – Isabel Salas
- Community Liaison (8 Hours) – Anaiss Servin
- Meal Clerk (5.5 Hours) – TBD
- 4 Parking Lot/Playground Supervisors (5.5 Hours)
  - TBD
  - TBD
  - TBD
  - TBD
- Day Custodian (8 Hours) – Maria Oliva
- Night Custodian/Company (5.5 Hours) – TBD
- Technologist/Visual & Audio Productions (5.5 Hours) – Austin Dyche

**CLASSIFIED INSTRUCTIONAL STAFF GENERAL EDUCATION**

- 10 Instructional Assistants (5.5 Hours)
- 5 Instructional Assistants with Classroom and After-School Support (8 Hours)
- 2 Resident Substitute Teachers (6.5 hours)
- 2 Resident Teachers (Full Time)
  - Malia Dyche
  - Ian Taylor
- Coordinator – Kla Cook (8 Hours)
- Coordinator – Yvette LaValle (8 Hours)

**CERTIFICATED INSTRUCTIONAL STAFF GENERAL EDUCATION**

- 15 Classroom Teachers (Full Time)
  - TK – BethAnn McCann, Larissa Mino, and Misty Mora
  - K – Celestial Rico and TBD
  - 1 – Ashia Foard and Kiana Mariano
  - 2 – Diana Abdelmalak and Elizabeth Aldama
  - 3 – Karen Kahler and Melissa Montañez
  - 4 – Departmentalized Teaching by Gloria Gallardo, Sarah Kang, and Samantha Shan
  - 4/5 – Departmentalized Teaching by Gloria Gallardo, Sarah Kang, and Samantha Shan
  - 5 – Departmentalized Teaching by Gloria Gallardo, Sarah Kang, and Samantha Shan
  - 6 – Christina Mark
- 2 TOSAs for Instruction (Full Time)

- ELD/Tier 3 Intervention – Naomi Perez
- ELD/Tier 3 Intervention – Michele Rowell
- 1 Music Appreciation Specialist (Full Time) – David Sanchez
- 1 Physical Education Teacher (Full Time) – Mike Higgins
- 1 Counselor (Full Time) – TBD
- 1 Coordinator for GATE/PBL/School Climate -- Jimmy Bui
- 1 Coordinator for Teacher Residency Program and Curriculum/Instruction – Cindy Fox

**CLASSIFIED INSTRUCTIONAL STAFF SPECIAL EDUCATION**

- 5 1:1 SPED Instructional Assistants (5.5 Hours)
  - K – TBD
  - 1 -- TBD
  - 2 -- TBD
  - 3 -- TBD
  - 6 -- TBD
- 1 SPED Instructional Assistant (5.5 Hours) – TBD

**CERTIFICATED INSTRUCTIONAL STAFF SPECIAL EDUCATION**

- 1 SPED RSP Teacher (Full Time) – Logan Matsunaga
- 1 Occupational Therapist (.25 Part Time) – TBD
- 1 Speech Therapist (.5 Part Time) – TBD
- 1 Speech Therapist Assistant (.5 Part Time) -- TBD
- 1 School Psychologist (Full Time) – Naomi Willey

**ADMINISTRATION**

- 1 Assistant Director (Full Time) – Chammarra Nguyen
- 1 Assistant Director (Full Time) – Karen Ogbugbulu
- 1 Executive Director (Full Time) – Debra Schroeder

VIBRANT MINDS



VIBRANT MINDS CHARTER SCHOOL

TK-6 Grade, Free, Public Education

1450 E. La Palma Ave.

Anaheim, California 92805

Office: 714-563-2390

FAX: 714-5817-2390

<https://www.vibrantminds.us/>

<https://www.facebook.com/VMCharterSchool/>

## LOCAL CONTROL AND ACCOUNTABILITY PLAN (LCAP) GOALS FOR 2026-2027

**GOAL 1:** Scholars' attendance, attitude toward learning, and sense of emotional and physical safety will be improved through attendance incentives and consequences, a positive and inspirational school climate, and social-emotional support. The dedicated and caring bilingual office staff, custodians, meal clerk, playground supervisors, classified and certificated instructional staff, counselor, school psychologist, and leadership team will contribute their skills and talents to accomplishing this goal.

**GOAL 2:** Scholars' academic growth in English-Language Arts (reading and writing) will improve through the use of standards-aligned curriculum; effective pedagogy; and differentiated, individualized, and personalized instruction. Growth will be measured by school-developed rubrics and assessments, iReady Reading Assessments, and SBAC Assessments, with a focus on school-wide data, as well as significant subgroup data for English Learners, Hispanic, and Socioeconomically Disadvantaged.

**GOAL 3:** Scholars' academic growth in mathematics will improve through the use of standards-aligned curriculum; effective pedagogy; and differentiated, individualized, and personalized instruction. Growth will be measured by school-developed rubrics and assessments, iReady Mathematics Assessments, and SBAC Assessments, with a focus on school-wide data, as well as significant subgroup data for English Learners, Hispanic, and Socioeconomically Disadvantaged.

**GOAL 4:** English Learners will progress in English language acquisition through designated and integrated ELD and differentiated, individualized, and personalized instruction with the goal of reclassification to Fluent English Proficient within six years of entry into a school in the United States. Growth will be measured by various formative assessments and disaggregated data from the English-Language Arts iReady and SBAC assessments, as well as performance on the ELPAC.

**GOAL 5:** Help scholars discover their interests and talents and transform them into strengths through character development and mentoring by coordinating field trips, GATE mentoring, P.E. Programs, Project-Based Learning, and after-school programming and electives (VAPA, STEAM, and Life Skills).

**GOAL 6:** VMCS runs an effective, efficient, and safe school operation through the use of internal and external resources. While these expenditures have not been included in past LCAPs, they are provided here for greater transparency in the use of funds provided to our school.



## LCFF Budget Overview for Parents

Local Educational Agency (LEA) Name: Vibrant Minds Charter School (VMCS)

CDS Code: 30-66423-0131417

School Year: 2026-27

LEA contact information:

Debra J. Schroeder, Ed.D.

Founding/Executive Director

[dschroeder@vibrantminds.us](mailto:dschroeder@vibrantminds.us)

(714) 563-2390

School districts receive funding from different sources: state funds under the Local Control Funding Formula (LCFF), other state funds, local funds, and federal funds. LCFF funds include a base level of funding for all LEAs and extra funding - called "supplemental and concentration" grants - to LEAs based on the enrollment of high needs students (foster youth, English learners, and low-income students).

### Budget Overview for the 2026-27 School Year

#### Projected Revenue by Fund Source

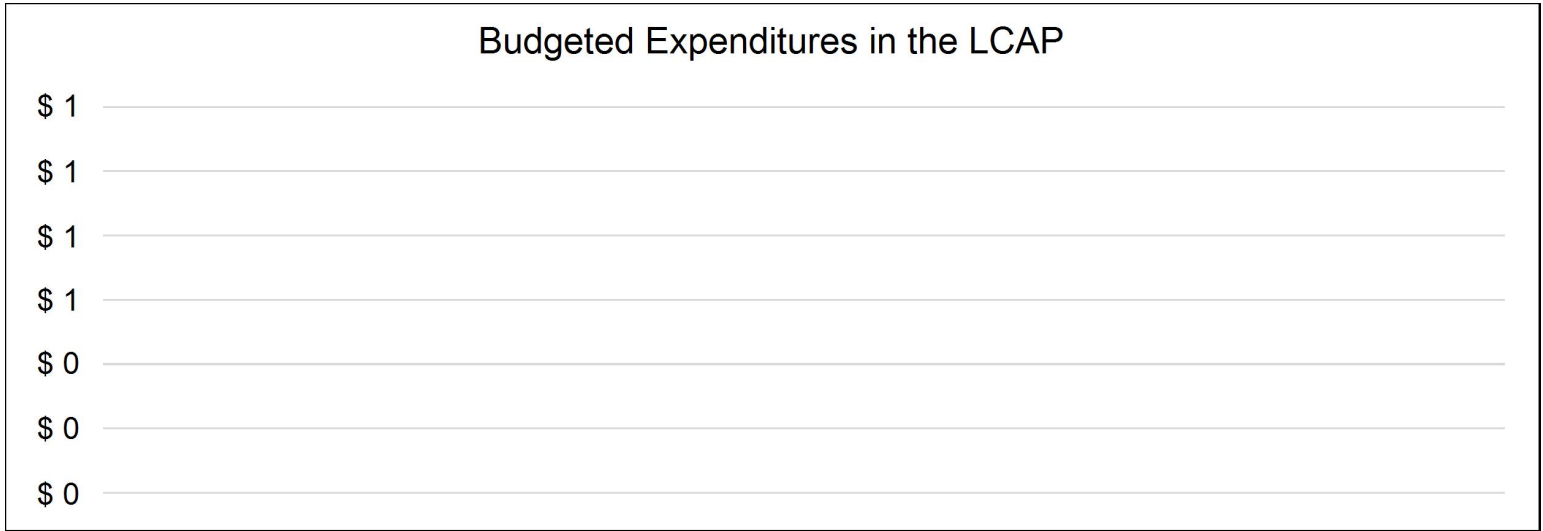
Total LCFF funds  
\$0  
0 %

This chart shows the total general purpose revenue Vibrant Minds Charter School (VMCS) expects to receive in the coming year from all sources.

The text description for the above chart is as follows: The total revenue projected for Vibrant Minds Charter School (VMCS) is \$, of which \$ is Local Control Funding Formula (LCFF), \$ is other state funds, \$ is local funds, and \$ is federal funds. Of the \$ in LCFF Funds, \$ is generated based on the enrollment of high needs students (foster youth, English learner, and low-income students).

# LCFF Budget Overview for Parents

The LCFF gives school districts more flexibility in deciding how to use state funds. In exchange, school districts must work with parents, educators, students, and the community to develop a Local Control and Accountability Plan (LCAP) that shows how they will use these funds to serve students.



This chart provides a quick summary of how much Vibrant Minds Charter School (VMCS) plans to spend for 2026-27. It shows how much of the total is tied to planned actions and services in the LCAP.

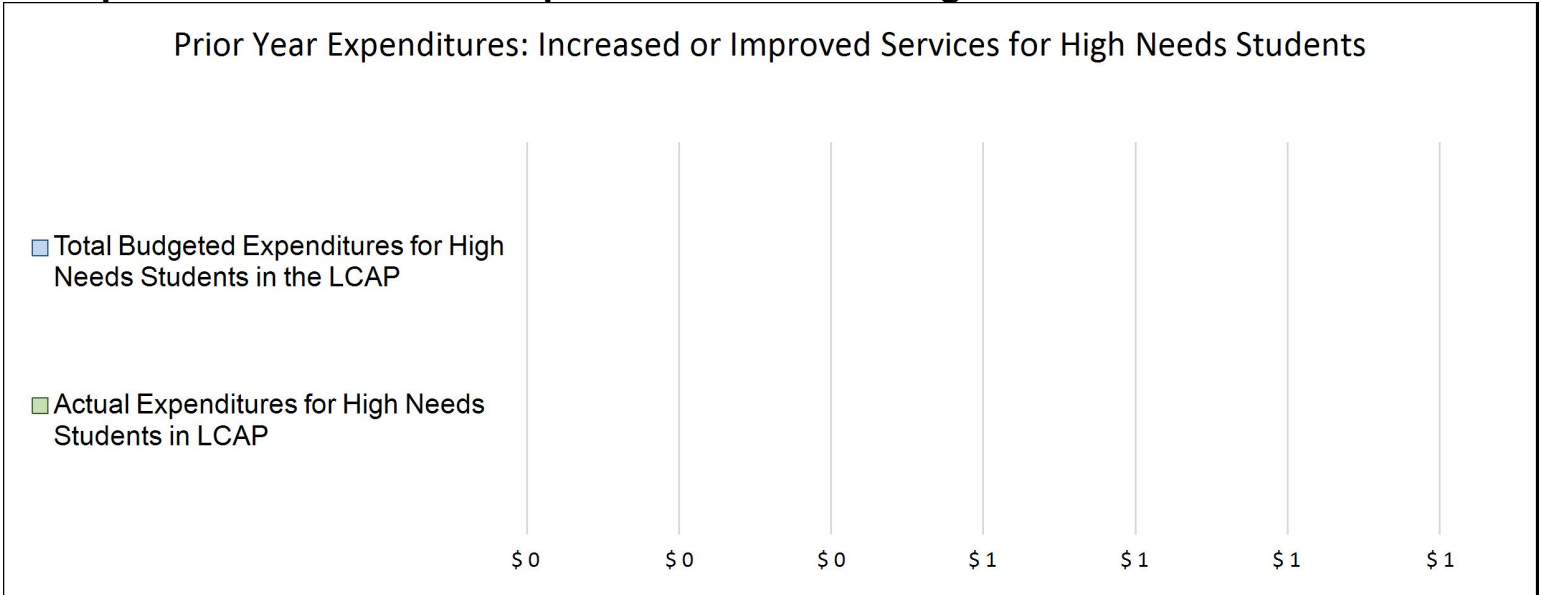
The text description of the above chart is as follows: Vibrant Minds Charter School (VMCS) plans to spend \$ for the 2026-27 school year. Of that amount, \$ is tied to actions/services in the LCAP and \$ is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

## Increased or Improved Services for High Needs Students in the LCAP for the 2026-27 School Year

In 2026-27, Vibrant Minds Charter School (VMCS) is projecting it will receive \$ based on the enrollment of foster youth, English learner, and low-income students. Vibrant Minds Charter School (VMCS) must describe how it intends to increase or improve services for high needs students in the LCAP. Vibrant Minds Charter School (VMCS) plans to spend \$ towards meeting this requirement, as described in the LCAP.

# LCFF Budget Overview for Parents

## Update on Increased or Improved Services for High Needs Students in 2025-26



This chart compares what Vibrant Minds Charter School (VMCS) budgeted last year in the LCAP for actions and services that contribute to increasing or improving services for high needs students with what Vibrant Minds Charter School (VMCS) estimates it has spent on actions and services that contribute to increasing or improving services for high needs students in the current year.

The text description of the above chart is as follows: In 2025-26, Vibrant Minds Charter School (VMCS)'s LCAP budgeted \$ for planned actions to increase or improve services for high needs students. Vibrant Minds Charter School (VMCS) actually spent \$ for actions to increase or improve services for high needs students in 2025-26.



## Local Control and Accountability Plan

The instructions for completing the Local Control and Accountability Plan (LCAP) follow the template.

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Vibrant Minds Charter School (VMCS)	Debra J. Schroeder, Ed.D. Founding/Executive Director	dschroeder@vibrantminds.us (714) 563-2390

## Plan Summary [2026-27]

### General Information

A description of the LEA, its schools, and its students in grades transitional kindergarten–12, as applicable to the LEA. LEAs may also provide information about their strategic plan, vision, etc.

Vibrant Minds Charter School (VMCS) is an independent public charter school authorized by the Anaheim Elementary School District (AESD), which was approved to open in the 2015-2016 school year to serve scholars in Grades TK-6. VMCS is located in Central Anaheim, which is a densely populated urban area in Orange County, California. However, there are no geographical boundaries for admittance to a charter school, and VMCS draws scholars from multiple cities in Los Angeles, Orange, and Riverside Counties. However, the majority of the scholars live in Central Anaheim. VMCS is considered to be a single school district since it is not part of a chain or consortium of charter schools. After five years of operation, our charter was renewed by AESD in the Spring of 2020 for five years, which began with the 2020-2021 school year and would have concluded at the end of the 2024-2025 school year. Three years were added to the charter due to the COVID-19 pandemic, as well as the passage of Assembly Bill 130, which has resulted in a new concluding year of 2027-2028 with anticipated renewal in 2028-2029 and beyond.

The projected maximum enrollment for VMCS is 448 scholars for the 2026-2027 school year, which is equivalent to 15 classrooms. This involves three Grade TK classes, eight Grades K-3 classes, and four Grades 4-6 classes. In 2027-2028, Grade 6 will also be doubled through push-up numbers and recruitment for a total of 16 classrooms and an enrollment of 468 scholars. Our increases in enrollment are possible through a revision of our charter with AESD and our acquisition of a larger facility. For the 2025-2026 and 2026-2027 school years, we will be located at a temporary site associated with the St. Anthony Claret Church at 1450 La Palma Avenue, Anaheim 92805. The necessity for a temporary site is due to unexpected delays with the City of Anaheim in the modernization of our permanent site at 330 W. Broadway, Anaheim 92805. At our maximum enrollment, we are still considered to be a small school that functions both as a school and a

district. Our "stand alone" model provides a true alternative to larger systems. If historical patterns prevail, we anticipate that we will still have a waiting list. However, we do not intend to expand our enrollment in the future.

The school maintains a strength-based philosophy with a rigorous academic program and a highly enriched curriculum. Academically, VMCS Differentiates, Individualizes, and Personalizes (DIP) instruction; incorporates Technology-Infused Education (TIE); showcases Project-Based Learning (PBL); and adjusts instructional support as needed to ensure each scholar's maximum growth. In addition to traditional academic areas, VAPA (Visual and Performing Arts -- e.g., chorus, dance, drama, instrumental music, and visual arts), STEAM (Science, Technology, Engineering, Art, and Mathematics -- e.g., computer programming, drones, photography/video productions, robotics, and web page development), and Life Skills (e.g., athletics, culinary arts, fashion design, second language, and homework) are offered so scholars can discover their interests and talents and transform them into strengths through character development and mentoring. VMCS also emphasizes the development of VIA (Values in Action) character strengths under the "umbrella" virtues of wisdom and knowledge, courage, humanity, justice, temperance, and transcendence, as well as "The 7 Habits of Happy Kids" using the "Leader in Me" curriculum. Beginning in 2021-2022, the Zones of Regulation curriculum was also implemented school-wide to support the scholars' social-emotional needs. There is also strong family engagement at VMCS with many unique opportunities to be part of the school community.

## MISSION

The mission of VMCS is to produce well-rounded, self-confident, community-conscious, high achieving graduates who successfully transition into higher levels of education, community involvement, and citizenship. VMCS will achieve these goals through a strength-based, comprehensive academic program with enrichment in VAPA (Visual and Performing Arts), STEAM (Science, Technology, Engineering, Art, and Mathematics), and Life Skills, as well as service learning.

## VISION

Members of the VMCS community create an enriched and engaging learning environment in which interests and talents are discovered and transformed into strengths. Character is refined through self-awareness, acceptance of others, and service to the community. Above all, there is a commitment to ignite a love for learning and inspire a quest to fulfill one's unlimited potential as a unique human being.

Additionally, VMCS's education program is focused on developing the following aptitudes. These aptitudes will enable scholars to become intrinsically motivated, competent, life-long learners.

- \* Proficient/advanced in foundational academic concepts and skills in reading, writing, speaking, listening, mathematics, science, and history/social science

- \* Awareness and development of personal talents (e.g., academic, athletic, social-emotional, technological, and visual/performing arts) that become ability strengths

- \* Awareness and development of personal values (e.g., wisdom and knowledge, courage, humanity, justice, temperance, and transcendence) that become character strengths

- \* Awareness and development of the 5 Cs (e.g., critical thinking, creativity, communication, collaboration, character/compassion) that become essential strengths
- \* Healthy habits of diet, exercise, and mental well-being
- \* Leadership and teamwork skills developed through athletics, Project-Based Learning (PBL), and service opportunities
- \* Sense of responsibility for his or her community
- \* Experience and commitment to help others through service
- \* Appreciation for the purpose and value of life-long learning in formal and informal settings
- \* Understanding of career pathways and how to access them, including the ability to excel in a technological world

## DIVERSITY

The scholars attending VMCS are more diverse than the surrounding traditional public schools in Anaheim with the following demographics based on 2025-2026 data:

- \* 65.0% Hispanic/Latino, 9.3% White, 6.9% Asian, 4.5% African American, 3.9% Filipino, .3% American Indian/Alaska Native, 8.1% Multi-Ethnic, and 2.1% Unspecified
- \* 13.6% English Learner
- \* 63.3% Socio-Economically Disadvantaged
- \* 14.2% Special Education

## Reflections: Annual Performance

A reflection on annual performance based on a review of the California School Dashboard (Dashboard) and local data.

### REFLECTIONS ON CALIFORNIA SCHOOL DASHBOARD (Based on 2024-2025 Data)

#### Suspension Rate

It is predicted that VMCS will remain in the Green or Blue Indicator when it comes to suspension rates. Typically, VMCS suspends no or few scholars within a school year. This is due in part to layers of support in the classrooms (i.e., classroom teacher, instructional assistant, one-

on-one instructional assistants for scholars with special needs, university students, and volunteers), as well as the support staff consisting of a full-time counselor, full-time school psychologist, two coordinators, two assistant directors, and a director. The staff members view each scholar as "belonging" to all of us, and we proactively work together to provide any needed behavioral support as we teach our scholars to reflect upon their behaviors and "own it, fix it, learn from it, and move on." We also view suspension as the option of last resort for severe behavior, which results in a need for a "time out" so we can fortify support for the emotional and physical safety of others, as well as implement a Behavioral Support Plan for the suspended scholar.

## English Learner Progress

The progress of English Learners at VMCS resulted in a Blue Indicator, which appears to follow a statistical pattern of a strong year (Blue Indicator in 2022-2023) followed by a challenging year (Red Indicator in 2023-2024), followed by a strong year (Blue Indicator in 2024-2025). This was anticipated because we did observe growth with our English Learners in English Language Arts, Mathematics, and English language proficiency. The progress can be summarized as follows:

- \* English Language Arts -- English Learners at the school have shown improvement in meeting grade-level standards in English Language Arts. They have increased their performance by 9.7 points, which is 6.1 points below standard rather than the previous year's 15.8 points below standard.
- \* Mathematics: English Learners have also made progress in meeting grade-level standards in Mathematics. They have increased their performance by 11.4 points, which is 18.3 points below the standard rather than the previous year's 29.7 points below standard.
- \* English Learner Progress Indicator: The percentage of English Learners making progress towards English language proficiency increased by 13.6%. Currently, 57.5% of English Learners at the school are making progress towards English language proficiency. This is based on their performance on the ELPAC.

While the academic growth and English acquisition of our English Learners are encouraging, there is still a need to accelerate their growth in English Language Arts in order for them to qualify for redesignation prior to exiting elementary school. There are a number of scholars who appear to be "stuck" at Level 2 (Standard Nearly Met) in English Language Arts, when they need to perform at a Level 3 (Standard Met) or Level 4 (Standard Exceeded) to be redesignated. It is our goal for scholars to not become labeled as Long-Term English Learners (LTEL), which can occur if they are not redesignated after six years of formal education in the United States. This categorization could occur as early as fifth grade if transitional kindergarten counts in this calculation.

## English Language Arts

VMCS has made progress in English Language Arts, with an overall improvement in scholars meeting grade-level standards, as well as within the qualified subgroups. The percentage of scholars meeting or exceeding the standards has increased by 20.8 points. Additionally, the performance gap between scholars at the school and the State average has been overcome, with VMCS scholars now scoring 24.4 points above the standard compared with the State's 8.1 points below the standard. The school has focused on supporting English Learners, who have shown significant growth in their English Language Arts performance, with an increase of 9.7 points. The school has intensified a focus on strategies such as designated English Language Development (ELD) instruction and access to all subject areas with Specially

Designed Academic Instruction in English (SDAIE) to support English Learners. The subgroups of Hispanic (18.3 point increase) and Socioeconomically Disadvantaged (13.2 point increase) also demonstrated growth.

As a school, we continue to seek out strong resources and implement effective pedagogy when it comes to teaching reading and writing. Core Knowledge Language Arts is a resource used in TK. Magnetic Reading, Ready Reading, and iReady Reading are foundational resources used for English Language Arts instruction in Grades K through 5. Grades TK through 1 make use of Heggerty Phonemic Awareness Curriculum, and Grade 6 uses CommonLit and incorporates additional novel studies into the instruction. An area of current emphasis is the explicit and systematic teaching of phonics in the primary grades to ensure scholars have the foundational reading skills in place for upper grade success. Additionally, we have adopted and will continue to make use of a strong intervention reading program (SIPPS) for scholars who are struggling to break the code in the primary and upper grades. We also feel a need to fortify our writing instruction by vertically aligning our expectations from Grade TK through 6, developing anchor papers that represent grade level expectations for the three types of writing, and standardizing our use of rubrics. We acknowledge a need for a balance between on demand writing and process writing to ensure scholars are well equipped to express their thoughts within varying time restrictions. We need to standardize our use of graphic organizers, and will continue to implement Thinking Maps across the grade levels.

## Mathematics

Vibrant Minds Charter School has made significant progress in mathematics, with an overall increase of 8.3 points in meeting grade-level standards. The percentage of scholars meeting or exceeding the standards has also increased, resulting in a decrease in the performance gap between the school and the State average, with VMCS scholars now scoring 2.1 points above the standard compared to the State's 42.4 points below the standard. English Learners have shown substantial growth, increasing their score by 11.4 points. The subgroups of Hispanic (8.3 points increase) and Socioeconomically Disadvantaged (2.2 points increase) also demonstrated growth. The school attributes these achievements to effective instructional strategies and targeted support.

As teachers have acquired increased familiarity with their grade-level mathematics standards due to staff retention, as well as how to use the Ready Mathematics and iReady Math resources, there is a noticeable increase in effective mathematics instruction. By observing our scholars' struggle to solve contextualized mathematics problem, there is a desire to dig deeper into the cultivation of mathematical thinking. Therefore, equipping our teachers in the use of Cognitive Guided Instruction (CGI) in the delivery of mathematics instruction will be focused upon in the 2025-2026 school year and beyond through professional development.

## Science

Vibrant Minds Charter School has made significant progress in science, with an overall increase of 8.4 points and the achievement of 64.5 science points. The percentage of scholars meeting or exceeding the standards has also increased, resulting in a decrease in the performance gap between the school and the State average, with VMCS scholars now scoring 64.5 points compared to the State's 52.6 points. Because of the small number of fifth graders at VMCS, subgroup data was not calculated. The school attributes the strong science performance to effective instructional strategies consistently taught by a teacher with a Single-Subject Credential in Science, as well as her Multiple Subjects Credential. Rather than a limited focus on the Next Generation Science Standards, they are taught consistently and well at VMCS.

## History-Social Science

While our scholars' mastery of the standards in History-Social Science are not reflected in the California Dashboard at this time, we strive to teach these curricular areas so our scholars master the specific content, as well as practice their reading and writing skills using this content area as a form of informational text and informative writing. Because we have been teaching the History-Social Science Curriculum based on the standards without content-specific materials, we opted to purchase and implement TCI's Grade K-6 History-Social Science Curriculum for the 2025-2026 school year. This also provided increased opportunities for informational reading and informative writing by our scholars.

## Reflections: Technical Assistance

As applicable, a summary of the work underway as part of technical assistance.

The most striking area of need represented on the 2025-2026 Dashboard was the high level of Chronic Absenteeism, which resulted in a Yellow Indicator due to 19.2% of our scholars identified as chronically absent. However, this is an improvement over the 2022-2023 Red Indicator with 27.4% of our scholars identified as chronically absent. Absenteeism was the primary cause of VMCS's designation as a school requiring Additional Targeted Support and Improvement (ATSI). Based on the 2023-2024 Dashboard, there was a 8.2% overall decrease in Chronic Absenteeism from the 2022-2023 school year. There was some variability among qualifying subgroups (greater than 10 scholars) as indicated below:

- \* English Learners (N=60) -- 26.7%
- \* Hispanic Scholars (N=181) -- 19.3%
- \* Socioeconomically Disadvantaged Scholars (N=184) -- 23.4%
- \* Scholars with Disabilities (N=35) -- 17.1%

Post-COVID, consistent attendance and punctuality have been challenging to rebuild. Also, with the initial requirement to exclude scholars who tested positive for COVID based on our weekly testing during the first half of the 2021-2022 school year, attendance continued to be adversely impacted. Additionally, with the small number of Scholars with Disabilities and the tendency for some of the parents/guardians of Special Education scholars to minimize the importance of school attendance and punctuality, the percentage of Chronic Absenteeism for this subgroup was unfortunately predictable. We believe there will continued improvement in this area based on the 2024-2025 attendance data, which will be reflected in next year's Dashboard.

From this data, we can observe that chronic absenteeism was a significant issue at VMCS, particularly among English Learners and Scholars with Disabilities. During the 2024-2025 school year, VMCS intensified its focus on implementing strategies to improve attendance and reduce chronic absenteeism. There was an ongoing effort to communicate the importance of consistent attendance and punctuality to parents/guardians and to provide regular attendance reports to the school community. This was accomplished via the ParentSquare Weekly Update delivered to the VMCS community. These practices will continue to be implemented. For the 2025-2026 school year, there will be a refinement of the implementation of a School Attendance Review Team (SART) and School Attendance Review Board (SARB) to address attendance and punctuality issues and provide identified support to scholars and families. By addressing chronic absenteeism and tardiness,

VMCS will ensure that all scholars have equal access to a broad course of study and improve overall academic engagement and performance.

## **Comprehensive Support and Improvement**

An LEA with a school or schools eligible for comprehensive support and improvement must respond to the following prompts.

### ***Schools Identified***

A list of the schools in the LEA that are eligible for comprehensive support and improvement.

Not Applicable

### ***Support for Identified Schools***

A description of how the LEA has or will support its eligible schools in developing comprehensive support and improvement plans.

Not Applicable

### ***Monitoring and Evaluating Effectiveness***

A description of how the LEA will monitor and evaluate the plan to support student and school improvement.

Not Applicable

# Engaging Educational Partners

A summary of the process used to engage educational partners in the development of the LCAP.

School districts and county offices of education must, at a minimum, consult with teachers, principals, administrators, other school personnel, local bargaining units, parents, and students in the development of the LCAP.

Charter schools must, at a minimum, consult with teachers, principals, administrators, other school personnel, parents, and students in the development of the LCAP.

An LEA receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

Educational Partner(s)	Process for Engagement
<p>Scholars -- For the complete rewriting of the three-year LCAP in preparation for the 2024-2025 school year, all scholars in Grades 3-6 had opportunities to participate in surveys and focus group discussions.</p>	<p>The 2023-2024 school year is the first time VMCS administered the California Healthy Kids Survey (CHKS) to our scholars in Grades 3-6, which was developed by WestEd for the California Department of Education. The administration occurred in the spring of 2024. All four grade levels were selected because of the anticipated attrition in terms of receiving parents' active permission to administer the survey. Additionally, with only one classroom per grade level with a maximum of 128 scholars total, it was felt the larger number would result in clearer, more accurate data.</p> <p>The purpose of the survey is to provide quality local data, which can be used to improve academic performance and social-emotional, behavioral, and physical health. Areas of focus include scholar connectedness, learning engagement/motivation, and attendance; school climate, culture, and conditions; school safety, including violence perpetration and victimization/bullying; physical and mental well-being and social-emotional learning; and scholar supports, including resilience-promotion development factors (i.e., caring relationships, high expectations, and meaningful participation).</p> <p>The number of scholars in each grade level who completed the survey was:</p> <p>* Grade 3 -- 22</p>

Educational Partner(s)	Process for Engagement
	<p>* Grade 4 -- 22</p> <p>* Grade 5 -- 25</p> <p>* Grade 6 -- 20</p> <p>In an analysis of the survey results, the following insights were garnered. Because this is the first year of implementation, there is no internal comparative data. The survey results will be more meaningful when we have comparative data to track areas of school growth and regressions. However, it was interesting to compare the averages of Vibrant Minds Charter School with the State of California based on 5th grade responses. Unfortunately, the data from California is based on the 2021-2023 state average, so the comparisons are not parallel because of the differences in sample sizes and time periods. However, the data is still useful for the purposes of discussions.</p> <p>It was noted that our 5th grade scholars experienced a higher level of frequent sadness than the State (26% vs. 19%) and less feelings of wellness (57% vs. 72%). When it came to a section called "Other Indicators," our 5th grade scholars responded in a similar manner as the State sample, with the exception of being harassed at school (78% vs. 44%), parents asking about school (70% vs. 82%), and clean and neat school building (63% vs. 72%).</p> <p>Other findings that are based on the responses from all grade levels include the following, which is the percentage of scholars who responded to key school climate areas with a "Yes, most of the time" or "Yes, all of the time."</p> <p><b>SCHOOL ENGAGEMENT AND SUPPORTS</b>  School connectedness -- Grade 3 (87%), Grade 4 (66%), Grade 5 (69%), Grade 6 (74%)  Academic motivation -- Grade 3 (88%), Grade 4 (88%), Grade 5 (87%), Grade 6 (72%)  School boredom -- Grade 3 (50%), Grade 4 (55%), Grade 5 (43%), Grade 6 (58%)</p>

Educational Partner(s)	Process for Engagement
	<p>Caring adults in school -- Grade 3 (80%), Grade 4 (68%), Grade 5 (68%), Grade 6 (60%)</p> <p>High expectations/adults in school -- Grade 3 (91%), Grade 4 (83%), Grade 5 (90%), Grade 6 (74%)</p> <p>Meaningful participation -- Grade 3 (38%), Grade 4 (44%), Grade 5 (45%), Grade 6 (32%)</p> <p>Facilities upkeep -- Grade 3 (89%), Grade 4 (67%), Grade 5 (63%), Grade 6 (79%)</p> <p>Parent involvement in schooling -- Grade 4 (69%), Grade 5 (67%), Grade 6 (76%)</p> <p>Social and emotional learning supports -- Grade 3 (75%), Grade 4 (80%), Grade 5 (74%), and Grade 6 (74%)</p> <p>Antibullying climate -- Grade 3 (59%), Grade 4 (50%), Grade 5 (64%), Grade 6 (46%)</p> <p><b>SCHOOL SAFETY AND CYBERBULLYING</b></p> <p>Feel safe at school -- Grade 3 (100%), Grade 4 (60%), Grade 5 (61%), Grade 6 (58%)</p> <p>Feel safe on way to and from school -- Grade 3 (70%), Grade 4 (75%), Grade 5 (57%), Grade 6 (89%)</p> <p>Been hit or pushed -- Grade 3 (71%), Grade 4 (65%), Grade 5 (65%), Grade 6 (42%)</p> <p>Mean rumors spread about you -- Grade 3 (61%), Grade 4 (85%), Grade 5 (61%), Grade 6 (68%)</p> <p>Called bad names or target of mean jokes -- Grade 3 (65%), Grade 4 (65%), Grade 5 (78%), Grade 6 (74%)</p> <p>Saw a weapon at school -- Grade 3 (6%), Grade 4 (5%), Grade 5 (13%), Grade 6 (5%)</p> <p>Cyberbullying -- Grade 3 (17%), Grade 4 (25%), Grade 5 (61%), Grade 6 (26%)</p> <p><b>SCHOOL DISCIPLINARY ENVIRONMENT</b></p> <p>Rule clarity -- Grade 3 (83%), Grade 4 (81%), Grade 5 (78%), Grade 6 (63%)</p> <p>Students well behaved -- Grade 3 (56%), Grade 4 (24%), Grade 5 (39%), Grade 6 (24%)</p> <p>Students treated fairly when break rules -- Grade 3 (22%), Grade 4 (19%), Grade 5 (48%), Grade 6 (42%)</p>

Educational Partner(s)	Process for Engagement
	Students treated with respect -- Grade 3 (100%), Grade 4 (67%), Grade 5 (78%), Grade 6 (63%)
<p>Parents -- For the complete rewriting of the three-year LCAP in preparation for the 2024-2025 school year, all parents had opportunities to provide feedback. Additional feedback was obtained during the 2024-2025 school year to refine the LCAP as needed.</p>	<p>For the first time during the spring of 2024, the California School Parent Survey (CSPS) was administered. This survey was used in lieu of a school-developed Parent Survey administered in the past. This survey was developed to confidentially obtain parents perceptions about the school's learning environment, school climate, scholar supports, and parent outreach and involvement efforts. It also provides data on the scope and nature of parent involvement at the school (relationships, activities) and in the child's education in general.</p> <p>Parents/guardians were provided with access to the CSPS for four weeks beginning on April 13, 2024. The initial delivery of the link to the survey, as well as weekly reminders, were sent out via ParentSquare. The survey collection was closed a month later on May 12, 2024. There were 114 respondents to the survey.</p> <p>In an analysis of the survey results, the following insights were garnered:</p> <p><b>PARENTAL INVOLVEMENT</b>  Promotion of parental involvement -- 70% Strongly Agree  Parental involvement in school -- 70% Yes  School encourages me to be an active partner -- 73% Strongly Agree  School actively seeks the input of parents -- 65% Strongly Agree  Parents feel welcome to participate at this school -- 75% Strongly Agree</p> <p><b>SCHOOL SUPPORTS FOR STUDENTS</b>  Student learning environment -- 67% Strongly Agree  School is a safe place for my child -- 62% Strongly Agree  School motivates students to learn -- 70% Strongly Agree  School has adults who really care about students -- 73% Strongly Agree</p>

Educational Partner(s)	Process for Engagement
	<p>Opportunities for meaningful student participation -- 70% Strongly Agree</p> <p>Communication with parents about school -- 76% Strongly Agree or Very Well</p> <p>Teachers responsive to child's social and emotional needs -- 97% Agree or Strongly Agree</p> <p>School provides parents with advice and resource to support my child's social and emotional needs -- 88% Agree or Strongly Agree</p> <p><b>FAIRNESS, RULE CLARITY, AND RESPECT FOR DIVERSITY</b></p> <p>School enforces school rules equally -- 61% Strongly Agree</p> <p>School treats all students with respect -- 75% Strongly Agree</p> <p>School promotes respect of cultural beliefs/practices -- 72% Strongly Agree</p> <p><b>SUBSTANCE USE, SCHOOL DISORDER, AND BULLYING</b></p> <p>Substance use problems -- 2% Small Problem, Somewhat a Problem, or Large Problem</p> <p>Student alcohol and drug use -- 2% Large Problem</p> <p>Student vaping or e-cigarette use -- 2% Large Problem</p> <p>School disorder -- 17% Small Problem, Somewhat a Problem, or Large Problem</p> <p>Harassment or bullying of students -- 4% Large Problem</p> <p><b>FACILITIES</b></p> <p>School has clean and well maintained facilities/properties -- 60% Strongly Agree</p> <p>Additional processes to ensure the engagement of parents/guardians in the development of the LCAP included the involvement of the School Site Council (SSC). The School Site Council for VMCS meets on a monthly basis. It is composed of four elected representatives for the parents, one elected representative from the classified staff, two elected representatives from the teachers, and the executive director for a total of eight members. The LCAP development was an ongoing topic beginning in November with the following discussions at the meetings:</p>

Educational Partner(s)	Process for Engagement
	<ul style="list-style-type: none"> <li>* November 2, 2023 -- Discussion of the SBAC data from the 2022-2023 assessments and areas of need, including a comparison with local schools and the State of California.</li> <li>* December 7, 2023 -- Discussion of the Dashboard Data, with a focus on attendance concerns and ways to ameliorate them.</li> <li>* January 11, 2024 -- Annual Mid-Year Update to the LCAP and LCFF Budget Overview for Parents.</li> <li>* February 1, 2024 -- Preview of the proposed surveys for data collection, including the California Healthy Kids Survey, California School Staff Survey, and California School Parent Survey.</li> <li>* February 29, April 11, 2024, and May 2, 2024 meetings with an open discussion of the LCAP Goals and Actions.</li> <li>* May 18, 2024 -- Rough draft sent out to SSC members to solicit any feedback they had prior to the LCAP being sent to the School Board for the Public Hearing at the May 22, 2024, Board Meeting.</li> </ul> <p>During the 2024-2025 school year, parents involved in the School Site Council (SSC) and Family and Staff Team (F.A.S.T.) had multiple meaningful opportunities to discuss and refine the current LCAP. Additionally, the majority of parents responded to a survey as part of the development of the application for the California Community School Partnership Program, which was not granted due to not meeting the criteria of an unduplicated count of 80% or above. At this time, the consensus of the parents was to continue to implement the three-year plan that had been developed for the 2024-2025 school year.</p>
<p>For the complete rewriting of the three-year LCAP in preparation for the 2024-2025 school year, all staff members had opportunities to provide feedback. Additional feedback was obtained during the 2024-2025 school year to refine the LCAP as needed.</p>	<p>For the first time during the spring of 2024, the California School Staff Survey (CSSS) was administered. This survey was used in lieu of a school-developed Staff Survey administered in the past for the instructional assistants and certificate staff. For the CSSS, all cstaff members were requested to complete the survey. The results are</p>

Educational Partner(s)	Process for Engagement
<p>Classified Staff -- This group includes custodial staff, office staff, playground supervisors, instructional assistants, and uncredentialed coordinators.</p> <p>Certificated Staff -- This group includes classroom teachers, TOSAs, counselor, special education staff (i.e., education specialist, speech therapist, occupational therapist, and school psychologist), coordinators, assistant director, and director.</p>	<p>intended to help address the problem of low teacher-recruitment, morale, and retention; guide professional development and school improvement efforts; and determine the degree to which staff perceptions align with the attitudes and experiences of scholars and parents as identified by the CHKS and CSPS.</p> <p>This survey was developed to confidentially obtain the staff's perceptions about the school's learning environment, school climate, scholar supports, and parent outreach and involvement efforts. It also provides data on the scope and nature of parent involvement at the school (relationships, activities) and in the child's education in general. More specifically, the CSSS:</p> <ul style="list-style-type: none"> <li>* Provides comparison data to the questions and constructs asked scholars in the CHKS Core Survey.</li> <li>* Addresses the working environment and conditions, including staff relationships (collegiality), organizational expectations and norms, and meaningful participation in decisions.</li> <li>* Encapsulates the scope and nature of existing scholar supports, programs, and services (e.g., discipline, counseling, health, and prevention).</li> <li>* Assess parent supports and involvement.</li> </ul> <p>Staff members were provided with access to the CSSS for four weeks beginning on April 13, 2024. The initial delivery of the link to the survey, as well as weekly reminders, were sent out via Slack and email. The survey collection was closed a month later on May 12, 2024. There was close to 100% participation with 48 respondents. However, because of the relative small staff for our school, the data was not disaggregated by classified and certificated staff, which would have been interesting to analyze. In an analysis of the survey results, the following insights were garnered:</p> <p><b>CORE MODULE COMPLETED BY ALL STAFF MEMBERS (48 RESPONDENTS)</b></p>

Educational Partner(s)	Process for Engagement
	<p><b>SCHOOL SUPPORT FOR STUDENTS</b>  Student Learning Environment -- 58% Strongly Agree  Is a Supportive and Inviting Place for Students to Learn -- 62% Strongly Agree  Emphasizes Teaching Lessons in Ways Relevant to Students -- 64% Strongly Agree  Facilities Upkeep -- 40% Strong Agree</p> <p><b>SCHOOL SUPPORTS FOR STAFF</b>  Staff Working Environment -- 40% Strongly Agree  Is a Supportive and Inviting Place for Staff to Work -- 40% Strongly Agree  Promotes Trust and Collegiality Among Staff -- 38% Strongly Agree  Promotes Participation in School Decision Making -- 40% Strongly Agree  Uses Objective Data for School Improvement Decisions -- 55% Strongly Agree  Staff Collegiality -- 40% Strongly Agree  Have Close Professional Relationships with One Another -- 43% Strongly Agree  Feel a Responsibility to Improve the School -- 55% Strongly Agree</p> <p><b>SCHOOL SAFETY</b>  Is a Safe Place for Staff -- 43% Strongly Agree  Is a Safe Place for Students -- 48% Strongly Agree</p> <p><b>CARING ADULT RELATIONSHIPS</b>  Adults Really Care about Every Student -- 52% Strongly Agree  Adults acknowledge and pay attention to students -- 60% Strongly Agree  Adults listen to what students have to say -- 62% Strongly Agree</p> <p><b>HIGH EXPECTATIONS/ADULTS IN SCHOOL</b>  Adults want every student to do their best -- 71% Strongly Agree  Adults believe every student can be a success -- 64% Strongly Agree</p> <p><b>STUDENT MEANINGFUL PARTICIPATION</b></p>

Educational Partner(s)	Process for Engagement
	<p>Opportunities to decide things -- 48% Strongly Agree            Equal opportunity for classroom participation -- 60% Strongly Agree            Equal opportunity to participate in extracurricular activities -- 74% Strongly Agree            Opportunities to “make a difference” -- 57% Strongly Agree</p> <p><b>PROMOTION OF PARENTAL INVOLVEMENT</b>            School is welcoming to and facilitates parent involvement -- 62% Strongly Agree            Encourages parents to be active partners in schooling -- 62% Strongly Agree            School communicates about student learning expectation -- 50% Strongly Agree            Parents feel welcome to participate at this school -- 60% Strongly Agree</p> <p><b>LEARNING SUPPORTS</b>            Support for social emotional learning -- 56% Strongly Agree            Student readiness to learn -- 20% Strongly Agree            Instructional equity -- 45% Strongly Agree            Antibullying climate -- 56% Strongly Agree</p> <p><b>FAIRNESS, RULE CLARITY, AND RESPECT FOR DIVERSITY</b>            Fairness and rule clarity -- 36% Strongly Agree            Respect for diversity -- 52% Strongly Agree</p> <p><b>POSITIVE PEER RELATIONS</b>            Student peer relationships -- 31% Strongly Agree</p> <p><b>LEARNING SUPPORTS MODULE (12 RESPONDENTS)</b></p> <p><b>DISCIPLINE, SAFETY, AND BEHAVIOR MANAGEMENT</b>            Punishes first-time violations of alcohol/drug policies -- 60% Strongly Agree            Enforces zero tolerance policies -- 45% Strongly Agree            Has sufficient resources to create a safe campus -- 55% Strongly Agree            Seeks to maintain a secure campus -- 27% Strongly Agree</p>

Educational Partner(s)	Process for Engagement
	<p>Provides harassment or bullying prevention -- 67% A Lot  Provides conflict resolution or behavior management instruction -- 50% A Lot</p> <p><b>SUBSTANCE USE AND RISK BEHAVIOR</b>  Considers substance abuse prevention an important goal -- 73% Strongly Agree  Collaborates well with community organizations to address substance use or other problems -- 55% Strongly Agree  Provides effective confidential support and referral services for students needing help due to substance abuse, violence, or other problems -- 55% Strong Agree  Provides alcohol or drug use prevention instruction -- 17% A Lot  Provides tobacco use/vaping prevention instruction -- 25% A Lot  Has sufficient resources to address substance use prevention needs - - 60% Strongly Agree</p> <p><b>PHYSICAL HEALTH AND SPECIAL NEEDS</b>  Provides adequate health services for students -- 45% Strongly Agree  Provides opportunities for physical education and activity -- 83% A Lot</p> <p><b>YOUTH DEVELOPMENT AND SOCIAL-EMOTIONAL SUPPORTS</b>  Fosters youth development, resilience, or asset promotion -- 75% A Lot  Emphasizes helping students with social, emotional, and behavioral problems -- 73% Strongly Agree  Restorative practices -- 64% Strongly Agree  Trauma-informed practices -- 36% Strongly Agree</p>
<p>Certificated Staff -- This group includes classroom teachers, TOSAs, counselor, special education staff (i.e., education specialist, speech therapist, occupational therapist, and school psychologist), coordinators, assistant director, and director.</p>	<p>In addition to the CSPS, during the weekly Think Tank sessions with teachers, TOSAs, and administration, there are ongoing dialogues that guide the direction of the school's goals, actions, and programs, and therefore the school's expenditures. Additionally, the certificated instructional staff were provided with the rough draft of the LCAP on May 13, 2024, and May 12, 2025, to solicit any feedback they had.</p>

Educational Partner(s)	Process for Engagement
Administrators -- This group includes two coordinators, an assistant director, and a founding/executive director.	The administrators consist of two coordinators. While they both cover many areas, one coordinator focuses on our growth as a community school, and the other coordinator focuses on our ASES-funded after-school program. There is also an assistant director and the founding/executive director. Each administrator provided input for the LCAP in their areas of responsibility. While the founding/executive director was the primary author of the document, each administrator provided input and carefully read through the draft of the LCAP prior to the Public Hearing on May 22, 2024, and approval on June 12, 2024. There are ongoing dialogues to refine the LCAP. At this time, there is a desire to stay the course, with a strong focus on maintaining our positive school climate with the infusion of many new scholars and families, as well as our move to the temporary location for the 2025-2026 school year and our move to the permanent location for the 2026-2027 school year.
School Board -- The VMCS Board is composed of five members.	The VMCS Board consists of five members and meets monthly. Discussion of various components of the LCAP occurred on a regular basis throughout the 2023-2024 school year, but the goals were presented and approved at the April 17, 2024, Board Meeting. Then, the LCAP Public Hearing occurred at the May 22, 2024, Board Meeting, and the LCAP approval occurred at the June 12, 2024, Board Meeting. For the revision of the LCAP in preparation for the 2025-2026 school year, the Public Hearing occurred at the May 14, 2025, Board Meeting, and the approval occurred at the June 11, 2025 meeting.

A description of how the adopted LCAP was influenced by the feedback provided by educational partners.

The feedback of the educational partners influenced the following aspects of the LCAP.

- \* There was a general consensus by all educational partners that the staffing for the school was effective, and therefore there were not many changes in this area other than a few adjustments due to the implementation of the Teacher Residency Program funded by the Teacher Residency Capacity Grant and the Teacher Residency Implementation and Expansion Grant.
- \* Among the office and instructional staff, there was an ongoing concern regarding the habitually truant status of many of our scholars, and there has been an ongoing discussion as to how to incentivize consistent attendance and punctuality. There was also a general belief that

some parents/guardians needed to more deeply understand the negative impact of inconsistent attendance through the timely intervention of the School Attendance Review Team (SART) and/or School Attendance Review Board (SARB). While these meetings occurred during the 2023-2024 school year, there is a need to explore ways to make them more effective during the 2024-2025 school year and beyond. These concerns influenced the development of LCAP Goal 1.

\* Among the instructional staff, there is an acknowledgement that while there has been growth in our scholars' English language arts skills, there is a need to intervene early and effectively when scholars struggle with one or more key components of the Science of Reading. The key components include phonological awareness, phonics, fluency, vocabulary, comprehension, morphology, syntax, semantics, orthography, and metacognition. Tier 1 resources that are effectively implemented, as well as Tier 2 and 3 intervention resources and strategies, are needed. Additionally, all teachers need to be trained in the the Science of Reading. There is also a need to vertically align our written expression expectations through the use of anchor papers and rubrics and a balance of process writing and on-demand writing assignments. The use of common graphic organizers would also support writing instruction, and Thinking Maps will be helpful. These concerns influenced the development of LCAP Goal 2, as well as the staffing, resources, and professional development expenditures.

\* Teachers and TOSAs felt that the FOSS (Full Option Science System) Program to teach science was difficult to effectively implement due to its cumbersome organization and the amount of time needed to plan and prepare for science lessons. Therefore, two other science programs were considered and piloted, with TCI (Teachers' Curriculum Institute) Science determined to be a good fit. The purchase of the TCI Science materials for Grades K through 6 were included in the LCAP. This influenced the development of LCAP Goal 2.

\* Teachers and TOSAs were interested in purchasing history-social science materials that would also help scholars develop their informational reading and informative writing skills. For this reason, TCI History-Social Science materials were purchased for Grades 4-6. If they end up being helpful, additional grade levels may be purchased for the 2025-2026 school year. This influenced the development of LCAP Goal 2.

\* In the area of mathematics, scholars need to become clearer mathematical thinkers, which will be supported by a greater understanding and implementation of Cognitive Guided Instruction (CGI) instruction. This will be supported by professional development in this area. This concern influenced the development of LCAP Goal 3.

\* While the California Dashboard indicted strong progress with the English Learners of VMCS, there is a need to continue to explore effective pedagogy to support our goal of redesignating English Learners by their sixth year of education in the school system of the United States. Concerns about the academic progress of English Learners influenced the development of LCAP Goal 4.

\* VMCS has been successful with the use of Project-Based Learning (PBL) to integrate all subject areas and support the development of the 5 Cs (Critical Thinking, Creativity, Communication, Collaboration, and Compassion/Community Service). Because of the positive experiences with PBL and the scholars' high level of engagement, this will continue to be supported via a TOSA for PBL, professional development, materials, and showcases. Additionally, our scholars continue to thrive in our highly enriched learning environment during the school day and after school. These observations influenced the development of LCAP Goal 5.

\* There are additional expenses that support the effective and efficient operation of VMCS. While it would be difficult to capture all of them in the LCAP, an effort is made in Goal 6.



# Goals and Actions

## Goal

Goal #	Description	Type of Goal
1	Scholars' attendance, attitude toward learning, and sense of emotional and physical safety will be improved through attendance incentives and consequences, a positive and inspirational school climate, and social-emotional support. The dedicated and caring bilingual office staff, custodians, meal clerk, playground supervisors, classified and certificated instructional staff, counselor, school psychologist, and leadership team will contribute their skills and talents to accomplishing this goal.	Broad Goal

State Priorities addressed by this goal.

- Priority 1: Basic (Conditions of Learning)
- Priority 2: State Standards (Conditions of Learning)
- Priority 3: Parental Involvement (Engagement)
- Priority 4: Pupil Achievement (Pupil Outcomes)
- Priority 5: Pupil Engagement (Engagement)
- Priority 6: School Climate (Engagement)
- Priority 7: Course Access (Conditions of Learning)
- Priority 8: Other Pupil Outcomes (Pupil Outcomes)

An explanation of why the LEA has developed this goal.

Post-COVID, it has been difficult to motivate our scholars to attend school punctually and on a regular basis. This runs counter to our belief that each day of school counts in order to mitigate learning loss, accelerate learning gain, and promote social-emotional well-being. Often the scholars who are struggling the most academically and social-emotionally are the ones who have inconsistent punctuality and attendance. This is exacerbated by a few parents/guardians who do not prioritize school attendance, which results in unnecessary late arrivals, early pick-ups, and absences for reasons other than illness. Additionally, a number of parents/guardians are genuinely struggling with low or no income, undependable transportation, unstable work schedules, family emergencies, feelings of being overwhelmed, etc. Regardless of the contributing factors, the inconsistent punctuality and attendance has had an adverse impact on our scholars' social-emotional health, sense of belongingness, and academic progress. Therefore, Goal 1 was established to build a school where scholars are motivated to attend and excited to learn, as well as address any barriers experienced by parents/guardians that make it difficult to support their scholars' education.

We believe we can improve our scholars' punctuality and attendance through building an awareness of the importance of school with scholars and parents/guardians, implementing an attendance reward system for scholars, and administering a support and consequence system for parents/guardians. Our focus on being a community school will help in this area, especially when it comes to providing support for families who are struggling with the basics due to socioeconomic challenges. Connecting families with resources within and beyond our school will make a difference in our scholars' full participation in what VMCS has to offer academically and social-emotionally.

We believe a positive school climate has a strong impact on punctuality, attendance, and engagement in school. We will continue to implement the Positive Behavioral Interventions and Supports (PBIS) Program with clear and consistent expectations and a reward system, which may involve professional development in classroom and playground management for our team. Our PBIS Program stresses the importance of being respectful, responsible, safe, and kind; reflecting on the Three Gates when communicating (Is it true? Is it necessary? Is it kind?); resolving issues (Own it. Fix it. Learn from it. Move on.); developing character strengths; implementing the 7 Habits of Happy Kids; and mastering the Zones of Regulation. The School-Wide Behavioral Support Plan is comprehensive and delineates an approach to ensure a positive and safe school climate for all scholars.

If scholars are having social-emotional issues, it can be difficult for them to make positive behavioral choices and/or focus on learning. For this reason, having social-emotional support for scholars in general education, as well as special education, is essential. In order to understand the context of scholars' social-emotional issues, we will continue to hire a full-time counselor and a half-time school psychologist rather than seek outside services. Additionally, guest speakers and special performances will be scheduled to help scholars develop self-acceptance and the acceptance of others, especially in light of the diversity represented by VMCS.

The bilingual office staff will help with the home/school connection, which is essential. The meal clerk will connect with each scholar while serving healthy meals. The custodial staff will help keep the facilities clean, which will contribute to the scholars' sense of safety. The playground supervisors will ensure scholars make safe choices during meals and recesses. The classified and certificated instructional staff will provide engaging lessons and timely support. And, the administrative staff will help the entire school staff to maintain the vision and mission of VMCS, as well as provide any needed support in terms of resources, professional development, and guidance. Goal 1 is a highly significant broad goal that is foundational to accomplishing the other five goals.

## Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
1.1	Attendance Data	94% ADA for 2023-2024 as of June 7, 2024	94.20% ADA for 2024-2025 as of June 6, 2025		95% ADA	
1.2	Tardiness Data	8% Average Tardies for 2023-2024 as of June 7, 2024	12.72% Average Tardies for 2024-2025 as of June 6, 2025		5% Average Tardies	
1.3	Early Out Data	3% Early Out as of June 7, 2024	3.14% Early Out as of June 6, 2025		2% Average Early Outs	

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
1.4	Suspension Data	2 Days of Suspension	2 Days of Suspension		0 Days of Suspension	
1.5	California Healthy Kids Survey Data (CHKS)	The comprehensive report based on survey responses from our scholars in Grades 3-6 is available on our school's website and serves as our baseline.	This will be administered again in 2026-2027.		* 80% or above for Positive Statements  * 20% or below for Negative Statements	N/A -- Three-year measure
1.6	California School Parent Survey (CSPS)	The comprehensive report based on survey responses from parents is available on our school's website and serves as our baseline.	This will be administered again in 2026-2027.		* 80% or above for Positive Statements  * 20% or below for Negative Statements	N/A -- Three-year measure
1.7	California School Staff Survey (CSSS)	The comprehensive report based on survey responses from our classified and certificated staff is available on our school's website and serves as our baseline.	This will be administered again in 2026-2027.		* 80% or above for Positive Statements  * 20% or below for Negative Statements	N/A -- Three-year measure

## Goal Analysis [2025-26]

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

Goal: Scholars' attendance, attitude toward learning, and sense of emotional and physical safety will be improved through attendance incentives and consequences, a positive and inspirational school climate, and social-emotional support. The dedicated and caring bilingual office staff, custodians, meal clerk, playground supervisors, classified and certificated instructional staff, counselor, school psychologist, and leadership team will contribute their skills and talents to accomplishing this goal.

Based on the current attendance data as of May 12, 2025, it appears as if there are improvements in this area. While there continues to be a number of scholars who are categorized as Habitual Truants, the overall school Average Daily Attendance (ADA) is close to the goal of 95%. This will be confirmed when the final data is available at the end of the 2024-2025 school year with the last day of school on June 6, 2025. The strategy of holding Morning Gatherings at 8:15 a.m. prior to the official start of school at 8:30 a.m. appears to improve punctuality. It is important to make Morning Gatherings a daily event that scholars do not want to miss. Other successful practices during the 2024-2025 school year associated with this goal included:

\* Attendance data was shared in each Weekly Update, which was electronically distributed to all parents and staff via ParentSquare. This included a break down by class. Classes that met or exceeded the 95% ADA were acknowledged.

\* The scholars' attitude toward learning and their self-reported social-emotional well-being were positive. While there were a few individual scholars who demonstrated ongoing challenging behaviors, the majority of the scholars were highly engaged in the offered academic and enrichment opportunities. The greatest challenges to promoting appropriate behaviors and engagement were in the primary grades (Grades TK-1). We are thinking what type of additional support is needed for our youngest scholars.

\* The classified and certificated staff for 2024-2025 represented the "dream team" that VMCS has been seeking since its inception. All positions were filled with quality staff who were caring, skillful, and talented. The majority of the staff members have served at our school for multiple years, and this employee retention stability has contributed to our increased effectiveness as a school. The only challenge has been staff absenteeism, with some staff members exceeding their allocated Personal and Sick Leave for the school year.

#### An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

For the most part, the material differences were minimal between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services. The one area in which there was a substantial difference was in the planned implementation of 1.4 -- the engagement of parents/guardians in the support of their scholars' education through parent workshops, parent coaching, materials, child care, and food. Priority was to be given to parents/guardians of scholars in the subgroups of English Learners, Foster Youth, and Low Income. This was to be funded as a pilot program from the California Community School Partnership Program (CCSPP) Planning Grant. Unfortunately, it was difficult to recruit parents to participate in these workshops and sessions. The one workshop that was well received involved learning CPR, but even then parents enrolled in the class, but some did not attend without any notification. We will need to rethink our approach in the area of various forms of parent workshops and sessions.

#### A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

The following description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward Goal 1 is not all-inclusive. However, the Goals and Actions that stood out in terms of their effectiveness or ineffectiveness are highlighted below.

\* Goal/Action 1.1 and 1.2 -- We need to continue to improve our attendance/punctuality incentive system, as well as follow-up with families of Habitually Truant scholars. Our current structure of support with our School Attendance Review Team (SART) and School Attendance

Review Board (SARB) was only partially implemented during the 2024-2025 school year with the leadership of the two coordinators, assistant director, and founding/executive director. The major obstacle was the impacted workload of these individuals, especially with the focus on the acquisition and modernization of the new site, as well as the need to find a temporary location. There will be a renewed effort to implement the SART and SARB process for the 2025-2026 school year with a team approach, including the greater involvement of the instructional staff.

\* Goal/Action 1.3 -- With consistent expectations and "all hands on deck," the majority of our scholars consistently made developmentally appropriate behavioral choices. However, there were a few scholars in the primary grades (Grades TK-1) who were social-emotionally and behaviorally challenged at a Tier 3 level. It was challenging to provide sufficient support with the assigned areas of focus of the current staff.

\* Goal/Action 1.4 -- With the support of all parents, we need to continue to determine what forms of workshops and sessions the parents need/want. Attendance at English Learner Advisory Committee (ELAC) Meetings was minimal for the 2024-2025 school year. This caused us to restructure the Committee completely by assigning a bilingual parent/staff member to coordinate the meetings, as well as focus on helping parents to instill a love of reading with their scholars through the sharing of quality bilingual books. We need to continue to identify meaningful offerings for our parents to attend which are school provided, as well as provided by outside organizations.

\* Goal/Action 1.5 & 1.6 -- At the beginning of the 2024-2025 school year, the school counselor and school psychologist provided a workshop on Social Emotional Learning (SEL), including the infusion of the Zones of Regulation language, lessons, and procedures throughout the school. However, consistent implementation has not occurred. The need for consistency in SEL implementation must be revisited prior to the infusion of 168 new scholars for the 2025-2026 school year. This includes making use of jSEL resources that have been provided and viewing what is offered by experts outside of our school staff (e.g., Baba the Storyteller and Skills in Real Life) as forms of real-time professional development with a necessity for follow through.

\* Goal/Action 1.7 and 1.8 -- Hiring a full-time school counselor and half-time school psychologist has made a significant difference for our school. As the next step, it is important to create a proactive system of social-emotional support rather than continue what frequently feels like a reactive system. Developing a comprehensive, school-wide program for social-emotional growth and support is the goal with the expertise of both the school counselor and school psychologist. This will necessitate the participation of the school counselor in ongoing professional development to deepen knowledge and enhance skills. It will also necessitate the hiring of a school psychologist that elects to remain with VMCS for a substantial period of time rather than an intern who serves for only a year.

Goal/Action 1.9-1.13 -- The operational classified support staff has been strong. However, areas of responsibility will need to be revisited as our enrollment increases and the facility coverage becomes more complex. These changes are reflected in the Goals/Actions below.

Goal/Action 1.14-1.28 -- The instructional staff, both classified and certificated, have been strong. There will be an infusion of additional instructional assistants and classroom teachers due to the upcoming increase in enrollment. With the instructional assistants, there will need to be ongoing training. This support was not consistently provided this school year, and it will be a priority in 2025-2026 with the onboarding of many new instructional assistants. For the certificated instructional staff, there will be only one individual who is new to our school. However, there is a need to work together to refine our instructional planning, pacing, pedagogy, and data analysis, as well as rethink how duties are divided among the TOSAs, coordinators, assistant director, and executive director.

Goal/Action 1.19 -- The Teacher Residency Program was launched successfully during the 2024-2025 school year. Out of five Resident Teachers, four successfully completed the program and were offered a contract for the 2025-2026 school year. The one Resident Teacher who did not complete the program was a reminder of the importance of carefully interviewing and selecting participants. It is important to inform candidates of the challenges of completing the program in a year's time. Additionally, one Resident Teacher who successfully completed the program opted to not accept the offer of employment. Due to the time and cost of supporting a Resident Teacher, it must be clearly communicated that a four-year commitment to teaching at VMCS is the expectation, and any educational expenses covered by VMCS will need to be repaid if this expectation is not fulfilled.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

Goal 1 will remain as written with some modifications to the metrics and actions. The modifications include the following:

- \* In terms of metrics, the California surveys known as the CHKS, CSIS, and CSSS will be administered at the end of the three-year LCAP Plan. VMCS seeks ongoing feedback from a variety of school developed and administered surveys that are timely and informative. However, the annual administration of more formal surveys has been met with some resistance due to survey fatigue and are not as helpful as a more targeted and relevant surveys.
- \* There will be greater use of the SART and SARB procedures to address issues in attendance. However, there will be increased support from classroom teachers, select TOSAS, school counselor, coordinators, assistant director, and executive director to make the timely implementation of attendance/punctuality interventions feasible.
- \* There will be a dialogue and decision among stakeholders regarding what SEL practices must be adopted schoolwide, as well as the provision of any needed professional development and resources to ensure a consistent and effective implementation. We will create a proactive rather than reaction approach to growing and supporting our scholars' social-emotional needs.
- \* Instructional assistants will be involved in ongoing professional development, including various forms of behavioral support.
- \* Refinements will be made to the Teacher Residency Program in terms of the selection process to ensure the successful completion of the program, as well as a commitment to remain as a teacher at VMCS for four years.

**A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.**

## **Actions**

Action #	Title	Description	Total Funds	Contributing
1.1	Attendance/Punctuality Incentives, Consequences, and Recognition	<p>* Scholars who arrive at school on time and in school uniform will receive a ticket, which will be entered into a weekly classroom drawing for five small prizes.</p> <p>* Each week, classrooms with 95% or better attendance will receive a banner to be displayed outside of their classrooms.</p> <p>* For the first and second trimester, scholars with perfect attendance will be recognized with a certificate, as well as a t-shirt. For the entire school year, scholars with perfect attendance will be recognized with a certificate, as well as a medal.</p> <p>* Scholars who are frequently tardy or absent without valid reasons will be required to make-up missed classroom assignments to demonstrate that school is important, and classwork does not disappear when scholars are not in school.</p>	\$6,786.00	No
1.2	School Attendance Review Team (SART) and School Attendance Review Board (SARB) Implementation	<p>* When there is a pattern of tardiness or absences, which are unrelated to medical appointments or illnesses, a SART will be convened with the scholar (if developmentally appropriate), parents, community liaison, and teachers to emphasize the importance of punctuality and attendance and to address any barriers.</p> <p>* At the end of Trimester 1 and Trimester 2, scholars who are determined to be habitually truant (i.e., missing 10% or more of school) will trigger the scheduling of a SARB involving the scholar (if developmentally appropriate), parents, community liaison, teachers, and a member of the administrative team. During the meeting, barriers to consistent punctuality and attendance will be addressed, and a SARB Contract will be developed and signed by all parties. Costs for the SART and SARB are negligible.</p>	\$0.00	No
1.3	Positive Behavioral Interventions and Supports (PBIS)	As part of the PBIS Program, scholars receive Buddy Tickets if they are observed being Responsible, Respectful, Safe, and Kind. These tickets can then be used monthly to purchase items from the Buddy Bodega.	\$5,779.00	No

Action #	Title	Description	Total Funds	Contributing
	Program -- Reward System			
1.4	Social-Emotional Workshops and Support for Parents/Guardians	As a recipient of the California Community Schools Partnership Program (CCSPP) Planning Grant for \$200,000.00 for the 2023-2024 and 2024-2025 school years, we piloted a number of programs to engage parents/guardians in the support of their scholars' education through parent workshops, parent coaching, materials, child care, and food. While we did not receive the CCSPP Implementation Grant, we will seek input from parents regarding what would be the most effective form of workshops/sessions to support their scholars' sense of well-being and academic progress. Priority will be given to parents/guardians of scholars in the subgroups of English Learners, Foster Youth, and Low Income.	\$50,000.00	Yes
1.5	Social-Emotional Professional Development and Support for Staff	The staff needs to refine playground and classroom management procedures and strategies to ensure scholars' physical and social-emotional safety. This includes professional development in areas such as Zones of Regulation, Classroom Management Strategies, Crisis Prevention Institute (CPI), and Positive Behavioral Interventions and Supports (PBIS). Professional Development will occur with the support of staff experts, as well as outside consultants and trainings. Support materials include the following:  <ul style="list-style-type: none"> <li>* Paths (Grades K-2) -- Previously purchased</li> <li>* Zones of Regulation Books (Grades TK-6) Previously purchased</li> <li>* Zones of Regulation Digital Curriculum (TK-6) -- \$600.00</li> </ul>	\$25,000.00	No
1.6	Guest Speakers/Performances with an Emphasis on Self-Acceptance and Acceptance of Others	Baba the Storyteller will continue his social-emotional support of our scholars, as well as other instructional consultants with a focus on SEL.	\$10,000.00	No

Action #	Title	Description	Total Funds	Contributing
1.7	General Education Counselor	The general education counselor will have a Pupil Personal Services Credential and will be hired to provide full-time services with a prioritization on English Learners, Foster Youth, and Low Income scholar groups.	\$70,000.00	Yes
1.8	School Psychologist	The school psychologist will conduct assessments associated with the initial identification of Special Education scholars, as well as support the development of Individualized Educational Plans (IEPs). Additionally, the school psychologist will provide counseling support to scholars if such services are indicated in an IEP. S/he will be a part-time staff member, equivalent at approximately .5 FTE.	\$83,000.00	No
1.9	Bilingual Office Support	The bilingual (English/Spanish) office support will consist of three full-time staff members with staggered start and end times to provide support from 7:45 a.m. through 6:30 p.m. The calendars will also be staggered to ensure coverage for the Summer Academy Program.	\$116,160.00	No
1.10	Community Liaison	The bilingual (English/Spanish) community liaison will support the VMCS Community School with an emphasis on support for families struggling socioeconomically and/or supporting English Learners and/or Foster Youth. She will also coordinate and lead the English Learner Advisory Council (ELAC), including providing trainings.	\$42,240.00	Yes
1.11	Meal Clerk	With the support of the Anaheim Union High School District, the meal clerk will serve breakfast and lunch meals, as well as organize the provision of snacks for the VMCS after-school program.	\$21,310.00	No

Action #	Title	Description	Total Funds	Contributing
1.12	Custodians	The custodial staff will consist of two full-time custodians (7:30 a.m.-4:00 p.m. and 1:30-10:00 p.m.). There will be some mixed duties, including possible lunch area and playground supervision.	\$56,457.00	No
1.13	Maintenance/Repair	One full-time staff member to maintain both the temporary and permanent school sites. There will also be a need to support absent custodians and playground supervisors as needed.	\$33,456.00	No
1.14	Playground Supervisor	The playground supervisor staff will consist of three part-time staff members, with additional support from other support staff members.	\$57,693.00	No
1.15	Instructional Assistants -- General Education	Two 5.5-hour part-time instructional assistant will be assigned to each TK classroom (4 total for two classrooms) and one 5.5-hour part-time instructional assistant will be assigned to each K-6 classroom (11 total for 11 classrooms) for additional social-emotional and academic support. Start time will be from 8:45 a.m.-3:00 p.m. for this position. Select instructional assistants will have an 8-hour full-time position by providing support for the after-school program paid through ASES funding. All instructional assistants will provide support to scholars identified as socioeconomically disadvantaged and/or English learners.	\$349,299.36	Yes
1.16	Instructional Assistants -- Special Education	For the 2025-2026 school year, currently four scholars will require 1:1 SPED instructional assistants per their IEPs. Additionally, 2 SPED I.A.s support RSP (one will be less than 5.5 hours).	\$150,471.00	No
1.17	Physical Education Teacher	A full-time physical education teacher will serve scholars in Grade TK-6 with 100 minutes of physical education and/or health education on a weekly basis.	\$67,117.00	No

Action #	Title	Description	Total Funds	Contributing
<b>1.18</b>	VAPA Specialists (Visual Arts and Music Appreciation)	Two VAPA specialists will provide two lessons per week to scholars in the areas of music appreciation and visual arts while under the supervision of the teacher of record if the specialist does not have a credential. This equates to approximately 36 lessons in music appreciation and 36 lessons in visual arts during the school year.	\$32,329.00	No
<b>1.19</b>	Resident Teachers -- General Education	For the 2025-2025 school year, there will be Resident Teachers in Grades 4 and 5.	\$80,000.00	No
<b>1.20</b>	Resident Teachers -- Special Education	For the 2026=5-26 school, there will be no SPED Resident Teachers. However, it is anticipated there will be one SPED Resident Teacher in 2026-2027.	\$0.00	No
<b>1.21</b>	Classroom Teachers -- General Education	For the 2025-2026 school year, there will be 13 classroom teachers serving scholars in Grades TK-6. The number of teachers will increase beginning in the 2026-2027 school year to 14.	\$1,025,962.00	No
<b>1.22</b>	Special Education Staff	The Special Education team includes an education specialist, occupational therapist (Part-Time), and speech and language pathologist (Part-Time).	\$155,709.60	No
<b>1.23</b>	Teachers on Special Assignment (TOSAs)	For the 2025-2026 school year, there will be four Teachers on Special Assignment (TOSAs). One TOSA will be dedicated to Tier 3 Behavioral Intervention primarily in Grades TK-1. This position may be filled by a person with a proven track record of effective behavioral management, even if s/he does not have a credential. Two TOSAs will provide support for Tier 3 Intervention in reading. One TOSA will serve as an upper grade	\$256,676.00	Yes

Action #	Title	Description	Total Funds	Contributing
		science teacher, as well as provide support for Tier 3 Intervention in reading.		
<b>1.24</b>	Teacher on Special Assignment -- Project-Based Learning	For 2025-2026, there will be a Teacher on Special Assignment (TOSA) to support Project-Based Learning, as well as provide support with GATE scholars.	\$74,489.00	No
<b>1.25</b>	Coordinator for After-School Program	There will be a coordinator for the after-school program, which is funded through ASES.	\$62,000.00	No
<b>1.26</b>	Coordinator for Community School	There will be a coordinator to promote VMCS as a Community School.	\$62,000.00	Yes
<b>1.27</b>	Coordinator for Teacher Residency Program	There will be a coordinator for the Teacher Residency Program.	\$93,451.00	No
<b>1.28</b>	Assistant Director	The Assistant Director works in partnership with the Executive Director, as well as provide leadership and support for the Special Education Program and Summer Academy.	\$102,771.00	No
<b>1.29</b>	Executive Director	The Executive Director provides support to all aspects of the school program.	\$80,245.00	No
<b>1.30</b>	Technology/Media Support	A staff member will play multiple roles, including technological support.	\$50,000.00	No
<b>1.31</b>	Student Information System -- Aeries	To maintain the data to track our scholars' attendance and academic growth, we will maintain our contract with Aeries, a Student Information System.	\$29,519.00	No

Action #	Title	Description	Total Funds	Contributing
<b>1.32</b>	Induction Program	Teachers who participate in the Induction Program clear their credential. The estimated cost is \$3,600 per year. For 2025-26, we have four teachers who will participate in the Induction Program	\$14,400.00	No
<b>1.33</b>	University Classes for Resident Teachers	To support Resident Teachers, support for the cost of classes will occur to augment the Teacher Residency Implementation and Expansion Grant.	\$50,000.00	No
<b>1.34</b>	Stipends for Teacher Leaders/Curriculum Developers	Teachers will receive a stipend for participation in various leadership and curriculum development roles.	\$99,850.00	
<b>1.35</b>	Employee Benefits Classified	Employee Benefits Classified	\$135,508.00	No
<b>1.36</b>	Employee Benefits Certificated	Employee Benefits Certificated	\$600,987.00	No

# Goals and Actions

## Goal

Goal #	Description	Type of Goal
2	Scholars' academic growth in English-Language Arts (reading and writing) will improve through the use of standards-aligned curriculum; effective pedagogy; and differentiated, individualized, and personalized instruction. Growth will be measured by school-developed rubrics and assessments, iReady Reading Assessments, and SBAC Assessments, with a focus on school-wide data, as well as significant subgroup data for English Learners, Hispanic, and Socioeconomically Disadvantaged.	Focus Goal

State Priorities addressed by this goal.

- Priority 1: Basic (Conditions of Learning)
- Priority 2: State Standards (Conditions of Learning)
- Priority 3: Parental Involvement (Engagement)
- Priority 4: Pupil Achievement (Pupil Outcomes)
- Priority 5: Pupil Engagement (Engagement)
- Priority 6: School Climate (Engagement)
- Priority 7: Course Access (Conditions of Learning)
- Priority 8: Other Pupil Outcomes (Pupil Outcomes)

An explanation of why the LEA has developed this goal.

An LCAP Goal in the area of English Language Arts is typical in an elementary school setting, especially when there is a high percentage of scholars who are English Learners and/or socioeconomically disadvantaged. Improving the English Language Arts skills of scholars through standards-aligned instructional materials, effective pedagogy, and timely Tier 2 and 3 intervention support is an ongoing quest. While VMCS has made progress in English Language Arts with an overall improvement in scholars meeting grade-level standards, as well as within the qualified subgroups, there is room to grow when analyzing the California Dashboard. The percentage of scholars meeting or exceeding the standards has increased by 20.4 points. Additionally, the performance gap between the School and the State average has decreased, with VMCS scholars now scoring 3.6 points above the standard compared to the State now scoring 13.2 points below the standard. The school has focused on supporting English Learners, who have shown significant growth in their English Language Arts performance, with an increase of 32.7 points. The school has intensified a focus on strategies such as designated English Language Development (ELD) instruction and access to all subject areas with Specially Designed Academic Instruction in English (SDAIE) to support English Learners. The subgroups of Hispanic (22,2 point increase) and Socioeconomically Disadvantaged (23.7 point increase) also demonstrated growth. Therefore, some aspects of Goal 2 involve staying the course, with some important refinements.

Magnetic Reading, Ready Reading, and iReady Reading are foundational instructional materials used for English Language Arts instruction in Grades K through 5. Grade TK uses Core Knowledge as a resource, and Grades TK through 1 make use of Heggerty Phonemic

Awareness Curriculum. Grade 6 uses CommonLit as the primary resource for English Language Arts and incorporates additional novel studies into the instruction. Beginning in the 2024-2025 school year, we incorporated science texts (Grades K-6) and history-social science texts (Grades 4-6) into our reading instruction to increase our scholars' access to informational texts. An area of current emphasis is the explicit and systematic teaching of phonics in the primary grades to ensure scholars have the foundational reading skills in place for upper grade success. We also feel a need to fortify our writing instruction by vertically aligning our expectations from Grade TK through 6, developing anchor papers that represent grade level expectations for the three types of writing, and standardizing our use of rubrics. We acknowledge a need for a balance between on-demand writing and process writing to ensure scholars are well equipped to express their thoughts within varying time restrictions. We need to standardize our use of graphic organizers, and will continue to implement Thinking Maps across the grade levels.

We have adopted and will continue to make use of a strong intervention reading program (SIPPS) for scholars who are struggling to break the code in the primary and upper grades. The Tier 3 Intervention TOSAs described in Goal 1 have received training in SIPPS and are primarily responsible for implementing the program and tracking the scholars' progress. The data they extract from the SIPPS Program and the insights they glean from the small group instruction are shared with the classroom teachers. There is a goal to provide SIPPS training to additional instructional assistants and teachers for additional intervention support.

There is an ongoing need for professional development to support our scholars in the mastery of English Language Arts. There is a balance between what the professional development that is provided internally from our resident experts and what we seek externally. We want our instructional staff to be well-equipped to develop short-term and long-term plans, as well as to determine the most effective pedagogy for teaching a reading or writing concept or skill. Professional development that will be pursued over the next three school years include:

- \* Short-term and long-term instructional planning (internal professional development)
- \* Effective use of Magnetic Reading, Ready Reading, and iReady Reading (internal and external professional development)
- \* Science of Reading strategies and resources (external professional development)
- \* SIPPS (internal professional development)
- \* Thinking Maps (external professional development with internal lead teachers)
- \* Writing resources and pedagogy for on-demand and process writing

It will also be important to provide parents/guardians with tools to support reading as a preferred recreational activity at home. During Back-to-School Night and Parent/Teacher Conferences, classroom teachers will help parents develop a plan of action for promoting reading at home, as well as any needed resources.

In conclusion, a focus on enhancing literacy and writing proficiency for elementary scholars is not only aligned with our school's commitment to academic excellence, but also essential for preparing scholars for life-long success in an ever-evolving global society. Through standards-aligned resources, differentiated instruction, targeted interventions, ongoing assessment and monitoring, and a strong school/home connection, we are confident in our ability to achieve this goal and ensure that every scholar has the skills and knowledge they need to achieve in school and success in line.

# Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
2.1	iReady Reading Assessments for Grades K-6 (Disaggregated by Schoolwide, English Learners, Hispanic, Socioeconomically Disadvantaged)	<p>Based on End-of-Year iReady Reading Assessment for 2023-2024:</p> <p>All Grade Levels -- All Scholars 68% Met Typical Growth Goal 42% Met Stretch Goal</p> <p>All Grade Levels -- Hispanic 65% Met Typical Growth Goal 40% Met Stretch Goal</p> <p>All Grade Levels -- English Learners 57% Met Typical Growth Goal 30% Met Stretch Goal</p> <p>All Grade Levels -- SED 67% Met Typical Growth Goal 39% Met Stretch Goal</p> <p>Grade K -- All Scholars 54% Met Typical Growth Goal 35% Met Stretch Goal 65% Had Improved Placement</p>	<p>Based on End-of-Year iReady Reading Assessment for 2024-2025:</p> <p>All Grade Levels -- All Scholars 68% Met Typical Growth Goal 40% Met Stretch Goal</p> <p>All Grade Levels -- Hispanic 64% Met Typical Growth Goal 37% Met Stretch Goal</p> <p>All Grade Levels -- English Learners 55% Met Typical Growth Goal 40% Met Stretch Goal</p> <p>All Grade Levels -- SED 69% Met Typical Growth Goal 40% Met Stretch Goal</p>		<p>For 2026-2027 EOY iReady Reading Assessment:</p> <p>* For all grade levels, 100% of the scholars should meet their Annual Typical Growth Goal, 80% of the scholars should make their Annual Stretch Goals, and 100% should have an improved placement.</p> <p>* The same desired outcomes are set for English Learners, Hispanics, and Socioeconomically Disadvantaged using disaggregated data.</p>	

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		Grade K -- Hispanic 47% Met Typical Growth Goal 37% Met Stretch Goal 63% Had Improved Placement	Grade K -- All Scholars 30% Met Typical Growth Goal 17% Met Stretch Goal 53% Had Improved Placement			
		Grade K -- English Learners 40% Met Typical Growth Goal 33% Met Stretch Goal 60% Had Improved Placement	Grade K -- Hispanic 21% Met Typical Growth Goal 16% Met Stretch Goal 42% Had Improved Placement			
		Grade K -- SED 54% Met Typical Growth Goal 37% Met Stretch Goal 63% Had Improved Placement	Grade K -- English Learners 0% Met Typical Growth Goal 0% Met Stretch Goal 38% Had Improved Placement			
		Grade 1 -- All Scholars 52% Met Typical Growth Goal 26% Met Stretch Goal 74% Had Improved Placement	Grade K -- SED 10% Met Typical Growth Goal 10% Met Stretch Goal			
		Grade 1 -- Hispanic 42% Met Typical Growth Goal 21% Met Stretch Goal 68% Had Improved Placement				

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		Grade 1 -- English Learners 44% Met Typical Growth Goal 22% Met Stretch Goal 56% Had Improved Placement	40% Had Improved Placement			
		Grade 1 -- SED 42% Met Typical Growth Goal 21% Met Stretch Goal 58% Had Improved Placement	Grade 1 -- All Scholars 72% Met Typical Growth Goal 44% Met Stretch Goal 78% Had Improved Placement			
		Grade 2 -- All Scholars 80% Met Typical Growth Goal 63% Met Stretch Goal 93% Had Improved Placement	Grade 1 -- Hispanic 50% Met Typical Growth Goal 31% Met Stretch Goal 63% Had Improved Placement			
		Grade 2 -- Hispanic 75% Met Typical Growth Goal 60% Met Stretch Goal 90% Had Improved Placement	Grade 1 -- English Learners 33% Met Typical Growth Goal 33% Met Stretch Goal 50% Had Improved Placement			
		Grade 2 -- English Learners 80% Met Typical Growth Goal 40% Met Stretch Goal 100% Had Improved Placement	Grade 1 -- SED 71% Met Typical Growth Goal			

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		Grade 2 -- SED 86% Met Typical Growth Goal 64% Met Stretch Goal 95% Had Improved Placement	43% Met Stretch Goal 81% Had Improved Placement			
		Grade 3 -- All Scholars 58% Met Typical Growth Goal 26% Met Stretch Goal 74% Had Improved Placement	Grade 2 -- All Scholars 97% Met Typical Growth Goal 72% Met Stretch Goal 88% Had Improved Placement			
		Grade 3 -- Hispanic 57% Met Typical Growth Goal 22% Met Stretch Goal 78% Had Improved Placement	Grade 2 -- Hispanic 95% Met Typical Growth Goal 71% Met Stretch Goal			
		Grade 3 -- English Learners 50% Met Typical Growth Goal 13% Met Stretch Goal 63% Had Improved Placement	81% Had Improved Placement			
		Grade 3 -- SED 54% Met Typical Growth Goal 57% Met Stretch Goal 69% Had Improved Placement	Grade 2 -- English Learners 100% Met Typical Growth Goal 78% Met Stretch Goal 89% Had Improved Placement			
		Grade 4 -- All Scholars	Grade 2 -- SED			

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		84% Met Typical Growth Goal 56% Met Stretch Goal 78% Had Improved Placement  Grade 4 -- Hispanic 83% Met Typical Growth Goal 50% Met Stretch Goal 75% Had Improved Placement  Grade 4 -- English Learners 60% Met Typical Growth Goal 40% Met Stretch Goal 60% Had Improved Placement  Grade 4 -- SED 83% Met Typical Growth Goal 43% Met Stretch Goal 74% Had Improved Placement  Grade 5 -- All Scholars 91% Met Typical Growth Goal 72% Met Stretch Goal 88% Had Improved Placement  Grade 5 -- Hispanic	95% Met Typical Growth Goal 74% Met Stretch Goal 84% Had Improved Placement  Grade 3 -- All Scholars 59% Met Typical Growth Goal 38% Met Stretch Goal 56% Had Improved Placement  Grade 3 -- Hispanic 62% Met Typical Growth Goal 38% Met Stretch Goal 57% Had Improved Placement  Grade 3 -- English Learners 71% Met Typical Growth Goal 43% Met Stretch Goal 57% Had Improved Placement			

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		91% Met Typical Growth Goal 70% Met Stretch Goal 87% Had Improved Placement	Grade 3 -- SED 62% Met Typical Growth Goal 43% Met Stretch Goal			
		Grade 5 -- English Learners 91% Met Typical Growth Goal 64% Met Stretch Goal 91% Had Improved Placement	67% Had Improved Placement Grade 4 -- All Scholars 69% Met Typical Growth Goal 34% Met Stretch Goal			
		Grade 5 -- SED 88% Met Typical Growth Goal 72% Met Stretch Goal 84% Had Improved Placement	59% Had Improved Placement Grade 4 -- Hispanic 58% Met Typical Growth Goal 25% Met Stretch Goal			
		Grade 6 -- All Scholars 68% Met Typical Growth Goal 23% Met Stretch Goal 58% Had Improved Placement	54% Had Improved Placement Grade 4 -- English Learners 63% Met Typical Growth Goal 38% Met Stretch Goal			
		Grade 6 -- Hispanic 73% Met Typical Growth Goal 19% Met Stretch Goal 65% Had Improved Placement				
		Grade 6 -- English Learners				

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		0% Met Typical Growth Goal 0% Met Stretch Goal 0% Had Improved Placement  Grade 6 -- SED 69% Met Typical Growth Goal 19% Met Stretch Goal 62% Had Improved Placement	63% Had Improved Placement  Grade 4 -- SED 68% Met Typical Growth Goal 36% Met Stretch Goal 64% Had Improved Placement  Grade 5 -- All Scholars 91% Met Typical Growth Goal 56% Met Stretch Goal 78% Had Improved Placement  Grade 5 -- Hispanic 88% Met Typical Growth Goal 54% Met Stretch Goal 79% Had Improved Placement  Grade 5 -- English Learners 80% Met Typical Growth Goal			

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
			<p>60% Met Stretch Goal 100% Had Improved Placement</p> <p>Grade 5 -- SED 86% Met Typical Growth Goal 43% Met Stretch Goal 76% Had Improved Placement</p> <p>Grade 6 -- All Scholars 59% Met Typical Growth Goal 19% Met Stretch Goal 41% Had Improved Placement</p> <p>Grade 6 -- Hispanic 61% Met Typical Growth Goal 22% Met Stretch Goal 43% Had Improved Placement</p> <p>Grade 6 -- English Learners</p>			

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
			<p>40% Met Typical Growth Goal 27% Met Stretch Goal 40% Had Improved Placement</p> <p>Grade 6 -- SED 63% Met Typical Growth Goal 25% Met Stretch Goal 38% Had Improved Placement</p>			
2.2	SBAC English Language Arts Assessment for Grades 3-6	<p>Based on 2023-2024 SBAC Data for English Language Arts.</p> <p>School-wide was 3.6 points above standard (green level), with an increase of 20.4 points.</p> <p>Hispanic were 7 points below/above standard (yellow level), with an increase of 22.2 points.</p> <p>English Learners were 15.8 points below standard (yellow level), with an increase of 32.7 points.</p>	<p>Based on 2024-2025 SBAC Data for English Language Arts:</p> <p>School-wide was XX points below/above standard (yellow level), with an increase/decrease of XX points.</p> <p>Hispanic were XX points below/above standard (orange level), with an increase/decrease of XX points.</p>		For school-wide and the subgroups of English Learners, Hispanics, and Socioeconomically Disadvantaged, the goal is to meet the standard (green level)	

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		<p>Socioeconomically Disadvantaged were 3.7 points above standard (green level), with an increase of 23.7 points.</p> <p>Schoolwide SBAC Date: All Scholars = 57% Met or Exceeded Standard English Learners = 29% Met or Exceeded Standard Hispanic = 51% Met or Exceeded Standard SED = 57% Met or Exceeded Standard</p> <p>Grade 3 All Scholars = 50% Met or Exceeded Standard English Learners = NA Hispanic = 48% Met or Exceeded Standard SED = 48% Met or Exceeded Standard</p> <p>Grade 4 All Scholars = 62% Met or Exceeded Standard English Learners = NA Hispanic = 54% Met or Exceeded Standard SED = 57% Met or Exceeded Standard</p>	<p>English Learners were XX points below/above standard (yellow level), with an increase/decrease of XX points.</p> <p>Socioeconomically Disadvantaged were XX points below/above standard (yellow level), with an increase/decrease of XX points.</p> <p>Schoolwide SBAC Date: All Scholars = 67% Met or Exceeded Standard English Learners = 36% Met or Exceeded Standard Hispanic = 59% Met or Exceeded Standard SED = 63% Met or Exceeded Standard</p> <p>Grade 3</p>			

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		<p>Grade 5 All Scholars = 52% Met or Exceeded Standard English Learners = 0% Met or Exceeded Standard Hispanic = 39% Met or Exceeded Standard SED = 50% Met or Exceeded Standard</p> <p>Grade 6 All Scholars = 67% Met or Exceeded Standard English Learners = NA Hispanic = 60% Met or Exceeded Standard SED = 70% Met or Exceeded Standard</p>	<p>All Scholars = 75% Met or Exceeded Standard English Learners = NA Hispanic = 70% Met or Exceeded Standard SED = 68% Met or Exceeded Standard</p> <p>Grade 4 All Scholars = 49% Met or Exceeded Standard English Learners = NA Hispanic = 44% Met or Exceeded Standard SED = 50% Met or Exceeded Standard</p> <p>Grade 5 All Scholars = 87% Met or Exceeded Standard English Learners = NA Hispanic = 86% Met or Exceeded Standard SED = 85% Met or Exceeded Standard</p>			

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
			Grade 6 All Scholars = 58% Met or Exceeded English Learners = NA Hispanic = 52% Met or Exceeded Standard SED = 52% Met or Exceeded Standard			

## Goal Analysis [2025-26]

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

Goal 2: Scholars' academic growth in English-Language Arts (reading and writing) will improve through the use of standards-aligned curriculum; effective pedagogy; and differentiated, individualized, and personalized instruction. Growth will be measured by school-developed rubrics and assessments, iReady Reading Assessments, and SBAC Assessments, with a focus on school-wide data, as well as significant subgroup data for English Learners, Hispanic, and Socioeconomically Disadvantaged.

Although End-of-Year Data has not been received yet from the iReady Reading Assessments or the SBAC English Language Arts Assessments, we believe we effectively implemented all aspects of Goal 2. Our reading instruction has become stronger, and our Differentiation, Individualization, and Personalization of Instruction (DIP) was consistently observed in all classrooms. SIPPS was also implemented effectively by the four TOSAs for Tier 3 Intervention in Reading, and there are many success stories supported by data as our struggling readers grew throughout the school year. The desire to vertically align our writing instruction and expectations was initiated, but there is more work to be accomplished in this area during the 2025-2026 school year. Horizontal alignment will also be important with two classes per grade level rather than one.

We need to continue to seek parent engagement in their scholars' attitude toward and growth in reading. Toward the end of this school year, we initiated the use of resources and training from the Latino Family Literacy Project with the support of our community liaison. This workshop approach with parents shows promise and will be continued during the 2025-2026 school year.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

For Goal 2, there were no substantial material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services. In some cases, we did not expend what was budgeted because we received quality free or low cost resources, such as books for classroom libraries. However, we will need to establish classroom libraries for five additional teachers in 2025-2026, so this budgeted expenditure may still be needed.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

It is believed our specific actions were highly effective, which will be substantiated once end-of-year data is available.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

There are no substantial changes at this time, other than two shifts in philosophy when it comes to Tier 3 Intervention in reading that are represented by the following statements:

- \* All teachers are TOSAs, with the implication that all teachers need to know how to intervene at the Tier 3 level with resources such as SIPPS.
- \* The role of TOSA is not a "life-long" position, with the implication that TOSAs need to be prepared to serve as classroom teachers.

**A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.**

## Actions

Action #	Title	Description	Total Funds	Contributing
2.1	Standards-Aligned Instructional Curriculum	<p>For English Language Arts instruction, we have adopted different Tier 1 materials for different grade levels. The materials include the following. The cost associated to replace consumables for the materials are also included:</p> <ul style="list-style-type: none"> <li>* Core Knowledge Language Arts (TK) -- Purchased previously</li> <li>* Heggerty Phonemic Awareness (Grades K-1) -- Purchased previously</li> <li>* Magnetic Reading Foundations/Common Core (Grades K-2) -- \$3,042.00</li> <li>* Magnetic Reading Common Core (Grades 3-5) -- \$1,402.00</li> <li>* CommonLit (Grade 6)</li> </ul>	\$25,000.00	No

Action #	Title	Description	Total Funds	Contributing
		<p>* Ready Reading SBAC Assessment Practice Books (Grades 3-6) -- \$612.00</p> <p>* iReady Computer-Based Program (Grades K-6) -- \$7,055.00</p> <p>With increased enrollment, estimated to be \$25,000.00.</p>		
<b>2.2</b>	History-Social Science Curriculum	To provide increased access to informational text, while also deepening our scholars' understanding of the history-social science standards for their grade levels, VMCS adopted history-social science curriculum for Grades 4-6 for the 2024-2025 school year. At the end of the school year, it has been determined that it would be appropriate to also purchase curriculum from the same publisher for Grades K-3. The program is called Social Studies Alive!	\$21,285.00	No
<b>2.3</b>	Science Curriculum	To provide increased access to informational text, while also deepening our scholars understanding of the science standards for their grade levels, VMCS adopted science curriculum for Grades K-6 for the 2025-2026 school year. While there is an emphasis about "doing" science rather than just reading about science, the informational text is accessible and engaging. The program is called Bring Science Alive!	\$32,242.00	No
<b>2.4</b>	Classroom Libraries	Scholars learn to become better readers when they read more. Having a classroom library filled with engaging books promotes reading as a preferred activity. And, having multiple copies of the same book permits the implementation of literature circles. Each school year teachers are provided with a budget to replenish their classroom libraries. This year, the budget is \$1,000 per grade level for a total of \$8,876.82 for teachers to begin to replenish their classroom libraries.	\$8,876.82	No
<b>2.5</b>	Additional Instructional Resources for	Additional instructional resources are purchased to support teachers in their lesson development and instruction. The resources are purchased on a year-to-year basis, and often the teachers recommend the resources that	\$13,712.43	Yes

Action #	Title	Description	Total Funds	Contributing
	English Language Arts	are purchased. Although these resources are often cross-curricular in design, they have been included here.  * Boom Cards (Grades K-5) -- \$1,000.00 * Thinking Maps -- \$3,275.00 * Other Requested Items		
<b>2.6</b>	Additional Classroom Materials to Support English Language Arts and Project-Based Learning	Additional classroom materials to support English language arts and Project-Based Learning are purchased based on teachers' requests. Each class has a budget of approximately \$5,721.00.	\$77,421.00	No
<b>2.7</b>	Professional Development for Instructional Staff	Professional developmental to support effective lesson development, pedagogy, and assessment will be provided. The focus areas for the 2025-2026 school year include the following:  *. Short-term and long-term instructional planning (internal professional development) -- No cost * Effective use of Magnetic Reading, Ready Reading, and iReady Reading (internal and external professional development) -- No cost * AIM Pathways Science of Reading strategies and resources (external professional development) -- \$8,000.00 * SIPPS (internal professional development) -- No cost * Thinking Maps (internal professional development) -- No cost/train-the-trainer * Writing resources and pedagogy for on-demand and process writing -- No cost * Individualized teacher requested professional development (external professional development) -- \$7,500.00	\$15,500.00	Yes
<b>2.8</b>	Parent/Guardian Workshops to Support Reading and Writing at Home	Parent/guardian workshops to support reading and writing at home will be provided by the classroom teachers and instructional support staff. Costs associated with the workshops will primarily involve materials for home use, snacks, and child care. The Reading/Writing Parent Workshops may	\$0.00	No

Action #	Title	Description	Total Funds	Contributing
		make extensive use of the Latino Family Literacy Project model, with materials purchased out of the remaining California Community School Partner Program (CCSPP) Planning Grant.		

# Goals and Actions

## Goal

Goal #	Description	Type of Goal
3	Scholars' academic growth in mathematics will improve through the use of standards-aligned curriculum; effective pedagogy; and differentiated, individualized, and personalized instruction. Growth will be measured by school-developed rubrics and assessments, iReady Mathematics Assessments, and SBAC Assessments, with a focus on school-wide data, as well as significant subgroup data for English Learners, Hispanic, and Socioeconomically Disadvantaged.	Focus Goal

State Priorities addressed by this goal.

- Priority 1: Basic (Conditions of Learning)
- Priority 2: State Standards (Conditions of Learning)
- Priority 3: Parental Involvement (Engagement)
- Priority 4: Pupil Achievement (Pupil Outcomes)
- Priority 5: Pupil Engagement (Engagement)
- Priority 6: School Climate (Engagement)
- Priority 7: Course Access (Conditions of Learning)
- Priority 8: Other Pupil Outcomes (Pupil Outcomes)

An explanation of why the LEA has developed this goal.

Vibrant Minds Charter School has made significant progress in mathematics, with an overall increase of 22.2 points in meeting grade-level standards. The percentage of scholars meeting or exceeding the standards has also increased, resulting in a decrease in the performance gap between the School and the state average, with VMCS scholars now scoring 6.2 points below the standard compared to their previous score of 28.4 points below the standard. English Learners have shown substantial growth, increasing their score by 22.0 points. The subgroups of Hispanic (21.4 points increase) and Socioeconomically Disadvantaged (25.0 points increase) also demonstrated growth. The school attributes these achievements to effective instructional strategies and targeted support.

The primary Instructional resources for the teaching of mathematics include Ready Math and iReady Math. There are additional resources used in the classrooms, including xTra Math, Prodigy, Khan Academy, etc.

As teachers have acquired increased familiarity with their grade-level mathematics standards due to staff retention, as well as how to best use the Ready Mathematics and iReady Math resources, there is a noticeable growth in effective mathematics instruction. By observing our scholars' struggle to solve contextualized mathematics problem, there is a desire to dig deeper into the cultivation of mathematical thinking. Therefore, equipping our teachers in the use of Cognitive Guided Instruction (CGI) in the delivery of mathematics instruction will be focused upon in the 2024-2025 school year through professional development, with a plan to continue implementing CGI practices in the future.

Parents/guardians have expressed difficulties in knowing how to support their scholars in mathematics at home. This will be addressed in teacher-led and TOSA led mathematics workshops for parents during Back-to-School Night, Parent/Teacher Conferences, and Parent Workshops.

## Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
3.1	iReady Mathematics Assessments for Grades K-6 (Disaggregated by Schoolwide, English Learners, Hispanic, and Socioeconomically Disadvantaged)	<p>Based on End-of-Year Mathematics Assessment for 2023-2024:</p> <p>All Grade Levels -- All Scholars 71% Met Typical Growth Goal 35% Met Stretch Goal</p> <p>All Grade Levels -- Hispanic 68% Met Typical Growth Goal 39% Met Stretch Goal</p> <p>All Grade Levels -- English Learners 65% Met Typical Growth Goal 28% Met Stretch Goal</p> <p>All Grade Levels -- SED 68% Met Typical Growth Goal 33% Met Stretch Goal</p> <p>Grade K -- All Scholars</p>	<p>Based on End-of-Year Mathematics Assessment for 2024-2025:</p> <p>All Grade Levels -- All Scholars 59% Met Typical Growth Goal 25% Met Stretch Goal</p> <p>All Grade Levels -- Hispanic 55% Met Typical Growth Goal 20% Met Stretch Goal</p> <p>All Grade Levels -- English Learners 43% Met Typical Growth Goal</p> <p>All Grade Levels -- SED 17% Met Stretch Goal</p>		<p>For 2026-2027 EOY iReady Mathematics Assessment:</p> <p>* For all grade levels, 100% of the scholars should meet their Annual Typical Growth Goal, 80% of the scholars should make their Annual Stretch Goals, and 100% should have an improved placement.</p> <p>* The same desired outcomes are set for English Learners, Hispanics, and Socioeconomically Disadvantaged using disaggregated data.</p>	

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		63% Met Typical Growth Goal 48% Met Stretch Goal 56% Had Improved Placement	62% Met Typical Growth Goal 24% Met Stretch Goal			
		Grade K -- Hispanic 63% Met Typical Growth Goal 47% Met Stretch Goal 50% Had Improved Placement	Grade K -- All Scholars 33% Met Typical Growth Goal 17% Met Stretch Goal 57% Had Improved Placement			
		Grade K -- English Learners 60% Met Typical Growth Goal 40% Met Stretch Goal 33% Had Improved Placement	Grade K -- Hispanic 16% Met Typical Growth Goal 11% Met Stretch Goal 42% Had Improved Placement			
		Grade K -- SED 60% Met Typical Growth Goal 49% Met Stretch Goal 46% Had Improved Placement	Grade K -- English Learners 13% Met Typical Growth Goal 13% Met Stretch Goal 25% Had Improved Placement			
		Grade 1 -- All Scholars 69% Met Typical Growth Goal 53% Met Stretch Goal 63% Had Improved Placement	Grade K -- SED			

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		63% Met Typical Growth Goal 53% Met Stretch Goal 68% Had Improved Placement	20% Met Typical Growth Goal 0% Met Stretch Goal 50% Had Improved Placement			
		Grade 1 -- English Learners 78% Met Typical Growth Goal 67% Met Stretch Goal 44% Had Improved Placement	Grade 1 -- All Scholars 56% Met Typical Growth Goal 31% Met Stretch Goal 66% Had Improved Placement			
		Grade 1 -- SED 63% Met Typical Growth Goal 47% Met Stretch Goal 58% Had Improved Placement	Grade 1 -- Hispanic 44% Met Typical Growth Goal 6% Met Stretch Goal 56% Had Improved Placement			
		Grade 2 -- All Scholars 83% Met Typical Growth Goal 33% Met Stretch Goal 87% Had Improved Placement	Grade 1 -- English Learners 33% Met Typical Growth Goal 0% Met Stretch Goal 50% Had Improved Placement			
		Grade 2 -- Hispanic 80% Met Typical Growth Goal 40% Met Stretch Goal 85% Had Improved Placement				
		Grade 2 -- English Learners				

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		100% Met Typical Growth Goal 40% Met Stretch Goal 100% Had Improved Placement	Grade 1 -- SED 67% Met Typical Growth Goal 33% Met Stretch Goal			
		Grade 2 -- SED 82% Met Typical Growth Goal 32% Met Stretch Goal 86% Had Improved Placement	71% Had Improved Placement			
		Grade 3 -- All Scholars 61% Met Typical Growth Goal 19% Met Stretch Goal 77% Had Improved Placement	Grade 2 -- All Scholars 81% Met Typical Growth Goal 44% Met Stretch Goal 75% Had Improved Placement			
		Grade 3 -- Hispanic 57% Met Typical Growth Goal 13% Met Stretch Goal 74% Had Improved Placement	Grade 2 -- Hispanic 86% Met Typical Growth Goal 48% Met Stretch Goal 81% Had Improved Placement			
		Grade 3 -- English Learners 25% Met Typical Growth Goal 0% Met Stretch Goal 63% Had Improved Placement	Grade 2 -- English Learners 78% Met Typical Growth Goal 44% Met Stretch Goal			
		Grade 3 -- SED	Goal			

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		54% Met Typical Growth Goal 8% Met Stretch Goal 73% Had Improved Placement	67% Had Improved Placement			
		Grade 2 -- SED 89% Met Typical Growth Goal	Grade 2 -- SED 89% Met Typical Growth Goal			
		Grade 4 -- All Scholars 56% Met Typical Growth Goal 19% Met Stretch Goal 81% Had Improved Placement	47% Met Stretch Goal 74% Had Improved Placement			
		Grade 4 -- Hispanic 54% Met Typical Growth Goal 13% Met Stretch Goal 83% Had Improved Placement	Grade 3 -- All Scholars 34% Met Typical Growth Goal 6% Met Stretch Goal 72% Had Improved Placement			
		Grade 4 -- English Learners 40% Met Typical Growth Goal 0% Met Stretch Goal 80% Had Improved Placement	Grade 3 -- Hispanic 38% Met Typical Growth Goal 5% Met Stretch Goal			
		Grade 4 -- SED 57% Met Typical Growth Goal 22% Met Stretch Goal 78% Had Improved Placement	71% Had Improved Placement			
		Grade 5 -- All Scholars	Grade 3 -- English Learners 43% Met Typical Growth Goal			

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		94% Met Typical Growth Goal 38% Met Stretch Goal 94% Had Improved Placement	0% Met Stretch Goal 57% Had Improved Placement			
		Grade 5 -- Hispanic 91% Met Typical Growth Goal 30% Met Stretch Goal 91% Had Improved Placement	Grade 3 -- SED 38% Met Typical Growth Goal 10% Met Stretch Goal 67% Had Improved Placement			
		Grade 5 -- English Learners 82% Met Typical Growth Goal 18% Met Stretch Goal 91% Had Improved Placement	Grade 4 -- All Scholars 59% Met Typical Growth Goal 22% Met Stretch Goal 72% Had Improved Placement			
		Grade 5 -- SED 96% Met Typical Growth Goal 36% Met Stretch Goal 96% Had Improved Placement	Grade 4 -- Hispanic 50% Met Typical Growth Goal 21% Met Stretch Goal 67% Had Improved Placement			
		Grade 6 -- All Scholars 74% Met Typical Growth Goal 29% Met Stretch Goal 68% Had Improved Placement	Grade 4 -- English Learners			

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		73% Met Typical Growth Goal 23% Met Stretch Goal 65% Had Improved Placement  Grade 6 -- English Learners 75% Met Typical Growth Goal 56% Met Stretch Goal 50% Had Improved Placement  Grade 6 -- SED 69% Met Typical Growth Goal 27% Met Stretch Goal 62% Had Improved Placement	38% Met Typical Growth Goal 13% Met Stretch Goal 63% Had Improved Placement  Grade 4 -- SED 60% Met Typical Growth Goal 20% Met Stretch Goal 76% Had Improved Placement  Grade 5 -- All Scholars 81% Met Typical Growth Goal 31% Met Stretch Goal 81% Had Improved Placement  Grade 5 -- Hispanic 83% Met Typical Growth Goal 33% Met Stretch Goal 83% Had Improved Placement			

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
			<p>Grade 5 -- English Learners 80% Met Typical Growth Goal 40% Met Stretch Goal 80% Had Improved Placement</p> <p>Grade 5 -- SED 76% Met Typical Growth Goal 33% Met Stretch Goal 81% Had Improved Placement</p> <p>Grade 6 -- All Scholars 66% Met Typical Growth Goal 25% Met Stretch Goal 59% Had Improved Placement</p> <p>Grade 6 -- Hispanic 57% Met Typical Growth Goal 9% Met Stretch Goal</p>			

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
			<p>48% Had Improved Placement</p> <p>Grade 6 -- English Learners 30% Met Typical Growth Goal 10% Met Stretch Goal 30% Had Improved Placement</p> <p>Grade 6 -- SED 63% Met Typical Growth Goal 17% Met Stretch Goal 54% Had Improved Placement</p>			
3.2	SBAC Mathematics Assessment for Grades 3-6	<p>Based on 2023-2024 SBAC Data for Mathematics:</p> <p>School-wide was 3.6 points above standard (green level), with an increase of 20.4 points.</p> <p>English Learners were 15.8 points below standard (yellow level), with an increase of 32.7 points.</p>	<p>Based on 2024-2025 SBAC Data for Mathematics:</p> <p>School-wide was XX points above standard (green level), with an increase of XX points.</p> <p>English Learners were XX points below standard</p>		For school-wide and the subgroups of English Learners, Hispanics, and Socioeconomically Disadvantaged, the goal is to meet the standard (green level)	

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		<p>Hispanics were 7 points below standard (yellow level), with an increase of 22.2 points.</p> <p>Socioeconomically Disadvantaged were 3.7 points above standard (green level), with an increase of 23.7 points.</p> <p>Schoolwide SBAC Date: All Scholars = 46% Met or Exceeded Standard English Learners = 25% Met or Exceeded Standard Hispanic = 42% Met or Exceeded Standard SED = 43% Met or Exceeded Standard</p> <p>Grade 3 All Scholars = 54% Met or Exceeded Standard English Learners = NA Hispanic = 52% Met or Exceeded Standard SED = 52% Met or Exceeded Standard</p> <p>Grade 4</p>	<p>(yellow level), with an increase of XX points.</p> <p>Hispanics were XX points below standard (yellow level), with an increase of XX points.</p> <p>Socioeconomically Disadvantaged were XX points above standard (green level), with an increase of XX points.</p> <p>Schoolwide SBAC Date: All Scholars = 54% Met or Exceeded Standard English Learners = 20% Met or Exceeded Standard Hispanic = 48% Met or Exceeded Standard SED = 50% Met or Exceeded Standard</p> <p>Grade 3</p>			

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		<p>All Scholars = 50% Met or Exceeded Standard  English Learners = NA  Hispanic = 50% Met or Exceeded Standard  SED = 39% Met or Exceeded Standard</p> <p>Grade 5  All Scholars = 42% Met or Exceeded Standard  English Learners = 9% Met or Exceeded Standard  Hispanic = 35% Met or Exceeded Standard  SED = 42% Met or Exceeded Standard</p> <p>Grade 6  All Scholars = 37% Met or Exceeded Standard  English Learners = NA  Hispanic = 32% Met or Exceeded Standard  SED = 37% Met or Exceeded Standard</p>	<p>All Scholars = 59% Met or Exceeded Standard  English Learners = NA  Hispanic = 57% Met or Exceeded Standard  SED = 54% Met or Exceeded Standard</p> <p>Grade 4  All Scholars = 47% Met or Exceeded Standard  English Learners = NA  Hispanic = 40% Met or Exceeded Standard  SED = 42% Met or Exceeded Standard</p> <p>Grade 5  All Scholars = 68% Met or Exceeded Standard  English Learners = NA  Hispanic = 64% Met or Exceeded Standard</p>			

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
			SED = 65% Met or Exceeded Standard  Grade 6 All Scholars = 42% Met or Exceeded English Learners = NA Hispanic = 35% Met or Exceeded Standard SED = 36% Met or Exceeded Standard			

## Goal Analysis [2025-26]

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

For Goal 3, there were no substantive differences in planned actions and actual implementation of these actions. While the end-of-year data will help us determine the effectiveness of our mathematics instruction in the 2024-2025 school year, through formative assessments throughout the school year, we believe there will be strong growth. It is noteworthy that the teachers feel they have more effectively paced their mathematics instruction.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

There were no material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

This will be better analyzed after the end-of-year data has been received and analyzed.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

There are no planned changes at this time.

**A report of the Total Estimated Actual Expenditures for last year’s actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year’s actions may be found in the Contributing Actions Annual Update Table.**

## Actions

Action #	Title	Description	Total Funds	Contributing
3.1	Standards-Aligned Instructional Curriculum	<p>For mathematics instruction, we have adopted common Tier 1 materials across the grade levels. The materials include the following. The cost associated to replace consumables for the materials are also included:</p> <ul style="list-style-type: none"> <li>* Singapore Math (Grade TK) -- \$935.28</li> <li>* iReady Classroom Common Core (Grades K-6) -- \$6,757.50</li> <li>* Ready Math SBAC Assessment Practice Books (Grades 3-6) -- \$612.00</li> <li>* iReady Computerized Mathematics -- \$7,055.00</li> <li>* Khan Academy (Grades K-6) -- \$0.00</li> </ul> <p>With increased enrollment, estimated to be \$25,000.00.</p>	\$25,000.00	No
3.2	Additional Instructional Resources for Mathematics	<p>Additional instructional resources for mathematics include the following, with the expectation that teachers will discover and request new resources during the three-year cycle of the LCAP. Resources used at this time include the following:</p> <ul style="list-style-type: none"> <li>* xTra Math (Grades 3-4) -- \$500.00</li> <li>* Prodigy (Grades 1-6) -- \$0.00</li> </ul>	\$9,377.28	Yes
3.3	Additional Classroom Materials to Support Mathematics and	<p>The purchase of mathematical tools and manipulatives needs to be supported each year. It is estimated that each grade level will require approximately \$1,000.00 worth of materials, for a total of \$13,000.00.</p>	\$13,000.00	No

Action #	Title	Description	Total Funds	Contributing
	Project-Based Learning			
<b>3.4</b>	Professional Development to Support Effective Mathematics Instruction	To enhance our scholars' depth of understanding of mathematics, providing our instructional staff with a deeper understanding of how to integrate Cognitive Guided Instruction (CGI) is needed. This will be provided with a train-the-trainer model with a teacher selected from the primary grades, upper grades, and the coordinator for the Teacher Residency Program. We have also partnered with UCLA for CGI Professional Development for the 2025-2026 school yer.	\$15,931.00	Yes
<b>3.5</b>	Parent/Guardian Workshops to Support Mathematics at Home	Parent/guardian workshops to support mathematics at home will be provided by the classroom teachers and instructional support staff. Costs associated with the workshops will primarily involve materials for home use, snacks, and child care. The Mathematics Parent Workshops will be supported with instructional materials, child care, and food.	\$0.00	No

# Goals and Actions

## Goal

Goal #	Description	Type of Goal
4	English Learners will progress in English language acquisition through designated and integrated ELD and differentiated, individualized, and personalized instruction with the goal of reclassification to Fluent English Proficient within six years of entry into a school in the United States. Growth will be measured by various formative assessments and disaggregated data from the English-Language Arts iReady and SBAC assessments, as well as performance on the ELPAC.	Focus Goal

State Priorities addressed by this goal.

- Priority 1: Basic (Conditions of Learning)
- Priority 2: State Standards (Conditions of Learning)
- Priority 3: Parental Involvement (Engagement)
- Priority 4: Pupil Achievement (Pupil Outcomes)
- Priority 5: Pupil Engagement (Engagement)
- Priority 6: School Climate (Engagement)
- Priority 7: Course Access (Conditions of Learning)
- Priority 8: Other Pupil Outcomes (Pupil Outcomes)

An explanation of why the LEA has developed this goal.

Based on the 2023-2024 California Dashboard, The progress of English Learners at VMCS resulted in a Red Indicator, which appears to follow a statistical pattern of a strong year (Blue Indicator in 2022-2023) followed by a challenging year (Red Indicator in 2023-2024). This was surprising because we did observe growth with our English Learners in English Language Arts, Mathematics, and English language proficiency. The progress can be summarized as follows:

- \* English Language Arts -- English Learners at the school have shown improvement in meeting grade-level standards in English Language Arts. They have increased their performance by 32.7 points, which is 15.8 points below standard rather than the previous year's 48.5 points below standard.
- \* Mathematics: English Learners have also made progress in meeting grade-level standards in Mathematics. They have increased their performance by 22.0 points, which is 29.7 points below the standard rather than the previous year's 51.7 points below standard.
- \* English Learner Progress Indicator: The percentage of English Learners making progress towards English language proficiency decreased by 13.9%. Currently, 43.9% of English Learners at the school are making progress towards English language proficiency. This appears to run

counter to their growth in English Language Arts, but it is based on their performance on the ELPAC. We will need to revisit our scholars' English Language Development support, as well as their preparation for the ELPAC.

While the academic growth and English acquisition of our English Learners are encouraging, there is still a need to accelerate their growth in English Language Arts in order for them to qualify for redesignation prior to exiting elementary school. There are a number of scholars who appear to be "stuck" at Level 2 (Standard Nearly Met) in English Language Arts, when they need to perform at a Level 3 (Standard Met) or Level 4 (Standard Exceeded) to be redesignated. It is our goal for scholars to not become labeled as Long-Term English Learners (LTEL), which can occur if they are not redesignated after six years of formal education in the United States. This categorization could occur as early as fifth grade if transitional kindergarten counts in this calculation.

## Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
4.1	iReady Reading Assessments for Grades K-6 (Disaggregated by English Learners)	Because of the smaller sample of English Learners (57 scholars), schoolwide English Learner data will be used to establish the baseline for growth.  All Grade Levels -- English Learners 57% Met Typical Growth Goal 30% Met Stretch Goal	Because of the smaller sample of English Learners (53 scholars), schoolwide English Learner data will be used to establish the baseline for growth.  All Grade Levels -- English Learners 55% Met Typical Growth Goal 40% Met Stretch Goal		For 2026-2027 EOY iReady Reading Assessment:  For English Learners, 100% of the scholars should meet their Annual Typical Growth Goal, 80% of the scholars should make their Annual Stretch Goals, and 100% should have an improved placement.	
4.2	iReady Mathematics Assessments for Grades K-6 (Disaggregated by English Learners)	Because of the smaller sample of English Learners (57 scholars), schoolwide English Learner data will be	Because of the smaller sample of English Learners (53 scholars), schoolwide English		For 2026-2027 EOY iReady Mathematics Assessment:	

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		<p>used to establish the baseline for growth.</p> <p>All Grade Levels -- English Learners 65% Met Typical Growth Goal 28% Met Stretch Goal</p>	<p>Learner data will be used to establish the baseline for growth.</p> <p>All Grade Levels -- English Learners 43% Met Typical Growth Goal 17% Met Stretch Goal</p>		<p>For English Learners, 100% of the scholars should meet their Annual Typical Growth Goal, 80% of the scholars should make their Annual Stretch Goals, and 100% should have an improved placement.</p>	
4.3	SBAC English Language Arts Assessment for Grades 3-6 (Disaggregated by English Learners)	<p>Based on the 2023–2024 SBAC results, English Learners performed as follows:</p> <p>29% met or exceeded the standard in ELA.</p> <p>71% nearly met or did not meet the standard in ELA.</p>	<p>Based on the 2024–2025 SBAC results, English Learners performed as follows:</p> <p>36% met or exceeded the standard in ELA.</p> <p>64% nearly met or did not meet the standard in ELA.</p>		<p>For the 2026-2027 EOY SBAC English Language Assessment for Grades 3-6, the goal is to at least match the performance of the State of California for English Learners.</p>	
4.4	SBAC for English Language Arts Assessment for Grades 3-6 (Disaggregated by Reclassified English Learners)	<p>Based on the 2023–2024 SBAC results, Reclassified English Learners performed as follows:</p> <p>74% met or exceeded the standard in ELA.</p>	<p>Based on the 2024–2025 SBAC results, Reclassified English Learners performed as follows:</p>		<p>For the 2026-2027 EOY SBAC English Language Arts Assessment for Grades 3-6, Reclassified English Learners should be proficient or</p>	

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		26% nearly met or did not meet the standard in ELA.	95% met or exceeded the standard in ELA.  5% nearly met or did not meet the standard in E56.		advanced in ELA, and this should result in achieving the standard (green level).	
4.5	SBAC Mathematics Assessment for Grades 3-6 (Disaggregated by English Learners)	Based on the 2023–2024 SBAC results, English Learners performed as follows:  25% met or exceeded the standard in math.  75% nearly met or did not meet the standard in math.	Based on the 2024–2025 SBAC results, English Learners performed as follows:  20% met or exceeded the standard in math.  80% nearly met or did not meet the standard in math.		For the 2026-2027 EOY SBAC Mathematics Assessment for Grades 3-6, the goal is to at least match the performance of the State of California for English Learners.	
4.6	SBAC Mathematics Assessment for Grades 3-6 (Disaggregated by Reclassified English Learners)	Based on the 2023–2024 SBAC results, English Learners performed as follows:  56% met or exceeded the standard in math.  43% nearly met or did not meet the standard in math.	Based on the 2024–2025 SBAC results, Reclassified English Learners performed as follows:  85% met or exceeded the standard in math.  15% nearly met or did not meet the standard in math.		For the 2026-2027 EOY SBAC Mathematics Assessment for Grades 3-6, Reclassified English Learners should be proficient or advanced in Mathematics, and this should result in achieving the standard (green level).	

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
4.7	Student English Language Acquisition Results from Summative ELPAC	Based on the 2023-2024 English Learner Progress Indicator (ELPI), the following percentages were reported for the 57 English Learners:  11% Decreased at least one ELPI Level 51% Maintained ELPI Level 36% Progressed at least one ELPI Level	Based on the 2024-2025 English Learner Progress Indicator (ELPI), the following percentages were reported for the 50 English Learners:  X% Decreased at least one ELPI Level X% Maintained ELPI Level X% Progressed at least one ELPI Level		Based on 2026-2027 English Learner Progress Indicator (ELPI), the following percentages are anticipated:  0% Decreased at least one ELPI Level 20% Maintained ELPI Level 80% Progressed at least one ELPI Level	

## Goal Analysis [2025-26]

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

There were no substantive differences in planned actions and actual implementation of these actions. We did find the online version of GLAD Trainings were not as effective in evoking changes in practices with English Learners as we had hoped.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

There were no materials differences.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

We did determine growth in our English Learners progress in English language arts, as well as mathematics.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

We need to be more consistent in terms of when we redesignate our scholars to avoid data distortions.

**A report of the Total Estimated Actual Expenditures for last year’s actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year’s actions may be found in the Contributing Actions Annual Update Table.**

## Actions

Action #	Title	Description	Total Funds	Contributing
4.1	Instructional Materials to Support English Learners during small group, designated ELD	English Learners receive 30 minutes of small group, designated ELD instruction on a daily basis, and teachers request specific materials to support their instruction, including charts, realia, bilingual books, computer programs, etc. Per classroom, the allocated budget is \$1,000, or \$13,000 total.	\$12,076.43	Yes
4.2	Professional Development for Teaching English Learners	Our instructional staff continue to seek out effective pedagogy to meet the needs of English Learners at all grade levels.	\$6,206.00	Yes
4.3	Parent/Guardian Workshops to Support English Language Development at Home	Parent/guardian workshops to support English Language Development at home will be provided by the TOSAs and instructional support staff. Costs associated with the workshops will primarily involve materials for home use, snacks, and child care.	\$0.00	Yes
4.4	Parent/Guardian ESL Classes	While there are a number of ESL classes in the area, having VMCS parents learn English together has benefits in terms of peer support and community building. Therefore, VMCS will provide ESL support to parents through both computer and personalized approach.	\$0.00	Yes

# Goals and Actions

## Goal

Goal #	Description	Type of Goal
5	Help scholars discover their interests and talents and transform them into strengths through character development and mentoring by coordinating field trips, GATE mentoring, P.E. Programs, Project-Based Learning, and after-school programming and electives (VAPA, STEAM, and Life Skills).	Broad Goal

State Priorities addressed by this goal.

- Priority 1: Basic (Conditions of Learning)
- Priority 2: State Standards (Conditions of Learning)
- Priority 3: Parental Involvement (Engagement)
- Priority 4: Pupil Achievement (Pupil Outcomes)
- Priority 5: Pupil Engagement (Engagement)
- Priority 6: School Climate (Engagement)
- Priority 7: Course Access (Conditions of Learning)
- Priority 8: Other Pupil Outcomes (Pupil Outcomes)

An explanation of why the LEA has developed this goal.

VMCS focuses on the development of our scholars' strengths. At the elementary-school level, this entails having our scholars experience many forms of enrichment during the day and outside of school.

## Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
5.1	Physical Fitness Test Scores	Based on Gr. 5 2023-2024 Data:  * Aerobic Capacity (Pacer Test) -- 84% * Abdominal Strength (Curl Up)-- 86%	Based on Gr. 5 2024-2025 Data:  * Aerobic Capacity (Pacer Test) -- 87%		Based on the Gr. 5 2026-2027 Data:  * Aerobic Capacity (Pacer Test) -- Equal to/Greater than 80%	

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		<ul style="list-style-type: none"> <li>* Trunk Extensor Strength -- 96%</li> <li>* Upper Body Strength (Push Up) -- 64%</li> <li>* Flexibility -- 71%</li> </ul>	<ul style="list-style-type: none"> <li>* Abdominal Strength (Curl Up)- 90%</li> <li>* Trunk Extensor Strength -- 100%</li> <li>* Upper Body Strength (Push Up) -- 62%</li> <li>* Flexibility -- 77%</li> </ul>		<ul style="list-style-type: none"> <li>* Abdominal Strength (Curl Up) -- Equal to/Greater than 80%</li> <li>* Trunk Extensor Strength -- Equal to/Greater than 80%</li> <li>* Upper Body Strength (Push Up) -- Equal to/Greater than 80%</li> <li>* Flexibility -- Equal to/Greater than 80%</li> </ul>	
5.2	Project-Based Learning Data	<p>For 2023-2024, the number of PBL projects that were completed per each grade level was at least three:</p> <ul style="list-style-type: none"> <li>* Grade TK -- Yes</li> <li>* Grade K -- Yes</li> <li>* Grade 1 -- Yes</li> <li>* Grade 2 -- Yes</li> <li>* Grade 3 -- Yes</li> <li>* Grade 4 -- Yes</li> <li>* Grade 5 -- Yes</li> <li>* Grade 6 -- Yes</li> </ul>	<p>For 2024-2025, the number of PBL projects that were completed per each grade level was at least two:</p> <ul style="list-style-type: none"> <li>* Grade TK -- Yes</li> <li>* Grade K -- Yes</li> <li>* Grade 1 -- Yes</li> <li>* Grade 2 -- Yes</li> <li>* Grade 3 -- Yes</li> <li>* Grade 4 -- Yes</li> <li>* Grade 5 -- Yes</li> <li>* Grade 6 -- Yes</li> </ul> <p>For the 2024 - 2025 school year, the expectation was shifted from</p>		<p>For 2026-2027, the number of PBL projects that will be completed per each grade level was at least three:</p> <ul style="list-style-type: none"> <li>* Grade TK -- Yes</li> <li>* Grade K -- Yes</li> <li>* Grade 1 -- Yes</li> <li>* Grade 2 -- Yes</li> <li>* Grade 3 -- Yes</li> <li>* Grade 4 -- Yes</li> <li>* Grade 5 -- Yes</li> <li>* Grade 6 -- Yes</li> </ul>	

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
			<p>three projects to two. The reason for this was to give teacher the space to expand their projects to reach the gold standard of PBL. This included the requirement that every project was required to have real world application. Teacher were asked to do a short term project and a long term project. For the 2025 - 2026 school year, the expectation will go back to three projects per class, per year.</p>			
5.3	Field Trip Evaluations	<p>No baseline data collected for 2023-2024. Surveying the teachers after each field trip will be initiated in 2024-2025.</p>	<p>Although a formal documentation process was not in place, verbal debriefs occurred after each field trip between the classroom teacher and the field trip coordinator. These discussions included:</p>		<p>For 2026-2027, we would like the attending staff to respond with 85% Agree/Strongly in the following areas for each of their grade level's field trips:</p> <p>* The field trip was aligned curricularly</p>	

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
			<p>* Potential changes or adjustments for future implementation</p> <p>* Alignment of the field trip with curriculum goals and recommendations for improvement</p> <p>* Staff performance and support during the trip</p> <p>* Overall experience and effectiveness of the trip</p> <p>This year, feedback was received noting the following overall trends:</p> <p>To formalize and streamline the reflection process, the field trip coordinator—working in collaboration with</p>		<p>with the grade level.</p> <p>* The scholars were prepared well for the field trip.</p> <p>* The docents/guides were well-versed in the content.</p> <p>* The field trip engaged the scholars in actively learning.</p> <p>* The scholars were debriefed effectively by the teacher.</p> <p>* This is a field trip that should be repeated in the next year.</p>	

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
			the assistant director—will introduce a standardized Google Forms survey. Each classroom teacher will be expected to complete the survey within one week of conducting a field trip.			
5.4	GATE Program Survey	<p>GATE scholars (16) responded to survey questions, with the following results:</p> <ul style="list-style-type: none"> <li>* Did you enjoy the 1st trimester project? -- 100% Yes</li> <li>* Did you enjoy the 2nd trimester project? -- 100% Yes</li> <li>* Did you enjoy the 3rd trimester project -- 93.8% Yes</li> <li>* Did you enjoy the community service project -- 100% Yes</li> </ul>	The GATE scholars did not complete a survey for the 2024-2025 school year. It will be implemented during the 2026-2027 school year.		For 2026-2027, we would like to sustain the high level of responses from our GATE scholars in the range of 95%-100%.	
5.5	ASES Survey	22 of our 34 staff members responded to the ASES Survey, with the following results for Agree/Strongly Agree:	6 of our 20 certificated staff members responded to the ASES Survey, with the following		For 2026-2027, survey results will be 90% or above for Agree/Strongly Agree.	

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		<ul style="list-style-type: none"> <li>* Creates an environment where scholars are safe and supported -- 86.4%</li> <li>* Scholars build skills in a variety of subjects -- 90.9%</li> <li>* Provides an active and engaging learning environment -- 95.4%</li> <li>* Scholars gain and use leadership skills -- 77.2%</li> <li>* Opportunities for collaborative partnerships -- 81.8%</li> <li>* Quality staff -- 95.4%</li> <li>* Adequate program management -- 86.3%</li> <li>* Increase in STEAM skills -- 81.8%</li> <li>* Increase in ELA skills -- 72.7%</li> <li>* SEL skills and support -- 50%</li> </ul>	<ul style="list-style-type: none"> <li>results for Agree/Strongly Agree:</li> <li>* Creates an environment where scholars are safe and supported -- 100%</li> <li>* Scholars build skills in a variety of subjects -- 100%</li> <li>* Provides an active and engaging learning environment -- 100%</li> <li>* Scholars gain and use leadership skills -- 83.3%%</li> <li>* Opportunities for collaborative partnerships -- 83.3%</li> <li>* Quality staff -- 100%</li> <li>* Adequate program management -- 100%</li> <li>* Increase in STEAM skills -- 83.3%</li> <li>* Increase in ELA skills -- 16.7%</li> <li>* SEL skills and support -- 66.7%</li> </ul>			

## Goal Analysis [2025-26]

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

There were no substantive differences in planned actions and actual implementation of these actions. Our after-school programming with electives on Mondays, Wednesdays, and Fridays and PBL on Tuesdays and Thursdays is an effective approach, and has resulted in an over-subscription to the program. We did attempt to hold Saturday sessions using ELOP funds and determined it was not a good scheduling match for our families.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

There was not a material difference between budgeted expenditures and estimated actual expenditures.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

Our scholars continue to improve their physical fitness through our classes, as well as various offerings in sports.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

We will continue on our current path, but will always be open to refinements.

**A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.**

## Actions

Action #	Title	Description	Total Funds	Contributing
5.1	P.E./VAPA Classes	For a total of 90 minutes per week, a P.E. teacher will work with each class. For a total of 90 minutes per week, a VAPA Specialist in the area of music appreciation and visual arts will work with each class. For an additional 45 minutes, a TOSA will work with each class on digital citizenship and technology skills. This also serves as preparation/collaboration time for classroom teachers.	\$4,777.00	No

Action #	Title	Description	Total Funds	Contributing
5.2	Field Trips Transportation	Each class will experience one field trip per trimester for a total of three field trips in a school year. While parents/guardians are asked to donate and fund raise to support field trips, funds are set aside to fill any gaps.	\$28,993.00	No
5.3	Field Trips Fees		\$29,007.00	No
5.4	Project-Based Learning (PBL)	With the support of a TOSA in collaboration with the classroom teachers with a focus on PBL implementation, each trimester scholars will be involved in PBL that is cross-curricular in design and includes the essential components of quality PBL, as well as the infusion of the 5 Cs (critical thinking, creativity, communication, collaboration, and community service). Each class is provided a budget, which was indicated in Goals 1 and 2.	\$43,063.64	No
5.5	GATE	Grades 3-6 scholars who have been identified as GATE are provided additional mentoring, including support for a PBL experience of their own choosing.	\$0.00	No
5.6	After-School Electives and PBL	The offering of after-school electives helps our scholars discover their interests and talents and transform them into strengths through mentoring and character development. Additionally, there will be after-school electives. The salary of the coordination was included in Goal 1. The remaining funds to support the program are included here.	\$55,886.00	No
5.7	Summer Academy	Each summer, VMCS offers two Summer Academy sessions. The first session focuses on English Language Arts, and the second session focuses on Mathematics. There is also an after-school program, as well as field trips. Additionally, there will be a Winter Academy in 2026.	\$284,830.50	No
5.8	Special Events	There are a number of special and memorable school events, including Snow Day and the Labrador Gala. Although these events are mostly paid for by F.A.S.T., school funds are used to support the Snow Day.	\$8,473.00	No

Action #	Title	Description	Total Funds	Contributing
<b>5.9</b>	School Uniforms	School uniforms are provided to any families who cannot afford them, which primarily involves scholars who are Foster Youth and/or Low Income.	\$2,706.00	Yes

# Goals and Actions

## Goal

Goal #	Description	Type of Goal
6	VMCS runs an effective, efficient, and safe school operation through the use of internal and external resources. While these expenditures have not been included in past LCAPs, they are provided here for great transparency in the use of funds provided to our school.	Broad Goal

State Priorities addressed by this goal.

Priority 1: Basic (Conditions of Learning) Priority 6: School Climate (Engagement)
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An explanation of why the LEA has developed this goal.

For full budgetary transparency, all expenditures not covered in Goals 1-5 are included in Goal 6.
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## Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
6.1	Budgetary Reports Demonstrating Fiscal Solvency	Balanced Budget with Strong Reserves	Balanced Budget with Strong Reserves		Continued Balanced Budget	
6.2	Facility Inspection Tool (FIT)	Facility Passed the Inspection using FIT	Facility Passed the Inspection using FIT		Continued Facility Passing using FIT	
6.3	Computer:Scholar Ratio	1:1 Ratio	1:1 Ratio		Continued 1:1 Ratio	

## Goal Analysis [2025-26]

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

Budget soundness continues to be a strength of VMCS.
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An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

The differences were not substantial.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

The budget continues to be sound, and we have a strong reserve.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

We know that with our location in a temporary site while we await the modernization of our newly purchased building, there will be unexpected expenses, and we are fortunate that we have reserves.

**A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.**

## Actions

Action #	Title	Description	Total Funds	Contributing
6.1	Noninstructional Materials and Supplies	Noninstructional Materials and Supplies	\$16,274.00	No
6.2	School Uniforms	School Uniforms	\$21,444.00	No
6.3	Custodial Supplies	Custodial Supplies	\$24,266.00	No
6.4	Office Supplies	Office Supplies	\$3,746.00	No
6.5	Noncapitalized Equipment	Noncapitalized Equipment	\$40,232.00	No
6.6	Classroom Furniture	Classroom Furniture	\$63,383.26	No

Action #	Title	Description	Total Funds	Contributing
<b>6.7</b>	Computers and Computer Equipment	Computers and Computer Equipment	\$63,383.26	No
<b>6.8</b>	Food	Food	\$6,259.00	No
<b>6.9</b>	District Oversight Fees	District Oversight Fees	\$54,459.33	No
<b>6.10</b>	Health Screening Services		\$1,626.00	No
<b>6.11</b>	Dues and Memberships	Dues and Memberships	\$28,587.00	No
<b>6.12</b>	Subscriptions	Subscriptions	\$33,181.00	No
<b>6.13</b>	Licenses and Fees	Licenses and Fees	\$57,477.00	No
<b>6.14</b>	Other Insurance	Other Insurance	\$212,849.00	No
<b>6.15</b>	Operations and Housekeeping Services	Operations and Housekeeping Services	\$3,283.00	No
<b>6.16</b>	Janitorial & Gardening Services	Janitorial & Gardening Services	\$21,750.00	No
<b>6.17</b>	Security	Security	\$22,146.00	No
<b>6.18</b>	Technology Services	Technology Services	\$9,429.00	No

Action #	Title	Description	Total Funds	Contributing
<b>6.19</b>	Equipment Lease	Equipment Lease and Operating	\$29,881.00	No
<b>6.20</b>	Rent, Parking, Other Occupancy	Rent, Parking, Other Occupancy	\$224,204.00	No
<b>6.21</b>	Utilities	Utilities	\$71,410.00	No
<b>6.22</b>	Repairs	Repairs	\$105,171.00	No
<b>6.23</b>	Consulting Services/Operating Expenditures	Consulting Services/Operating	\$110,072.00	No
<b>6.24</b>	Accounting	Accounting	\$16,814.00	No
<b>6.25</b>	Business Services	Business Services	\$179,715.79	No
<b>6.26</b>	Investment Fees		\$1,727.00	No
<b>6.27</b>	Bank Charges	Bank Charges	\$3,316.00	No
<b>6.28</b>	Payroll Fees	Payroll Fees	\$19,201.00	No
<b>6.29</b>	Legal	Legal	\$49,994.00	No

Action #	Title	Description	Total Funds	Contributing
<b>6.30</b>	Fingerprinting	Fingerprinting	\$3,867.00	No
<b>6.31</b>	Translation and Interpretation	Translation and Interpretation	\$1,925.00	Yes
<b>6.32</b>	Recruitment/Advertising	Recruitment/Advertising	\$6,620.00	No
<b>6.33</b>	Staff Recruitment	Staff Recruitment	\$157.00	No
<b>6.34</b>	Website Development/Maintenance	Website Development/Maintenance	\$7,295.00	No
<b>6.35</b>	Software	Software	\$2,167.00	No
<b>6.36</b>	Postage, Shipping, Delivery	Postage, Shipping, Delivery	\$915.00	No
<b>6.37</b>	Printing and Copying	Printing and Copying	\$1,867.00	No
<b>6.38</b>	Telephone and Telecommunications	Telephone and Telecommunications	\$24,172.00	No
<b>6.39</b>	Internet Services	Internet Services	\$6,682.00	No
<b>6.40</b>	Fundraising	Fundraising	\$314.00	
<b>6.41</b>		Student Information System		



# Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students [2026-27]

Total Projected LCFF Supplemental and/or Concentration Grants	Projected Additional 15 percent LCFF Concentration Grant
\$\$1,245,037	\$

## Required Percentage to Increase or Improve Services for the LCAP Year

Projected Percentage to Increase or Improve Services for the Coming School Year	LCFF Carryover — Percentage	LCFF Carryover — Dollar	Total Percentage to Increase or Improve Services for the Coming School Year
29.637%	0.000%	\$0.00	29.637%

The Budgeted Expenditures for Actions identified as Contributing may be found in the Contributing Actions Table.

## Required Descriptions

### LEA-wide and Schoolwide Actions

For each action being provided to an entire LEA or school, provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) for whom the action is principally directed, (2) how the action is designed to address the identified need(s) and why it is being provided on an LEA or schoolwide basis, and (3) the metric(s) used to measure the effectiveness of the action in improving outcomes for the unduplicated student group(s).

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
1.4	<p><b>Action:</b> Social-Emotional Workshops and Support for Parents/Guardians</p> <p><b>Need:</b></p> <ul style="list-style-type: none"> <li>* Parent workshops to manage challenging behaviors at home</li> <li>* English as a Second Language classes</li> <li>* Life skills development -- CPR, first aid, business skills, finances, etc.</li> </ul>	Families facing socioeconomic challenges and providing support to English Learners and/or Foster Youth typically require additional resources from a community school. This includes parent training and family coaching, as well as child care and meals to remove barriers to attending parent trainings. Rather than select the parents who would benefit from this support, which could feel uncomfortable to some parents, the workshops need to be open to all parents. However, certain	<ul style="list-style-type: none"> <li>* Attendance Sheets</li> <li>* Exit Surveys and Interviews</li> </ul>

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	<ul style="list-style-type: none"> <li>* Child care to support meeting attendance</li> <li>* Food to support meeting attendance</li> </ul> <p><b>Scope:</b> LEA-wide Schoolwide</p>	<p>parents will be persuaded to attend if the school staff believes it would be beneficial for all parents.</p>	
<p><b>1.7</b></p>	<p><b>Action:</b> General Education Counselor</p> <p><b>Need:</b> Although we do not have many scholars falling under the category of Foster Youth, many of our scholars are English Learners and the majority of our scholars are from socioeconomically disadvantaged families. The stressors they experience tend to be greater than the general population. Therefore, more support from the counselor tends to be needed.</p> <p><b>Scope:</b> LEA-wide Schoolwide</p>	<p>The unduplicated scholars receiving counseling support will benefit from the additional support. Some of the counseling support is provided in a group setting, which includes scholars who do not fall into the unduplicated scholar count.</p>	<p>Log of services provided in an individual and small group setting and classroom SEL support.</p>
<p><b>1.10</b></p>	<p><b>Action:</b> Community Liaison</p> <p><b>Need:</b> Many parents/guardians who are struggling socioeconomically and supporting scholars who are English Learners and/or Foster Youth feel overwhelmed when it comes to supporting their scholars' education and social-emotional needs. While this is addressed in a separate</p>	<p>Although the community liaison will provide support to all parents/guardians, s/he will be aware of and provide additional support to families who are struggling socioeconomically and who have scholars who are English Learners and/or Foster Youth.</p>	<ul style="list-style-type: none"> <li>* Contact Logs</li> <li>* Survey of quality of Support</li> </ul>

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	<p>action (1.4), having a community liaison to support families and the implementation of the California Community Schools and Partnership Program will improve our outreach to families in need.</p> <p><b>Scope:</b> LEA-wide Schoolwide</p>		
1.15	<p><b>Action:</b> Instructional Assistants -- General Education</p> <p><b>Need:</b> Scholars with socioeconomic challenges, limited English, and/or foster identification typically require additional academic and/or social-emotional support.</p> <p><b>Scope:</b> LEA-wide Schoolwide</p>	<p>Because each of our classrooms serves a large number of socioeconomically challenged scholars and English Learners, providing instructional assistant support on a schoolwide basis is more effective and efficient. We are a school in which the majority of our enrollment is comprised of scholars belonging to an identified student group.</p>	<p>Academic growth data in English-language arts, mathematics, and science will be analyzed, as well as growth in English acquisition for English Learners.</p>
1.23	<p><b>Action:</b> Teachers on Special Assignment (TOSAs)</p> <p><b>Need:</b> A number of scholars continue to struggle academically, particularly in English Language Arts. Additionally, our English Learners need to receive additional support to avoid being classified as Long-Term English Learners in Grade 5. The TOSAs provide additional support with small group instruction, with a</p>	<p>Because we are a school-wide Title 1 Program with approximately 73.4% Socioeconomically Disadvantaged and 23.7% English Learners, providing support to these subgroups is most effective and efficient if they are implemented schoolwide.</p>	<ul style="list-style-type: none"> <li>* Growth in ELA metrics</li> <li>* Growth in English acquisition</li> <li>* Rate of redesignation</li> </ul>

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	<p>focus on English Language Arts and designated English Language Development.</p> <p><b>Scope:</b> LEA-wide Schoolwide</p>		
1.26	<p><b>Action:</b> Coordinator for Community School</p> <p><b>Need:</b> Many parents/guardians who are struggling socioeconomically and supporting scholars who are English Learners and/or Foster Youth feel overwhelmed when it comes to supporting their scholars' education and social-emotional needs. While this is addressed in a separate action (1.4), having a coordinator to support families and the implementation of the California Community Schools and Partnership Program will improve our outreach to families in need.</p> <p><b>Scope:</b> LEA-wide Schoolwide</p>	<p>Although the coordinator will provide support to all parents/guardians, s/he will be aware of and provide additional support to families who are struggling socioeconomically and who have scholars who are English Learners and/or Foster Youth.</p>	<ul style="list-style-type: none"> <li>* Contact logs</li> <li>* Calendar of activities and attendance</li> <li>* Yearly survey of grant implementation and effectiveness</li> </ul>
2.5	<p><b>Action:</b> Additional Instructional Resources for English Language Arts</p> <p><b>Need:</b> Many of our English Learners and Low Income scholars struggle with grade level text. To provide support for differentiated instruction,</p>	<p>While the materials will be purchased to meet the needs of English Learners and low income scholars, other scholars will have access to the materials.</p>	<ul style="list-style-type: none"> <li>* Improved scores on i-Ready assessments</li> <li>* Improved scores on SBAC for English language arts</li> </ul>

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	<p>teachers are encouraged to purchase materials that may better meet the needs of individual scholars.</p> <p><b>Scope:</b> LEA-wide Schoolwide</p>		
<p><b>2.7</b></p>	<p><b>Action:</b> Professional Development for Instructional Staff</p> <p><b>Need:</b> Our teachers needs to continuously explore how to better meet the needs of scholars who are struggling in English language arts in reading and writing. For this reason, staff members will be offered opportunities to attend professional development.</p> <p><b>Scope:</b> LEA-wide Schoolwide</p>	<p>While the focus is learning more effective pedagogy to support English Learners and low income scholars, the approach will ultimately benefit all in the classroom.</p>	<p>* Improved iReady reading scores. * Improved SBAC reading scores.</p>
<p><b>3.2</b></p>	<p><b>Action:</b> Additional Instructional Resources for Mathematics</p> <p><b>Need:</b> Our scholars need more hands-on experiences when learning mathematics, especially our English Learners and low income scholars.</p>	<p>Although additional manipulatives will greatly benefit our English Learners and low income scholars, other scholars will also have access to the materials.</p>	<p>* iReady improves scores in mathematics * SBAC improves scores in mathematics</p>

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	<b>Scope:</b> LEA-wide Schoolwide		
3.4	<b>Action:</b> Professional Development to Support Effective Mathematics Instruction  <b>Need:</b> Our subgroups, especially our English Learners and Low Income scholars, are struggling to find mathematics to be meaningful. We hope that with training in CGI, we will be able to engage our scholars more during mathematics lessons.  <b>Scope:</b> LEA-wide Schoolwide	While the focus of this CGI professional development is on our English Learners and low income scholars, we know all scholars will end up benefitting by the teachers' implementation of new strategies for making mathematics meaningful.	* i-Ready Math Scores disaggregated by subgroups * SBAC Math Scores disaggregated by subgroups

### **Limited Actions**

For each action being solely provided to one or more unduplicated student group(s), provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) being served, (2) how the action is designed to address the identified need(s), and (3) how the effectiveness of the action in improving outcomes for the unduplicated student group(s) will be measured.

Goal and Action #	Identified Need(s)	How the Action(s) are Designed to Address Need(s)	Metric(s) to Monitor Effectiveness
4.1	<b>Action:</b> Instructional Materials to Support English Learners during small group, designated ELD  <b>Need:</b>	VMCS has not found an ELD Program that effectively meets the needs of our scholars for the small group, designated ELD block. Therefore, teachers will be given a budget to purchase any needed instructional materials to meet the needs of their English Learners.	* ELA growth as measured by the iReady data * ELA growth as measure by the SBAC ELA

Goal and Action #	Identified Need(s)	How the Action(s) are Designed to Address Need(s)	Metric(s) to Monitor Effectiveness
	<p>English Learners require additional materials to help them with their English acquisition during small group, designated ELD. While the VMCS data is demonstrating stronger than State growth in making progress towards English language proficiency, we want to maintain and accelerate the current momentum.</p> <p><b>Scope:</b> Limited to Unduplicated Student Group(s)</p>		<p>* California Dashboard data based on Summative ELPAC data</p>
<p><b>4.2</b></p>	<p><b>Action:</b> Professional Development for Teaching English Learners</p> <p><b>Need:</b> Teachers continue to seek effective instructional resources and strategies to meet the needs of English Learners.</p> <p><b>Scope:</b> Limited to Unduplicated Student Group(s)</p>	<p>While our scholars make strong progress in English language acquisition, they often get "stuck" at Below Basic on various assessment measures. Professional development for all teachers is needed. Project GLAD is one area in which many staff members have been trained, but there may be a need to better activate this training.</p>	<p>* ELA growth as measured by the iReady data * ELA growth as measure by the SBAC ELA * California Dashboard data based on Summative ELPAC data</p>
<p><b>4.3</b></p>	<p><b>Action:</b> Parent/Guardian Workshops to Support English Language Development at Home</p> <p><b>Need:</b> Parents/guardians of English Learners have asked for workshops on how to help their scholars academically.</p> <p><b>Scope:</b> Limited to Unduplicated Student Group(s)</p>	<p>Through parent/guardian workshops, English learners will get additional support and motivation at home with their parents' engagement.</p>	<p>* ELA growth as measured by the iReady data * ELA growth as measure by the SBAC ELA * California Dashboard data based on Summative ELPAC data * Surveys of parents of English Learners</p>

Goal and Action #	Identified Need(s)	How the Action(s) are Designed to Address Need(s)	Metric(s) to Monitor Effectiveness
4.4	<p><b>Action:</b> Parent/Guardian ESL Classes</p> <p><b>Need:</b> Parents/guardians have expressed a desire to improve their skills in English.</p> <p><b>Scope:</b> Limited to Unduplicated Student Group(s)</p>	Parents/guardians will be more equipped to support their scholars if they improve their mastery of English.	<ul style="list-style-type: none"> <li>* ELA growth as measured by the iReady data</li> <li>* ELA growth as measure by the SBAC ELA</li> <li>* California Dashboard data based on Summative ELPAC data</li> <li>* Surveys of parents of English Learners</li> </ul>
5.9	<p><b>Action:</b> School Uniforms</p> <p><b>Need:</b> School uniforms will be provided to families who cannot afford to purchase them.</p> <p><b>Scope:</b> Limited to Unduplicated Student Group(s)</p>	This provides a sense of inclusiveness for impacted scholars.	The only metric is the yearly cost for providing this support.
6.31	<p><b>Action:</b> Translation and Interpretation</p> <p><b>Need:</b> Families who do not speak English need to have access to all school-related information. While the bilingual staff is typically sufficient to meet this need, at times we need to bring in a professional translator for more complex issues.</p> <p><b>Scope:</b> Limited to Unduplicated Student Group(s)</p>	Typically, the need is English/Spanish translation.	Log of when translation support (oral or written) is brought in for a family.

For any limited action contributing to meeting the increased or improved services requirement that is associated with a Planned Percentage of Improved Services in the Contributing Summary Table rather than an expenditure of LCFF funds, describe the methodology that was used to determine the contribution of the action towards the proportional percentage, as applicable.

**Additional Concentration Grant Funding**

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

Vibrant Minds Charter School is a one-school district, so this section is not applicable to us.

<b>Staff-to-student ratios by type of school and concentration of unduplicated students</b>	Schools with a student concentration of 55 percent or less	Schools with a student concentration of greater than 55 percent
Staff-to-student ratio of classified staff providing direct services to students		
Staff-to-student ratio of certificated staff providing direct services to students		

# 2026-27 Total Planned Expenditures Table

LCAP Year	1. Projected LCFF Base Grant (Input Dollar Amount)	2. Projected LCFF Supplemental and/or Concentration Grants (Input Dollar Amount)	3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1)	LCFF Carryover — Percentage (Input Percentage from Prior Year)	Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %)
Totals	\$4,200,896	\$1,245,037	29.637%	0.000%	29.637%

Totals	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Total Personnel	Total Non-personnel
Totals	\$5,157,698.00	\$1,111,503.96	\$0.00	\$166,088.74	\$6,435,290.70	\$3,366,988.96	\$3,068,301.74

Goal #	Action #	Action Title	Student Group(s)	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Time Span	Total Personnel	Total Non-personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Planned Percentage of Improved Services
1	1.1	Attendance/Punctuality Incentives, Consequences, and Recognition	All	No			All Schools Specific Schools: Vibrant Minds Charter School Grades TK-6	August 18, 2025-June 12, 2026	\$0.00	\$6,786.00		\$6,786.00			\$6,786.00	
1	1.2	School Attendance Review Team (SART) and School Attendance Review Board (SARB) Implementation	All	No			All Schools Specific Schools: Vibrant Minds Charter School Grades TK-6	August 18, 2025-June 12, 2026	\$0.00	\$0.00	\$0.00				\$0.00	
1	1.3	Positive Behavioral Interventions and Supports (PBIS) Program -- Reward System	All	No			All Schools Specific Schools: Vibrant Minds Charter School Grades TK-6	August 18, 2025-June 12, 2026	\$0.00	\$5,779.00		\$5,779.00			\$5,779.00	
1	1.4	Social-Emotional Workshops and Support for Parents/Guardians	English Learners Foster Youth Low Income	Yes	LEA-wide School wide	English Learners Foster Youth Low Income	All Schools Specific Schools: Vibrant Minds Charter School	August 18, 2025-June 12, 2026	\$50,000.00	\$0.00				\$50,000.00	\$50,000.00	

Goal #	Action #	Action Title	Student Group(s)	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Time Span	Total Personnel	Total Non-personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Planned Percentage of Improved Services
							Grades TK-6									
1	1.5	Social-Emotional Professional Development and Support for Staff	All	No			All Schools Specific Schools: Vibrant Minds Charter School Grades TK-6	August 18, 2025-June 12, 2026	\$25,000.00	\$0.00				\$25,000.00	\$25,000.00	
1	1.6	Guest Speakers/Performances with an Emphasis on Self-Acceptance and Acceptance of Others	All	No			All Schools Specific Schools: Vibrant Minds Charter School Grades TK-6	August 18, 2025-June 12, 2026	\$10,000.00	\$0.00				\$10,000.00	\$10,000.00	
1	1.7	General Education Counselor	English Learners Foster Youth Low Income	Yes	LEA-wide School wide	English Learners Foster Youth Low Income	All Schools Specific Schools: Vibrant Minds Charter School Vibrant Minds Charter School Grades TK-6 Grades TK-6	July 1, 2025-June 30, 2026	\$0.00	\$70,000.00	\$70,000.00				\$70,000.00	
1	1.8	School Psychologist	Students with Disabilities	No			All Schools Specific Schools: Vibrant Minds Charter School Grades TK-6	July 1, 2025-June 30, 2026	\$83,000.00	\$0.00		\$83,000.00			\$83,000.00	
1	1.9	Bilingual Office Support	All	No			All Schools Specific Schools:	July 1, 2025-June 30, 2026	\$116,160.00	\$0.00	\$116,160.00				\$116,160.00	

Goal #	Action #	Action Title	Student Group(s)	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Time Span	Total Personnel	Total Non-personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Planned Percentage of Improved Services
							Vibrant Minds Charter School Grades TK-6									
1	1.10	Community Liaison	English Learners Foster Youth Low Income	Yes	LEA-wide School wide	English Learners Foster Youth Low Income	All Schools Specific Schools: Vibrant Minds Charter School Grades TK-6	July 1, 2025-June 30, 2026	\$42,240.00	\$0.00	\$42,240.00				\$42,240.00	
1	1.11	Meal Clerk	All	No			All Schools Specific Schools: Vibrant Minds Charter School Grades TK-6	July 1, 2025-June 30, 2026	\$21,310.00	\$0.00	\$21,310.00				\$21,310.00	
1	1.12	Custodians	All	No			All Schools Specific Schools: Vibrant Minds Charter School Grades TK-6	July 1, 2025-June 30, 2026 (204 Days Total)	\$56,457.00	\$0.00	\$56,457.00				\$56,457.00	
1	1.13	Maintenance/Repair	All	No				July 1, 2025-June 30, 2026	\$33,456.00	\$0.00	\$33,456.00				\$33,456.00	
1	1.14	Playground Supervisor	All	No			All Schools Specific Schools: Vibrant Minds Charter School Grades TK-6	August 18, 2025-June 12, 2026	\$57,693.00	\$0.00	\$57,693.00				\$57,693.00	
1	1.15	Instructional Assistants - - General Education	English Learners Foster Youth	Yes	LEA-wide School	English Learners Foster Youth	All Schools Specific	July 1, 2025-June 30, 2026	\$349,299.36	\$0.00	\$349,299.36				\$349,299.36	

Goal #	Action #	Action Title	Student Group(s)	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Time Span	Total Personnel	Total Non-personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Planned Percentage of Improved Services
			Low Income		wide	Low Income	Schools: Vibrant Minds Charter School Grades TK-6									
1	1.16	Instructional Assistants - Special Education	Students with Disabilities	No			All Schools Specific Schools: Vibrant Minds Charter School Grades TK-6	July 1, 2025-June 30, 2026	\$0.00	\$150,471.00	\$150,471.00				\$150,471.00	
1	1.17	Physical Education Teacher	All	No			All Schools Specific Schools: Vibrant Minds Charter School Grades TK-6	July 1, 2025-June 30, 2026	\$67,117.00	\$0.00	\$67,117.00				\$67,117.00	
1	1.18	VAPA Specialists (Visual Arts and Music Appreciation)	All	No			All Schools Specific Schools: Vibrant Minds Charter School Grades TK-6	July 1, 2025-June 30, 2026	\$0.00	\$32,329.00		\$32,329.00			\$32,329.00	
1	1.19	Resident Teachers -- General Education	All	No			All Schools Specific Schools: Vibrant Minds Charter School Grades 4-5	July 1, 2025-June 30, 2026	\$80,000.00	\$0.00		\$80,000.00			\$80,000.00	
1	1.20	Resident Teachers -- Special Education	Students with Disabilities	No			All Schools Specific Schools: Vibrant	2026-2027 School Year	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00	

Goal #	Action #	Action Title	Student Group(s)	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Time Span	Total Personnel	Total Non-personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Planned Percentage of Improved Services
							Minds Charter School Grades TK-6									
1	1.21	Classroom Teachers -- General Education	All	No			All Schools Specific Schools: Vibrant Minds Charter School Grades TK-6	July 1, 2025-June 30, 2026	\$1,025,962.00	\$0.00	\$1,025,962.00				\$1,025,962.00	
1	1.22	Special Education Staff	Students with Disabilities	No			All Schools Specific Schools: Vibrant Minds Charter School Grades TK-6	July 1, 2025-June 30, 2026	\$155,709.60	\$0.00		\$123,687.00		\$32,022.60	\$155,709.60	
1	1.23	Teachers on Special Assignment (TOSAs)	English Learners Foster Youth Low Income	Yes	LEA-wide School wide	English Learners Foster Youth Low Income	All Schools Specific Schools: Vibrant Minds Charter School Grades TK-6	July 1, 2025-June 30, 2026	\$256,676.00	\$0.00	\$256,676.00				\$256,676.00	
1	1.24	Teacher on Special Assignment -- Project-Based Learning	All	No			All Schools Specific Schools: Vibrant Minds Charter School Grades TK-6	July 1, 2025-June 30, 2026	\$74,489.00	\$0.00	\$74,489.00				\$74,489.00	
1	1.25	Coordinator for After-School Program	All	No			All Schools Specific Schools: Vibrant Minds Charter	July 1, 2025-June 30, 2026	\$62,000.00	\$0.00		\$62,000.00			\$62,000.00	

Goal #	Action #	Action Title	Student Group(s)	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Time Span	Total Personnel	Total Non-personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Planned Percentage of Improved Services
							School Grades TK-6									
1	1.26	Coordinator for Community School	English Learners Foster Youth Low Income	Yes	LEA-wide School wide	English Learners Foster Youth Low Income	All Schools Specific Schools: Vibrant Minds Charter School Grades TK-6	July 1, 2025-June 30, 2026	\$62,000.00	\$0.00	\$62,000.00				\$62,000.00	
1	1.27	Coordinator for Teacher Residency Program	All Grades TK-6	No			All Schools Specific Schools: Vibrant Minds Charter School Grades TK-6	July 1, 2025-June 30, 2026	\$0.00	\$93,451.00	\$93,451.00				\$93,451.00	
1	1.28	Assistant Director	All	No			All Schools Specific Schools: Vibrant Minds Charter School Grades TK-6	July 1, 2025-June 30, 2026	\$0.00	\$102,771.00	\$102,771.00				\$102,771.00	
1	1.29	Executive Director	All	No			All Schools Specific Schools: Vibrant Minds Charter School Grades TK-6	July 1, 2025-June 30, 2026	\$0.00	\$80,245.00	\$80,245.00				\$80,245.00	
1	1.30	Technology/Media Support	All	No			All Schools Specific Schools: Vibrant Minds Charter School Grades TK-6	July 1, 2025-June 30, 2026	\$0.00	\$50,000.00	\$50,000.00				\$50,000.00	

Goal #	Action #	Action Title	Student Group(s)	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Time Span	Total Personnel	Total Non-personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Planned Percentage of Improved Services
							TK-6									
1	1.31	Student Information System -- Aeries	All	No			All Schools Specific Schools: Vibrant Minds Charter School Grades TK-6	July 1, 2025-June 30, 2026	\$0.00	\$29,519.00	\$29,519.00				\$29,519.00	
1	1.32	Induction Program	All	No			All Schools Specific Schools: Vibrant Minds Charter School Grades TK-6	July 1, 2025-June 30, 2026	\$0.00	\$14,400.00				\$14,400.00	\$14,400.00	
1	1.33	University Classes for Resident Teachers	All	No			Specific Schools: Vibrant Minds Charter School Grades 4-5	July 1, 2025-June 30, 2026	\$0.00	\$50,000.00		\$50,000.00			\$50,000.00	
1	1.34	Stipends for Teacher Leaders/Curriculum Developers						July 1, 2025-June 30, 2026	\$0.00	\$99,850.00	\$99,850.00				\$99,850.00	
1	1.35	Employee Benefits Classified	All	No			All Schools Specific Schools: Vibrant Minds Charter School Grades TK-6	July 1, 2025-June 30, 2026	\$135,508.00	\$0.00	\$135,508.00				\$135,508.00	
1	1.36	Employee Benefits Certificated	All	No			All Schools Specific Schools: Vibrant Minds Charter School Grades	July 1, 2025-June 30, 2026	\$600,987.00	\$0.00	\$600,987.00				\$600,987.00	

Goal #	Action #	Action Title	Student Group(s)	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Time Span	Total Personnel	Total Non-personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Planned Percentage of Improved Services
							TK-6									
2	2.1	Standards-Aligned Instructional Curriculum	All	No			All Schools Specific Schools: Vibrant Minds Charter School TK-6	July 1, 2025-June 30, 2026	\$0.00	\$25,000.00		\$25,000.00			\$25,000.00	
2	2.2	History-Social Science Curriculum	All	No			All Schools Specific Schools: Vibrant Minds Charter School Grades 2-6	July 1, 2025-June 30, 2026	\$0.00	\$21,285.00		\$21,285.00			\$21,285.00	
2	2.3	Science Curriculum	All	No			All Schools Specific Schools: Vibrant Minds Charter School Grades K-6	July 1, 2025-June 30, 2026	\$0.00	\$32,242.00	\$32,242.00				\$32,242.00	
2	2.4	Classroom Libraries	All	No			All Schools Specific Schools: Vibrant Minds Charter School Grades TK-6	July 1, 2025-June 30, 2026	\$0.00	\$8,876.82		\$8,876.82			\$8,876.82	
2	2.5	Additional Instructional Resources for English Language Arts	English Learners Foster Youth Low Income	Yes	LEA-wide School wide	English Learners Foster Youth Low Income	All Schools Specific Schools: Vibrant Minds Charter School Grades TK-6	July 1, 2025-June 30, 2026	\$0.00	\$13,712.43				\$13,712.43	\$13,712.43	

Goal #	Action #	Action Title	Student Group(s)	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Time Span	Total Personnel	Total Non-personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Planned Percentage of Improved Services
2	2.6	Additional Classroom Materials to Support English Language Arts and Project-Based Learning	All	No			All Schools Specific Schools: Vibrant Minds Charter School Grades TK-6	July 1, 2025-June 30, 2026	\$0.00	\$77,421.00	\$77,421.00				\$77,421.00	
2	2.7	Professional Development for Instructional Staff	English Learners Foster Youth Low Income	Yes	LEA-wide School wide	English Learners Foster Youth Low Income	All Schools Specific Schools: Vibrant Minds Charter School Grades TK-6	July 1, 2025-June 30, 2026	\$0.00	\$15,500.00	\$15,500.00				\$15,500.00	
2	2.8	Parent/Guardian Workshops to Support Reading and Writing at Home	All	No			All Schools Specific Schools: Vibrant Minds Charter School Grades TK-6	July 1, 2025-June 30, 2026	\$0.00	\$0.00	\$0.00				\$0.00	
3	3.1	Standards-Aligned Instructional Curriculum	All	No			All Schools Specific Schools: Vibrant Minds Charter School	July 1, 2025-June 30, 2026	\$0.00	\$25,000.00	\$25,000.00				\$25,000.00	
3	3.2	Additional Instructional Resources for Mathematics	English Learners Foster Youth Low Income	Yes	LEA-wide School wide	English Learners Foster Youth Low Income	All Schools Specific Schools: Vibrant Minds Charter School Grades TK-6	July 1, 2025-June 30, 2026	\$0.00	\$9,377.28	\$500.00			\$8,877.28	\$9,377.28	
3	3.3	Additional Classroom Materials to Support Mathematics and Project-Based Learning	All	No			All Schools Specific Schools:	July 1, 2025-June 30, 2026	\$0.00	\$13,000.00	\$13,000.00				\$13,000.00	

Goal #	Action #	Action Title	Student Group(s)	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Time Span	Total Personnel	Total Non-personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Planned Percentage of Improved Services
							Vibrant Minds Charter School Grades TK-6									
3	3.4	Professional Development to Support Effective Mathematics Instruction	English Learners Foster Youth Low Income	Yes	LEA-wide School wide	English Learners Foster Youth Low Income	All Schools Specific Schools: Vibrant Minds Charter School Grades TK-6	July 1, 2025-June 30, 2026	\$0.00	\$15,931.00	\$15,931.00				\$15,931.00	
3	3.5	Parent/Guardian Workshops to Support Mathematics at Home	All	No			All Schools Specific Schools: Vibrant Minds Charter School Grades TK-6	July 1, 2024-June 30, 2025	\$0.00	\$0.00	\$0.00				\$0.00	
4	4.1	Instructional Materials to Support English Learners during small group, designated ELD	English Learners	Yes	Limited to Unduplicated Student Group(s)	English Learners	All Schools Specific Schools: Vibrant Minds Charter School Grades TK-6	July 1, 2025-June 30, 2026	\$0.00	\$12,076.43				\$12,076.43	\$12,076.43	
4	4.2	Professional Development for Teaching English Learners	English Learners	Yes	Limited to Unduplicated Student Group(s)	English Learners	All Schools Specific Schools: Vibrant Minds Charter School Grades TK-6	July 1, 2025-June 30, 2026	\$0.00	\$6,206.00	\$6,206.00				\$6,206.00	
4	4.3	Parent/Guardian Workshops to Support English Language Development at Home	English Learners	Yes	Limited to Unduplicated Student Group(s)	English Learners	All Schools Specific Schools: Vibrant Minds	July 1, 2025-June 30, 2026	\$0.00	\$0.00	\$0.00				\$0.00	10

Goal #	Action #	Action Title	Student Group(s)	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Time Span	Total Personnel	Total Non-personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Planned Percentage of Improved Services
					s)		Charter School Grades TK-6									
4	4.4	Parent/Guardian ESL Classes	English Learners	Yes	Limited to Unduplicated Student Group(s)	English Learners	All Schools Specific Schools: Vibrant Minds Charter School Grades TK-6	July 1, 2025-June 30, 2026	\$0.00	\$0.00	\$0.00				\$0.00	10
5	5.1	P.E./VAPA Classes	All	No			All Schools Specific Schools: Vibrant Minds Charter School Grades TK-6	August 18, 2025-June 12, 2026	\$0.00	\$4,777.00		\$4,777.00			\$4,777.00	
5	5.2	Field Trips Transportation	All	No			All Schools Specific Schools: Vibrant Minds Charter School Grades TK-6	August 18, 2025-June 12, 2026	\$0.00	\$28,993.00	\$28,993.00				\$28,993.00	
5	5.3	Field Trips Fees	All	No			All Schools Specific Schools: Vibrant Minds Charter School Grades TK-6	August 18, 2025-June 12, 2026	\$0.00	\$29,007.00	\$29,007.00				\$29,007.00	
5	5.4	Project-Based Learning (PBL)	All	No			All Schools Specific Schools: Vibrant Minds Charter School	August 18, 2025-June 12, 2026	\$0.00	\$43,063.64		\$43,063.64			\$43,063.64	

Goal #	Action #	Action Title	Student Group(s)	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Time Span	Total Personnel	Total Non-personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Planned Percentage of Improved Services
							Grades TK-6									
5	5.5	GATE	Students with Disabilities GATE	No			All Schools Specific Schools: Vibrant Minds Charter School Grades 3-6	August 18, 2025-June 30, 2026	\$0.00	\$0.00	\$0.00				\$0.00	
5	5.6	After-School Electives and PBL	All	No			All Schools Specific Schools: Vibrant Minds Charter School Grades TK-6	August 18, 2025-June 30, 2026	\$0.00	\$55,886.00		\$55,886.00			\$55,886.00	
5	5.7	Summer Academy	All	No			All Schools Specific Schools: Vibrant Minds Charter School Grades TK-6	July 7- August 8, 2025 and January 5-9, 2026 for a total of 30 days	\$0.00	\$284,830.50		\$284,830.50			\$284,830.50	
5	5.8	Special Events	All	No			All Schools Specific Schools: Vibrant Minds Charter School Grades TK-6	December 2025	\$0.00	\$8,473.00	\$8,473.00				\$8,473.00	
5	5.9	School Uniforms	Foster Youth Low Income	Yes	Limited to Unduplicated Student Group(s)	Foster Youth Low Income	All Schools Specific Schools: Vibrant Minds Charter School Grades	August 18, 2025-June 12, 2026	\$0.00	\$2,706.00	\$2,706.00				\$2,706.00	

Goal #	Action #	Action Title	Student Group(s)	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Time Span	Total Personnel	Total Non-personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Planned Percentage of Improved Services
							TK-6									
6	6.1	Noninstructional Materials and Supplies	All	No			All Schools Specific Schools: Vibrant Minds Charter School Grades TK-6	July 1, 2025-June 30, 2026	\$0.00	\$16,274.00	\$16,274.00				\$16,274.00	
6	6.2	School Uniforms	All	No			All Schools Specific Schools: Vibrant Minds Charter School Grades TK-6	July 1, 2025-June 30, 2026	\$0.00	\$21,444.00	\$21,444.00				\$21,444.00	
6	6.3	Custodial Supplies	All	No			All Schools Specific Schools: Vibrant Minds Charter School Grades TK-6	July 1, 2025-June 30, 2026	\$0.00	\$24,266.00	\$24,266.00				\$24,266.00	
6	6.4	Office Supplies	All	No			All Schools Specific Schools: Vibrant Minds Charter School Grades TK-6	July 1, 2025-June 30, 2026	\$0.00	\$3,746.00	\$3,746.00				\$3,746.00	
6	6.5	Noncapitalized Equipment	All	No			All Schools Specific Schools: Vibrant Minds Charter School Grades TK-6	July 1, 2025-June 30, 2026	\$0.00	\$40,232.00	\$40,232.00				\$40,232.00	

Goal #	Action #	Action Title	Student Group(s)	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Time Span	Total Personnel	Total Non-personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Planned Percentage of Improved Services
6	6.6	Classroom Furniture	All	No			All Schools Specific Schools: Vibrant Minds Charter School Grades TK-6	July 1, 2025-June 30, 2026	\$0.00	\$63,383.26	\$63,383.26				\$63,383.26	
6	6.7	Computers and Computer Equipment	All	No			All Schools Specific Schools: Vibrant Minds Charter School Grades TK-6	July 1, 2025-June 30, 2026	\$0.00	\$63,383.26	\$63,383.26				\$63,383.26	
6	6.8	Food	All	No			All Schools Specific Schools: Vibrant Minds Charter School Grades TK-6	July 1, 2025-June 30, 2026	\$0.00	\$6,259.00	\$6,259.00				\$6,259.00	
6	6.9	District Oversight Fees	All	No			All Schools Specific Schools: Vibrant Minds Charter School Grades TK-6	July 1, 2025-June 30, 2026	\$0.00	\$54,459.33	\$54,459.33				\$54,459.33	
6	6.10	Health Screening Services	All Students with Disabilities	No			All Schools Specific Schools: Vibrant Minds Charter School Grades TK-6	July 1, 2025-June 30, 2026	\$0.00	\$1,626.00	\$1,626.00				\$1,626.00	

Goal #	Action #	Action Title	Student Group(s)	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Time Span	Total Personnel	Total Non-personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Planned Percentage of Improved Services
6	6.11	Dues and Memberships	All	No			All Schools Specific Schools: Vibrant Minds Charter School Grades TK-6	July 1, 2025-June 30, 2026	\$0.00	\$28,587.00	\$28,587.00				\$28,587.00	
6	6.12	Subscriptions	All	No			All Schools Specific Schools: Vibrant Minds Charter School Grades TK-6	July 1, 2025-June 30, 2026	\$0.00	\$33,181.00	\$33,181.00				\$33,181.00	
6	6.13	Licenses and Fees	All	No			All Schools Specific Schools: Vibrant Minds Charter School Grades TK-6	July 1, 2025-June 30, 2026	\$0.00	\$57,477.00	\$57,477.00				\$57,477.00	
6	6.14	Other Insurance	All	No			All Schools Specific Schools: Vibrant Minds Charter School Grades TK-6	July 1, 2025-June 30, 2026	\$0.00	\$212,849.00	\$212,849.00				\$212,849.00	
6	6.15	Operations and Housekeeping Services	All	No			All Schools Specific Schools: Vibrant Minds Charter School Grades TK-6	July 1, 2025-June 30, 2026	\$0.00	\$3,283.00	\$3,283.00				\$3,283.00	

Goal #	Action #	Action Title	Student Group(s)	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Time Span	Total Personnel	Total Non-personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Planned Percentage of Improved Services
6	6.16	Janitorial & Gardening Services	All	No			All Schools Specific Schools: Vibrant Minds Charter School Grades TK-6	July 1, 2025-June 30, 2026	\$0.00	\$21,750.00	\$21,750.00				\$21,750.00	
6	6.17	Security	All	No			All Schools Specific Schools: Vibrant Minds Charter School Grades TK-6	July 1, 2025-June 30, 2026	\$0.00	\$22,146.00	\$22,146.00				\$22,146.00	
6	6.18	Technology Services	All	No			All Schools Specific Schools: Vibrant Minds Charter School Grades TK-6	July 1, 2025-June 30, 2026	\$0.00	\$9,429.00	\$9,429.00				\$9,429.00	
6	6.19	Equipment Lease	All	No			All Schools Specific Schools: Vibrant Minds Charter School Grades TK-6	July 1, 2025-June 30, 2026	\$0.00	\$29,881.00	\$29,881.00				\$29,881.00	
6	6.20	Rent, Parking, Other Occupancy	All	No			All Schools Specific Schools: Vibrant Minds Charter School Grades TK-6	July 1, 2025-June 30, 2026	\$0.00	\$224,204.00		\$224,204.00			\$224,204.00	

Goal #	Action #	Action Title	Student Group(s)	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Time Span	Total Personnel	Total Non-personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Planned Percentage of Improved Services
6	6.21	Utilities	All	No			All Schools Specific Schools: Vibrant Minds Charter School Grades TK-6	July 1, 2025-June 30, 2026	\$0.00	\$71,410.00	\$71,410.00				\$71,410.00	
6	6.22	Repairs	All	No			All Schools Specific Schools: Vibrant Minds Charter School Grades TK-6	July 1, 2025-June 30, 2026	\$0.00	\$105,171.00	\$105,171.00				\$105,171.00	
6	6.23	Consulting Services/Operating Expenditures	All	No			All Schools Specific Schools: Vibrant Minds Charter School Grades TK-6	July 1, 2025-June 30, 2026	\$0.00	\$110,072.00	\$110,072.00				\$110,072.00	
6	6.24	Accounting	All	No			All Schools Specific Schools: Vibrant Minds Charter School Grades TK-6	July 1, 2025-June 30, 2026	\$0.00	\$16,814.00	\$16,814.00				\$16,814.00	
6	6.25	Business Services	All	No			All Schools Specific Schools: Vibrant Minds Charter School Grades TK-6	July 1, 2025-June 30, 2026	\$0.00	\$179,715.79	\$179,715.79				\$179,715.79	
6	6.26	Investment Fees	All	No			All Schools		\$0.00	\$1,727.00	\$1,727.00				\$1,727.00	

Goal #	Action #	Action Title	Student Group(s)	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Time Span	Total Personnel	Total Non-personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Planned Percentage of Improved Services
							Specific Schools: Vibrant Minds Charter School Grades TK-6									
6	6.27	Bank Charges	All	No			All Schools Specific Schools: Vibrant Minds Charter School Grades TK-6	July 1, 2025-June 30, 2026	\$0.00	\$3,316.00	\$3,316.00				\$3,316.00	
6	6.28	Payroll Fees	All	No			All Schools Specific Schools: Vibrant Minds Charter School Grades TK-6	July 1, 2025-June 30, 2026	\$0.00	\$19,201.00	\$19,201.00				\$19,201.00	
6	6.29	Legal	All	No			All Schools Specific Schools: Vibrant Minds Charter School Grades TK-6	July 1, 2025-June 30, 2026	\$0.00	\$49,994.00	\$49,994.00				\$49,994.00	
6	6.30	Fingerprinting	All	No			All Schools Specific Schools: Vibrant Minds Charter School Grades TK-6	July 1, 2025-June 30, 2026	\$0.00	\$3,867.00	\$3,867.00				\$3,867.00	
6	6.31	Translation and Interpretation	English Learners	Yes	Limited to Unduplicated	English Learners	All Schools Specific Schools:	July 1, 2025-June 30, 2026	\$1,925.00	\$0.00	\$1,925.00				\$1,925.00	

Goal #	Action #	Action Title	Student Group(s)	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Time Span	Total Personnel	Total Non-personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Planned Percentage of Improved Services
					Student Group(s)		Vibrant Minds Charter School Grades TK-6									
6	6.32	Recruitment/Advertising	All	No			All Schools Specific Schools: Vibrant Minds Charter School Grades TK-6	July 1, 2025-June 30, 2026	\$0.00	\$6,620.00	\$6,620.00				\$6,620.00	
6	6.33	Staff Recruitment	All	No			All Schools Specific Schools: Vibrant Minds Charter School Grades TK-6	July 1, 2025-June 30, 2026	\$0.00	\$157.00	\$157.00				\$157.00	
6	6.34	Website Development/Maintenance	All	No			All Schools Specific Schools: Vibrant Minds Charter School Grades TK-6		\$0.00	\$7,295.00	\$7,295.00				\$7,295.00	
6	6.35	Software	All	No			All Schools Specific Schools: Vibrant Minds Charter School Grades TK-6	July 1, 2025-June 30, 2026	\$0.00	\$2,167.00	\$2,167.00				\$2,167.00	
6	6.36	Postage, Shipping, Delivery	All	No			All Schools Specific Schools: Vibrant Minds	July 1, 2025-June 30, 2026	\$0.00	\$915.00	\$915.00				\$915.00	

Goal #	Action #	Action Title	Student Group(s)	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Time Span	Total Personnel	Total Non-personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Planned Percentage of Improved Services
							Charter School Grades TK-6									
6	6.37	Printing and Copying	All	No			All Schools Specific Schools: Vibrant Minds Charter School Grades TK-6	July 1, 2025-June 30, 2026	\$0.00	\$1,867.00	\$1,867.00				\$1,867.00	
6	6.38	Telephone and Telecommunications	All	No			All Schools Specific Schools: Vibrant Minds Charter School Grades TK-6	July 1, 2025-June 30, 2026	\$0.00	\$24,172.00	\$24,172.00				\$24,172.00	
6	6.39	Internet Services	All	No			All Schools Specific Schools: Vibrant Minds Charter School Grades TK-6	July 1, 2025-June 30, 2026	\$0.00	\$6,682.00	\$6,682.00				\$6,682.00	
6	6.40	Fundraising						July 1, 2025-June 30, 2026	\$0.00	\$314.00	\$314.00				\$314.00	

# 2026-27 Contributing Actions Table

1. Projected LCFF Base Grant	2. Projected LCFF Supplemental and/or Concentration Grants	3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1)	LCFF Carryover — Percentage (Percentage from Prior Year)	Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %)	4. Total Planned Contributing Expenditures (LCFF Funds)	5. Total Planned Percentage of Improved Services (%)	Planned Percentage to Increase or Improve Services for the Coming School Year (4 divided by 1, plus 5)	Totals by Type	Total LCFF Funds
\$4,200,896	\$1,245,037	29.637%	0.000%	29.637%	\$822,983.36	20.000%	39.591 %	<b>Total:</b>	\$822,983.36
								<b>LEA-wide Total:</b>	\$812,146.36
								<b>Limited Total:</b>	\$10,837.00
								<b>Schoolwide Total:</b>	\$812,146.36

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
1	1.4	Social-Emotional Workshops and Support for Parents/Guardians	Yes	LEA-wide Schoolwide	English Learners Foster Youth Low Income	All Schools Specific Schools: Vibrant Minds Charter School Grades TK-6		
1	1.7	General Education Counselor	Yes	LEA-wide Schoolwide	English Learners Foster Youth Low Income	All Schools Specific Schools: Vibrant Minds Charter School Grades TK-6	\$70,000.00	
1	1.10	Community Liaison	Yes	LEA-wide Schoolwide	English Learners Foster Youth Low Income	All Schools Specific Schools: Vibrant Minds Charter School Grades TK-6	\$42,240.00	
1	1.15	Instructional Assistants -- General Education	Yes	LEA-wide Schoolwide	English Learners Foster Youth Low Income	All Schools Specific Schools: Vibrant Minds Charter School Grades TK-6	\$349,299.36	

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
1	1.23	Teachers on Special Assignment (TOSAs)	Yes	LEA-wide Schoolwide	English Learners Foster Youth Low Income	All Schools Specific Schools: Vibrant Minds Charter School Grades TK-6	\$256,676.00	
1	1.26	Coordinator for Community School	Yes	LEA-wide Schoolwide	English Learners Foster Youth Low Income	All Schools Specific Schools: Vibrant Minds Charter School Grades TK-6	\$62,000.00	
2	2.5	Additional Instructional Resources for English Language Arts	Yes	LEA-wide Schoolwide	English Learners Foster Youth Low Income	All Schools Specific Schools: Vibrant Minds Charter School Grades TK-6		
2	2.7	Professional Development for Instructional Staff	Yes	LEA-wide Schoolwide	English Learners Foster Youth Low Income	All Schools Specific Schools: Vibrant Minds Charter School Grades TK-6	\$15,500.00	
3	3.2	Additional Instructional Resources for Mathematics	Yes	LEA-wide Schoolwide	English Learners Foster Youth Low Income	All Schools Specific Schools: Vibrant Minds Charter School Grades TK-6	\$500.00	
3	3.4	Professional Development to Support Effective Mathematics Instruction	Yes	LEA-wide Schoolwide	English Learners Foster Youth Low Income	All Schools Specific Schools: Vibrant Minds Charter School Grades TK-6	\$15,931.00	
4	4.1	Instructional Materials to Support English Learners during small group, designated ELD	Yes	Limited to Unduplicated Student Group(s)	English Learners	All Schools Specific Schools: Vibrant Minds Charter School Grades TK-6		
4	4.2	Professional Development for Teaching English Learners	Yes	Limited to Unduplicated Student Group(s)	English Learners	All Schools Specific Schools: Vibrant Minds Charter School Grades TK-6	\$6,206.00	

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
4	4.3	Parent/Guardian Workshops to Support English Language Development at Home	Yes	Limited to Unduplicated Student Group(s)	English Learners	All Schools Specific Schools: Vibrant Minds Charter School Grades TK-6	\$0.00	10
4	4.4	Parent/Guardian ESL Classes	Yes	Limited to Unduplicated Student Group(s)	English Learners	All Schools Specific Schools: Vibrant Minds Charter School Grades TK-6	\$0.00	10
5	5.9	School Uniforms	Yes	Limited to Unduplicated Student Group(s)	Foster Youth Low Income	All Schools Specific Schools: Vibrant Minds Charter School Grades TK-6	\$2,706.00	
6	6.31	Translation and Interpretation	Yes	Limited to Unduplicated Student Group(s)	English Learners	All Schools Specific Schools: Vibrant Minds Charter School Grades TK-6	\$1,925.00	

# 2025-26 Annual Update Table

Totals	Last Year's Total Planned Expenditures (Total Funds)	Total Estimated Expenditures (Total Funds)
<b>Totals</b>	\$6,435,290.70	\$0.00

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
1	1.1	Attendance/Punctuality Incentives, Consequences, and Recognition	No	\$6,786.00	
1	1.2	School Attendance Review Team (SART) and School Attendance Review Board (SARB) Implementation	No	\$0.00	
1	1.3	Positive Behavioral Interventions and Supports (PBIS) Program -- Reward System	No	\$5,779.00	
1	1.4	Social-Emotional Workshops and Support for Parents/Guardians	Yes	\$50,000.00	
1	1.5	Social-Emotional Professional Development and Support for Staff	No	\$25,000.00	
1	1.6	Guest Speakers/Performances with an Emphasis on Self-Acceptance and Acceptance of Others	No	\$10,000.00	
1	1.7	General Education Counselor	Yes	\$70,000.00	
1	1.8	School Psychologist	No	\$83,000.00	
1	1.9	Bilingual Office Support	No	\$116,160.00	
1	1.10	Community Liaison	Yes	\$42,240.00	
1	1.11	Meal Clerk	No	\$21,310.00	

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
1	1.12	Custodians	No	\$56,457.00	
1	1.13	Maintenance/Repair	No	\$33,456.00	
1	1.14	Playground Supervisor	No	\$57,693.00	
1	1.15	Instructional Assistants -- General Education	Yes	\$349,299.36	
1	1.16	Instructional Assistants -- Special Education	No	\$150,471.00	
1	1.17	Physical Education Teacher	No	\$67,117.00	
1	1.18	VAPA Specialists (Visual Arts and Music Appreciation)	No	\$32,329.00	
1	1.19	Resident Teachers -- General Education	No	\$80,000.00	
1	1.20	Resident Teachers -- Special Education	No	\$0.00	
1	1.21	Classroom Teachers -- General Education	No	\$1,025,962.00	
1	1.22	Special Education Staff	No	\$155,709.60	
1	1.23	Teachers on Special Assignment (TOSAs)	Yes	\$256,676.00	
1	1.24	Teacher on Special Assignment -- Project-Based Learning	No	\$74,489.00	

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
1	1.25	Coordinator for After-School Program	No	\$62,000.00	
1	1.26	Coordinator for Community School	Yes	\$62,000.00	
1	1.27	Coordinator for Teacher Residency Program	No	\$93,451.00	
1	1.28	Assistant Director	No	\$102,771.00	
1	1.29	Executive Director	No	\$80,245.00	
1	1.30	Technology/Media Support	No	\$50,000.00	
1	1.31	Student Information System -- Aeries	No	\$29,519.00	
1	1.32	Induction Program	No	\$14,400.00	
1	1.33	University Classes for Resident Teachers	No	\$50,000.00	
1	1.34	Stipends for Teacher Leaders/Curriculum Developers		\$99,850.00	
1	1.35	Employee Benefits Classified	No	\$135,508.00	
1	1.36	Employee Benefits Certificated	No	\$600,987.00	
2	2.1	Standards-Aligned Instructional Curriculum	No	\$25,000.00	
2	2.2	History-Social Science Curriculum	No	\$21,285.00	

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
2	2.3	Science Curriculum	No	\$32,242.00	
2	2.4	Classroom Libraries	No	\$8,876.82	
2	2.5	Additional Instructional Resources for English Language Arts	Yes	\$13,712.43	
2	2.6	Additional Classroom Materials to Support English Language Arts and Project-Based Learning	No	\$77,421.00	
2	2.7	Professional Development for Instructional Staff	Yes	\$15,500.00	
2	2.8	Parent/Guardian Workshops to Support Reading and Writing at Home	No	\$0.00	
3	3.1	Standards-Aligned Instructional Curriculum	No	\$25,000.00	
3	3.2	Additional Instructional Resources for Mathematics	Yes	\$9,377.28	
3	3.3	Additional Classroom Materials to Support Mathematics and Project-Based Learning	No	\$13,000.00	
3	3.4	Professional Development to Support Effective Mathematics Instruction	Yes	\$15,931.00	
3	3.5	Parent/Guardian Workshops to Support Mathematics at Home	No	\$0.00	
4	4.1	Instructional Materials to Support English Learners during small group, designated ELD	Yes	\$12,076.43	
4	4.2	Professional Development for Teaching English Learners	Yes	\$6,206.00	

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
4	4.3	Parent/Guardian Workshops to Support English Language Development at Home	Yes	\$0.00	
4	4.4	Parent/Guardian ESL Classes	Yes	\$0.00	
5	5.1	P.E./VAPA Classes	No	\$4,777.00	
5	5.2	Field Trips Transportation	No	\$28,993.00	
5	5.3	Field Trips Fees	No	\$29,007.00	
5	5.4	Project-Based Learning (PBL)	No	\$43,063.64	
5	5.5	GATE	No	\$0.00	
5	5.6	After-School Electives and PBL	No	\$55,886.00	
5	5.7	Summer Academy	No	\$284,830.50	
5	5.8	Special Events	No	\$8,473.00	
5	5.9	School Uniforms	Yes	\$2,706.00	
6	6.1	Noninstructional Materials and Supplies	No	\$16,274.00	
6	6.2	School Uniforms	No	\$21,444.00	
6	6.3	Custodial Supplies	No	\$24,266.00	

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
6	6.4	Office Supplies	No	\$3,746.00	
6	6.5	Noncapitalized Equipment	No	\$40,232.00	
6	6.6	Classroom Furniture	No	\$63,383.26	
6	6.7	Computers and Computer Equipment	No	\$63,383.26	
6	6.8	Food	No	\$6,259.00	
6	6.9	District Oversight Fees	No	\$54,459.33	
6	6.10	Health Screening Services	No	\$1,626.00	
6	6.11	Dues and Memberships	No	\$28,587.00	
6	6.12	Subscriptions	No	\$33,181.00	
6	6.13	Licenses and Fees	No	\$57,477.00	
6	6.14	Other Insurance	No	\$212,849.00	
6	6.15	Operations and Housekeeping Services	No	\$3,283.00	
6	6.16	Janitorial & Gardening Services	No	\$21,750.00	

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
6	6.17	Security	No	\$22,146.00	
6	6.18	Technology Services	No	\$9,429.00	
6	6.19	Equipment Lease	No	\$29,881.00	
6	6.20	Rent, Parking, Other Occupancy	No	\$224,204.00	
6	6.21	Utilities	No	\$71,410.00	
6	6.22	Repairs	No	\$105,171.00	
6	6.23	Consulting Services/Operating Expenditures	No	\$110,072.00	
6	6.24	Accounting	No	\$16,814.00	
6	6.25	Business Services	No	\$179,715.79	
6	6.26	Investment Fees	No	\$1,727.00	
6	6.27	Bank Charges	No	\$3,316.00	
6	6.28	Payroll Fees	No	\$19,201.00	
6	6.29	Legal	No	\$49,994.00	
6	6.30	Fingerprinting	No	\$3,867.00	

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
6	6.31	Translation and Interpretation	Yes	\$1,925.00	
6	6.32	Recruitment/Advertising	No	\$6,620.00	
6	6.33	Staff Recruitment	No	\$157.00	
6	6.34	Website Development/Maintenance	No	\$7,295.00	
6	6.35	Software	No	\$2,167.00	
6	6.36	Postage, Shipping, Delivery	No	\$915.00	
6	6.37	Printing and Copying	No	\$1,867.00	
6	6.38	Telephone and Telecommunications	No	\$24,172.00	
6	6.39	Internet Services	No	\$6,682.00	
6	6.40	Fundraising		\$314.00	

# 2025-26 Contributing Actions Annual Update Table

6. Estimated LCFF Supplemental and/or Concentration Grants (Input Dollar Amount)	4. Total Planned Contributing Expenditures (LCFF Funds)	7. Total Estimated Expenditures for Contributing Actions (LCFF Funds)	Difference Between Planned and Estimated Expenditures for Contributing Actions (Subtract 7 from 4)	5. Total Planned Percentage of Improved Services (%)	8. Total Estimated Percentage of Improved Services (%)	Difference Between Planned and Estimated Percentage of Improved Services (Subtract 5 from 8)
	\$822,983.36	\$0.00	\$822,983.36	20.000%	0.000%	-20.000%

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributing to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
1	1.4	Social-Emotional Workshops and Support for Parents/Guardians	Yes				
1	1.7	General Education Counselor	Yes	\$70,000.00			
1	1.10	Community Liaison	Yes	\$42,240.00			
1	1.15	Instructional Assistants -- General Education	Yes	\$349,299.36			
1	1.23	Teachers on Special Assignment (TOSAs)	Yes	\$256,676.00			
1	1.26	Coordinator for Community School	Yes	\$62,000.00			
2	2.5	Additional Instructional Resources for English Language Arts	Yes				
2	2.7	Professional Development for Instructional Staff	Yes	\$15,500.00			
3	3.2	Additional Instructional Resources for Mathematics	Yes	\$500.00			
3	3.4	Professional Development to Support Effective Mathematics Instruction	Yes	\$15,931.00			
4	4.1	Instructional Materials to Support English Learners during small group, designated ELD	Yes				

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributing to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
4	4.2	Professional Development for Teaching English Learners	Yes	\$6,206.00			
4	4.3	Parent/Guardian Workshops to Support English Language Development at Home	Yes	\$0.00		10	
4	4.4	Parent/Guardian ESL Classes	Yes	\$0.00		10	
5	5.9	School Uniforms	Yes	\$2,706.00			
6	6.31	Translation and Interpretation	Yes	\$1,925.00			

# 2025-26 LCFF Carryover Table

9. Estimated Actual LCFF Base Grant (Input Dollar Amount)	6. Estimated Actual LCFF Supplemental and/or Concentration Grants	LCFF Carryover — Percentage (Percentage from Prior Year)	10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 + Carryover %)	7. Total Estimated Actual Expenditures for Contributing Actions (LCFF Funds)	8. Total Estimated Actual Percentage of Improved Services (%)	11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)	12. LCFF Carryover — Dollar Amount (Subtract 11 from 10 and multiply by 9)	13. LCFF Carryover — Percentage (12 divided by 9)
\$2,561,510		0	0.000%	\$0.00	0.000%	0.000%	\$0.00	0.000%

# Local Control and Accountability Plan Instructions

[Plan Summary](#)

[Engaging Educational Partners](#)

[Goals and Actions](#)

[Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students](#)

*For additional questions or technical assistance related to the completion of the Local Control and Accountability Plan (LCAP) template, please contact the local county office of education (COE), or the California Department of Education's (CDE's) Local Agency Systems Support Office, by phone at 916-319-0809 or by email at [LCFF@cde.ca.gov](mailto:LCFF@cde.ca.gov).*

## Introduction and Instructions

The Local Control Funding Formula (LCFF) requires local educational agencies (LEAs) to engage their local educational partners in an annual planning process to evaluate their progress within eight state priority areas encompassing all statutory metrics (COEs have 10 state priorities). LEAs document the results of this planning process in the LCAP using the template adopted by the State Board of Education.

The LCAP development process serves three distinct, but related functions:

- **Comprehensive Strategic Planning:** The process of developing and annually updating the LCAP supports comprehensive strategic planning, particularly to address and reduce disparities in opportunities and outcomes between student groups indicated by the California School Dashboard (California Education Code [EC] Section 52064[e][1]). Strategic planning that is comprehensive connects budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students.
- **Meaningful Engagement of Educational Partners:** The LCAP development process should result in an LCAP that reflects decisions made through meaningful engagement (EC Section 52064[e][1]). Local educational partners possess valuable perspectives and insights about an LEA's programs and services. Effective strategic planning will incorporate these perspectives and insights in order to identify potential goals and actions to be included in the LCAP.
- **Accountability and Compliance:** The LCAP serves an important accountability function because the nature of some LCAP template sections require LEAs to show that they have complied with various requirements specified in the LCFF statutes and regulations, most notably:
  - Demonstrating that LEAs are increasing or improving services for foster youth, English learners, including long-term English learners, and low-income students in proportion to the amount of additional funding those students generate under LCFF (EC Section 52064[b][4-6]).
  - Establishing goals, supported by actions and related expenditures, that address the statutory priority areas and statutory metrics (EC sections 52064[b][1] and [2]).
    - **NOTE:** As specified in EC Section 62064(b)(1), the LCAP must provide a description of the annual goals, for all pupils and each subgroup of pupils identified pursuant to EC Section 52052, to be achieved for each of the state priorities. Beginning in 2023–24, EC

Section 52052 identifies long-term English learners as a separate and distinct pupil subgroup with a numerical significance at 15 students.

- Annually reviewing and updating the LCAP to reflect progress toward the goals (EC Section 52064[b][7]).
- Ensuring that all increases attributable to supplemental and concentration grant calculations, including concentration grant add-on funding and/or LCFF carryover, are reflected in the LCAP (EC sections 52064[b][6], [8], and [11]).

The LCAP template, like each LEA’s final adopted LCAP, is a document, not a process. LEAs must use the template to memorialize the outcome of their LCAP development process, which must: (a) reflect comprehensive strategic planning, particularly to address and reduce disparities in opportunities and outcomes between student groups indicated by the California School Dashboard (Dashboard), (b) through meaningful engagement with educational partners that (c) meets legal requirements, as reflected in the final adopted LCAP. The sections included within the LCAP template do not and cannot reflect the full development process, just as the LCAP template itself is not intended as a tool for engaging educational partners.

If a county superintendent of schools has jurisdiction over a single school district, the county board of education and the governing board of the school district may adopt and file for review and approval a single LCAP consistent with the requirements in EC sections 52060, 52062, 52066, 52068, and 52070. The LCAP must clearly articulate to which entity’s budget (school district or county superintendent of schools) all budgeted and actual expenditures are aligned.

The revised LCAP template for the 2024–25, 2025–26, and 2026–27 school years reflects statutory changes made through Senate Bill 114 (Committee on Budget and Fiscal Review), Chapter 48, Statutes of 2023 and Senate Bill 153, Chapter 38, Statutes of 2024.

At its most basic, the adopted LCAP should attempt to distill not just what the LEA is doing for students in transitional kindergarten through grade twelve (TK–12), but also allow educational partners to understand why, and whether those strategies are leading to improved opportunities and outcomes for students. LEAs are strongly encouraged to use language and a level of detail in their adopted LCAPs intended to be meaningful and accessible for the LEA’s diverse educational partners and the broader public.

In developing and finalizing the LCAP for adoption, LEAs are encouraged to keep the following overarching frame at the forefront of the strategic planning and educational partner engagement functions:

Given present performance across the state priorities and on indicators in the Dashboard, how is the LEA using its budgetary resources to respond to TK–12 student and community needs, and address any performance gaps, including by meeting its obligation to increase or improve services for foster youth, English learners, and low-income students?

LEAs are encouraged to focus on a set of metrics and actions which, based on research, experience, and input gathered from educational partners, the LEA believes will have the biggest impact on behalf of its TK–12 students.

These instructions address the requirements for each section of the LCAP but may include information about effective practices when developing the LCAP and completing the LCAP document. Additionally, the beginning of each template section includes information emphasizing the purpose that section serves.

# Plan Summary

## ***Purpose***

A well-developed Plan Summary section provides a meaningful context for the LCAP. This section provides information about an LEA's community as well as relevant information about student needs and performance. In order to present a meaningful context for the rest of the LCAP, the content of this section should be clearly and meaningfully related to the content included throughout each subsequent section of the LCAP.

## **Requirements and Instructions**

### **General Information**

A description of the LEA, its schools, and its students in grades transitional kindergarten–12, as applicable to the LEA. LEAs may also provide information about their strategic plan, vision, etc.

Briefly describe the LEA, its schools, and its students in grades TK–12, as applicable to the LEA.

- For example, information about an LEA in terms of geography, enrollment, employment, the number and size of specific schools, recent community challenges, and other such information the LEA may wish to include can enable a reader to more fully understand the LEA's LCAP.
- LEAs may also provide information about their strategic plan, vision, etc.
- As part of this response, identify all schools within the LEA receiving Equity Multiplier funding.

### **Reflections: Annual Performance**

A reflection on annual performance based on a review of the California School Dashboard (Dashboard) and local data.

Reflect on the LEA's annual performance on the Dashboard and local data. This may include both successes and challenges identified by the LEA during the development process.

LEAs are encouraged to highlight how they are addressing the identified needs of student groups, and/or schools within the LCAP as part of this response.

As part of this response, the LEA must identify the following, which will remain unchanged during the three-year LCAP cycle:

- Any school within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard;
- Any student group within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard; and/or
- Any student group within a school within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard.

EC Section 52064.4 requires that an LEA that has unexpended Learning Recovery Emergency Block Grant (LREBG) funds must include one or more actions funded with LREBG funds within the 2026-27, 2026-27 and 2027-28 LCAPs, as applicable to the LEA. To implement the requirements of EC Section 52064.4, all LEAs must do the following:

- For the 2025–26, 2026–27, and 2027–28 LCAP years, identify whether or not the LEA has unexpended LREBG funds for the applicable LCAP year.
  - If the LEA has unexpended LREBG funds the LEA must provide the following:
    - The goal and action number for each action that will be funded, either in whole or in part, with LREBG funds; and
    - An explanation of the rationale for selecting each action funded with LREBG funds. This explanation must include:
      - An explanation of how the action is aligned with the allowable uses of funds identified in [EC Section 32627\(c\)\(2\)](#); and
      - An explanation of how the action is expected to address the area(s) of need of students and schools identified in the needs assessment required by [EC Section 32627\(d\)](#).
        - For information related to the allowable uses of funds and the required needs assessment, please see the Program Information tab on the [LREBG Program Information](#) web page.
    - Actions may be grouped together for purposes of these explanations.
    - The LEA may provide these explanations as part of the action description rather than as part of the Reflections: Annual Performance.
  - If the LEA does not have unexpended LREBG funds, the LEA is not required to conduct the needs assessment required by EC Section 32627(d), to provide the information identified above or to include actions funded with LREBG funds within the 2026-27, 2026-27 and 2027-28 LCAPs.

### **Reflections: Technical Assistance**

As applicable, a summary of the work underway as part of technical assistance.

Annually identify the reason(s) the LEA is eligible for or has requested technical assistance consistent with EC sections 47607.3, 52071, 52071.5, 52072, or 52072.5, and provide a summary of the work underway as part of receiving technical assistance. The most common form of this technical assistance is frequently referred to as Differentiated Assistance, however this also includes LEAs that have requested technical assistance from their COE.

- If the LEA is not eligible for or receiving technical assistance, the LEA may respond to this prompt as “Not Applicable.”

## Comprehensive Support and Improvement

An LEA with a school or schools identified for comprehensive support and improvement (CSI) under the Every Student Succeeds Act must respond to the following prompts:

### Schools Identified

A list of the schools in the LEA that are eligible for comprehensive support and improvement.

- Identify the schools within the LEA that have been identified for CSI.

### Support for Identified Schools

A description of how the LEA has or will support its eligible schools in developing comprehensive support and improvement plans.

- Describe how the LEA has or will support the identified schools in developing CSI plans that included a school-level needs assessment, evidence-based interventions, and the identification of any resource inequities to be addressed through the implementation of the CSI plan.

### Monitoring and Evaluating Effectiveness

A description of how the LEA will monitor and evaluate the plan to support student and school improvement.

- Describe how the LEA will monitor and evaluate the implementation and effectiveness of the CSI plan to support student and school improvement.

## Engaging Educational Partners

### *Purpose*

Significant and purposeful engagement of parents, students, educators, and other educational partners, including those representing the student groups identified by LCFF, is critical to the development of the LCAP and the budget process. Consistent with statute, such engagement should support comprehensive strategic planning, particularly to address and reduce disparities in opportunities and outcomes between student groups indicated by the Dashboard, accountability, and improvement across the state priorities and locally identified priorities (EC Section 52064[e][1]). Engagement of educational partners is an ongoing, annual process.

This section is designed to reflect how the engagement of educational partners influenced the decisions reflected in the adopted LCAP. The goal is to allow educational partners that participated in the LCAP development process and the broader public to understand how the LEA engaged educational partners and the impact of that engagement. LEAs are encouraged to keep this goal in the forefront when completing this section.

## Requirements

### *Requirements*

**School districts and COEs:** [EC Section 52060\(g\)](#) and [EC Section 52066\(g\)](#) specify the educational partners that must be consulted when developing the LCAP:

- Teachers,

- Principals,
- Administrators,
- Other school personnel,
- Local bargaining units of the LEA,
- Parents, and
- Students

A school district or COE receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

Before adopting the LCAP, school districts and COEs must share it with the applicable committees, as identified below under Requirements and Instructions. The superintendent is required by statute to respond in writing to the comments received from these committees. School districts and COEs must also consult with the special education local plan area administrator(s) when developing the LCAP.

**Charter schools:** [EC Section 47606.5\(d\)](#) requires that the following educational partners be consulted with when developing the LCAP:

- Teachers,
- Principals,
- Administrators,
- Other school personnel,
- Parents, and
- Students

A charter school receiving Equity Multiplier funds must also consult with educational partners at the school generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for the school.

The LCAP should also be shared with, and LEAs should request input from, schoolsite-level advisory groups, as applicable (e.g., schoolsite councils, English Learner Advisory Councils, student advisory groups, etc.), to facilitate alignment between schoolsite and district-level goals. Information and resources that support effective engagement, define student consultation, and provide the requirements for advisory group composition, can be found under Resources on the [CDE's LCAP webpage](#).

Before the governing board/body of an LEA considers the adoption of the LCAP, the LEA must meet the following legal requirements:

- For school districts, see [Education Code Section 52062](#);
  - **Note:** Charter schools using the LCAP as the School Plan for Student Achievement must meet the requirements of *EC* Section 52062(a).
- For COEs, see [Education Code Section 52068](#); and
- For charter schools, see [Education Code Section 47606.5](#).

- **NOTE:** As a reminder, the superintendent of a school district or COE must respond, in writing, to comments received by the applicable committees identified in the *Education Code* sections listed above. This includes the parent advisory committee and may include the English learner parent advisory committee and, as of July 1, 2024, the student advisory committee, as applicable.

## ***Instructions***

Respond to the prompts as follows:

A summary of the process used to engage educational partners in the development of the LCAP.

School districts and county offices of education must, at a minimum, consult with teachers, principals, administrators, other school personnel, local bargaining units, parents, and students in the development of the LCAP.

Charter schools must, at a minimum, consult with teachers, principals, administrators, other school personnel, parents, and students in the development of the LCAP.

An LEA receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

Complete the table as follows:

### Educational Partners

Identify the applicable educational partner(s) or group(s) that were engaged in the development of the LCAP.

### Process for Engagement

Describe the engagement process used by the LEA to involve the identified educational partner(s) in the development of the LCAP. At a minimum, the LEA must describe how it met its obligation to consult with all statutorily required educational partners, as applicable to the type of LEA.

- A sufficient response to this prompt must include general information about the timeline of the process and meetings or other engagement strategies with educational partners. A response may also include information about an LEA's philosophical approach to engaging its educational partners.
- An LEA receiving Equity Multiplier funds must also include a summary of how it consulted with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

A description of how the adopted LCAP was influenced by the feedback provided by educational partners.

Describe any goals, metrics, actions, or budgeted expenditures in the LCAP that were influenced by or developed in response to the educational partner feedback.

- A sufficient response to this prompt will provide educational partners and the public with clear, specific information about how the engagement process influenced the development of the LCAP. This may include a description of how the LEA prioritized requests of educational partners within the context of the budgetary resources available or otherwise prioritized areas of focus within the LCAP.
- An LEA receiving Equity Multiplier funds must include a description of how the consultation with educational partners at schools generating Equity Multiplier funds influenced the development of the adopted LCAP.
- For the purposes of this prompt, this may also include, but is not necessarily limited to:
  - Inclusion of a goal or decision to pursue a Focus Goal (as described below)
  - Inclusion of metrics other than the statutorily required metrics
  - Determination of the target outcome on one or more metrics
  - Inclusion of performance by one or more student groups in the Measuring and Reporting Results subsection
  - Inclusion of action(s) or a group of actions
  - Elimination of action(s) or group of actions
  - Changes to the level of proposed expenditures for one or more actions
  - Inclusion of action(s) as contributing to increased or improved services for unduplicated students
  - Analysis of effectiveness of the specific actions to achieve the goal
  - Analysis of material differences in expenditures
  - Analysis of changes made to a goal for the ensuing LCAP year based on the annual update process
  - Analysis of challenges or successes in the implementation of actions

## Goals and Actions

### *Purpose*

Well-developed goals will clearly communicate to educational partners what the LEA plans to accomplish, what the LEA plans to do in order to accomplish the goal, and how the LEA will know when it has accomplished the goal. A goal statement, associated metrics and expected outcomes, and the actions included in the goal must be in alignment. The explanation for why the LEA included a goal is an opportunity for LEAs to clearly communicate to educational partners and the public why, among the various strengths and areas for improvement highlighted by performance data and strategies and actions that could be pursued, the LEA decided to pursue this goal, and the related metrics, expected outcomes, actions, and expenditures.

A well-developed goal can be focused on the performance relative to a metric or metrics for all students, a specific student group(s), narrowing performance gaps, or implementing programs or strategies expected to impact outcomes. LEAs should assess the performance of their student groups when developing goals and the related actions to achieve such goals.

### *Requirements and Instructions*

LEAs should prioritize the goals, specific actions, and related expenditures included within the LCAP within one or more state priorities. LEAs must consider performance on the state and local indicators, including their locally collected and reported data for the local indicators that are included in the Dashboard, in determining whether and how to prioritize its goals within the LCAP. As previously stated, strategic planning that

is comprehensive connects budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students, and to address and reduce disparities in opportunities and outcomes between student groups indicated by the Dashboard.

In order to support prioritization of goals, the LCAP template provides LEAs with the option of developing three different kinds of goals:

- Focus Goal: A Focus Goal is relatively more concentrated in scope and may focus on a fewer number of metrics to measure improvement. A Focus Goal statement will be time bound and make clear how the goal is to be measured.
  - All Equity Multiplier goals must be developed as focus goals. For additional information, see Required Focus Goal(s) for LEAs Receiving Equity Multiplier Funding below.
- Broad Goal: A Broad Goal is relatively less concentrated in its scope and may focus on improving performance across a wide range of metrics.
- Maintenance of Progress Goal: A Maintenance of Progress Goal includes actions that may be ongoing without significant changes and allows an LEA to track performance on any metrics not addressed in the other goals of the LCAP.

**Requirement to Address the LCFF State Priorities**

At a minimum, the LCAP must address all LCFF priorities and associated metrics articulated in *EC* sections 52060(d) and 52066(d), as applicable to the LEA. The [LCFF State Priorities Summary](#) provides a summary of *EC* sections 52060(d) and 52066(d) to aid in the development of the LCAP.

Respond to the following prompts, as applicable:

**Focus Goal(s)**

Description

The description provided for a Focus Goal must be specific, measurable, and time bound.

- An LEA develops a Focus Goal to address areas of need that may require or benefit from a more specific and data intensive approach.
- The Focus Goal can explicitly reference the metric(s) by which achievement of the goal will be measured and the time frame according to which the LEA expects to achieve the goal.

Type of Goal

Identify the type of goal being implemented as a Focus Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain why the LEA has chosen to prioritize this goal.

- An explanation must be based on Dashboard data or other locally collected data.
- LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with educational partners.
- LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.

### **Required Focus Goal(s) for LEAs Receiving Equity Multiplier Funding**

#### **Description**

LEAs receiving Equity Multiplier funding must include one or more focus goals for each school generating Equity Multiplier funding. In addition to addressing the focus goal requirements described above, LEAs must adhere to the following requirements.

Focus goals for Equity Multiplier schoolsites must address the following:

- (A) All student groups that have the lowest performance level on one or more state indicators on the Dashboard, and
- (B) Any underlying issues in the credentialing, subject matter preparation, and retention of the school’s educators, if applicable.
- Focus Goals for each and every Equity Multiplier schoolsite must identify specific metrics for each identified student group, as applicable.
- An LEA may create a single goal for multiple Equity Multiplier schoolsites if those schoolsites have the same student group(s) performing at the lowest performance level on one or more state indicators on the Dashboard or, experience similar issues in the credentialing, subject matter preparation, and retention of the school’s educators.
  - When creating a single goal for multiple Equity Multiplier schoolsites, the goal must identify the student groups and the performance levels on the Dashboard that the Focus Goal is addressing; or,
  - The common issues the schoolsites are experiencing in credentialing, subject matter preparation, and retention of the school’s educators, if applicable.

#### **Type of Goal**

Identify the type of goal being implemented as an Equity Multiplier Focus Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain why the LEA has chosen to prioritize this goal.

- An explanation must be based on Dashboard data or other locally collected data.
- LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with educational partners.
- LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.
- In addition to this information, the LEA must also identify:
  - The school or schools to which the goal applies

LEAs are encouraged to approach an Equity Multiplier goal from a wholistic standpoint, considering how the goal might maximize student outcomes through the use of LCFF and other funding in addition to Equity Multiplier funds.

- Equity Multiplier funds must be used to supplement, not supplant, funding provided to Equity Multiplier schoolsites for purposes of the LCFF, the Expanded Learning Opportunities Program (ELO-P), the Literacy Coaches and Reading Specialists (LCRS) Grant Program, and/or the California Community Schools Partnership Program (CCSPP).
- This means that Equity Multiplier funds must not be used to replace funding that an Equity Multiplier schoolsite would otherwise receive to implement LEA-wide actions identified in the LCAP or that an Equity Multiplier schoolsite would otherwise receive to implement provisions of the ELO-P, the LCRS, and/or the CCSPP.

**Note:** [EC Section 42238.024\(b\)\(1\)](#) requires that Equity Multiplier funds be used for the provision of evidence-based services and supports for students. Evidence-based services and supports are based on objective evidence that has informed the design of the service or support and/or guides the modification of those services and supports. Evidence-based supports and strategies are most commonly based on educational research and/or metrics of LEA, school, and/or student performance.

### Broad Goal

#### Description

Describe what the LEA plans to achieve through the actions included in the goal.

- The description of a broad goal will be clearly aligned with the expected measurable outcomes included for the goal.

- The goal description organizes the actions and expected outcomes in a cohesive and consistent manner.
- A goal description is specific enough to be measurable in either quantitative or qualitative terms. A broad goal is not as specific as a focus goal. While it is specific enough to be measurable, there are many different metrics for measuring progress toward the goal.

#### Type of Goal

Identify the type of goal being implemented as a Broad Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain why the LEA developed this goal and how the actions and metrics grouped together will help achieve the goal.

### **Maintenance of Progress Goal**

#### Description

Describe how the LEA intends to maintain the progress made in the LCFF State Priorities not addressed by the other goals in the LCAP.

- Use this type of goal to address the state priorities and applicable metrics not addressed within the other goals in the LCAP.
- The state priorities and metrics to be addressed in this section are those for which the LEA, in consultation with educational partners, has determined to maintain actions and monitor progress while focusing implementation efforts on the actions covered by other goals in the LCAP.

#### Type of Goal

Identify the type of goal being implemented as a Maintenance of Progress Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain how the actions will sustain the progress exemplified by the related metrics.

### **Measuring and Reporting Results:**

For each LCAP year, identify the metric(s) that the LEA will use to track progress toward the expected outcomes.

- LEAs must identify metrics for specific student groups, as appropriate, including expected outcomes that address and reduce disparities in outcomes between student groups.
- The metrics may be quantitative or qualitative; but at minimum, an LEA’s LCAP must include goals that are measured using all of the applicable metrics for the related state priorities, in each LCAP year, as applicable to the type of LEA.
- To the extent a state priority does not specify one or more metrics (e.g., implementation of state academic content and performance standards), the LEA must identify a metric to use within the LCAP. For these state priorities, LEAs are encouraged to use metrics based on or reported through the relevant local indicator self-reflection tools within the Dashboard.
- **Required metrics for LEA-wide actions:** For each action identified as 1) contributing towards the requirement to increase or improve services for foster youth, English learners, including long-term English learners, and low-income students and 2) being provided on an LEA-wide basis, the LEA must identify one or more metrics to monitor the effectiveness of the action and its budgeted expenditures.
  - These required metrics may be identified within the action description or the first prompt in the increased or improved services section, however the description must clearly identify the metric(s) being used to monitor the effectiveness of the action and the action(s) that the metric(s) apply to.
- **Required metrics for Equity Multiplier goals:** For each Equity Multiplier goal, the LEA must identify:
  - The specific metrics for each identified student group at each specific schoolsite, as applicable, to measure the progress toward the goal, and/or
  - The specific metrics used to measure progress in meeting the goal related to credentialing, subject matter preparation, or educator retention at each specific schoolsite.
- **Required metrics for actions supported by LREBG funds:** To implement the requirements of *EC* Section 52064.4, LEAs with unexpended LREBG funds must include at least one metric to monitor the impact of each action funded with LREBG funds included in the goal.
  - The metrics being used to monitor the impact of each action funded with LREBG funds are not required to be new metrics; they may be metrics that are already being used to measure progress towards goals and actions included in the LCAP.

Complete the table as follows:

Metric #
<ul style="list-style-type: none"><li>• Enter the metric number.</li></ul>
Metric

- Identify the standard of measure being used to determine progress towards the goal and/or to measure the effectiveness of one or more actions associated with the goal.

## Baseline

- Enter the baseline when completing the LCAP for 2024–25.
  - Use the most recent data associated with the metric available at the time of adoption of the LCAP for the first year of the three-year plan. LEAs may use data as reported on the 2023 Dashboard for the baseline of a metric only if that data represents the most recent available data (e.g., high school graduation rate).
  - Using the most recent data available may involve reviewing data the LEA is preparing for submission to the California Longitudinal Pupil Achievement Data System (CALPADS) or data that the LEA has recently submitted to CALPADS.
  - Indicate the school year to which the baseline data applies.
  - The baseline data must remain unchanged throughout the three-year LCAP.
    - This requirement is not intended to prevent LEAs from revising the baseline data if it is necessary to do so. For example, if an LEA identifies that its data collection practices for a particular metric are leading to inaccurate data and revises its practice to obtain accurate data, it would also be appropriate for the LEA to revise the baseline data to align with the more accurate data process and report its results using the accurate data.
    - If an LEA chooses to revise its baseline data, then, at a minimum, it must clearly identify the change as part of its response to the description of changes prompt in the Goal Analysis for the goal. LEAs are also strongly encouraged to involve their educational partners in the decision of whether or not to revise a baseline and to communicate the proposed change to their educational partners.
  - Note for Charter Schools: Charter schools developing a one- or two-year LCAP may identify a new baseline each year, as applicable.

## Year 1 Outcome

- When completing the LCAP for 2025–26, enter the most recent data available. Indicate the school year to which the data applies.
  - Note for Charter Schools: Charter schools developing a one-year LCAP may provide the Year 1 Outcome when completing the LCAP for both 2025–26 and 2026–27 or may provide the Year 1 Outcome for 2025–26 and provide the Year 2 Outcome for 2026–27.

## Year 2 Outcome

- When completing the LCAP for 2026–27, enter the most recent data available. Indicate the school year to which the data applies.

- Note for Charter Schools: Charter schools developing a one-year LCAP may identify the Year 2 Outcome as not applicable when completing the LCAP for 2026–27 or may provide the Year 2 Outcome for 2026–27.

### Target for Year 3 Outcome

- When completing the first year of the LCAP, enter the target outcome for the relevant metric the LEA expects to achieve by the end of the three-year LCAP cycle.
  - Note for Charter Schools: Charter schools developing a one- or two-year LCAP may identify a Target for Year 1 or Target for Year 2, as applicable.

### Current Difference from Baseline

- When completing the LCAP for 2025–26 and 2026–27, enter the current difference between the baseline and the yearly outcome, as applicable.
  - Note for Charter Schools: Charter schools developing a one- or two-year LCAP will identify the current difference between the baseline and the yearly outcome for Year 1 and/or the current difference between the baseline and the yearly outcome for Year 2, as applicable.

Timeline for school districts and COEs for completing the “**Measuring and Reporting Results**” part of the Goal.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
Enter information in this box when completing the LCAP for <b>2024–25</b> or when adding a new metric.	Enter information in this box when completing the LCAP for <b>2024–25</b> or when adding a new metric.	Enter information in this box when completing the LCAP for <b>2025–26</b> . Leave blank until then.	Enter information in this box when completing the LCAP for <b>2026–27</b> . Leave blank until then.	Enter information in this box when completing the LCAP for <b>2024–25</b> or when adding a new metric.	Enter information in this box when completing the LCAP for <b>2025–26</b> and <b>2026–27</b> . Leave blank until then.

### Goal Analysis:

Enter the LCAP Year.

Using actual annual measurable outcome data, including data from the Dashboard, analyze whether the planned actions were effective towards achieving the goal. “Effective” means the degree to which the planned actions were successful in producing the target result. Respond to the prompts as instructed.

**Note:** When completing the 2024–25 LCAP, use the 2023–24 Local Control and Accountability Plan Annual Update template to complete the Goal Analysis and identify the Goal Analysis prompts in the 2024–25 LCAP as “Not Applicable.”

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

- Describe the overall implementation of the actions to achieve the articulated goal, including relevant challenges and successes experienced with implementation.
  - Include a discussion of relevant challenges and successes experienced with the implementation process.
  - This discussion must include any instance where the LEA did not implement a planned action or implemented a planned action in a manner that differs substantively from how it was described in the adopted LCAP.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

- Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures and between the Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services, as applicable. Minor variances in expenditures or percentages do not need to be addressed, and a dollar-for-dollar accounting is not required.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

- Describe the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal. “Effectiveness” means the degree to which the actions were successful in producing the target result and “ineffectiveness” means that the actions did not produce any significant or targeted result.
  - In some cases, not all actions in a goal will be intended to improve performance on all of the metrics associated with the goal.
  - When responding to this prompt, LEAs may assess the effectiveness of a single action or group of actions within the goal in the context of performance on a single metric or group of specific metrics within the goal that are applicable to the action(s). Grouping actions with metrics will allow for more robust analysis of whether the strategy the LEA is using to impact a specified set of metrics is working and increase transparency for educational partners. LEAs are encouraged to use such an approach when goals include multiple actions and metrics that are not closely associated.
  - Beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven effective over a three-year period.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

- Describe any changes made to this goal, expected outcomes, metrics, or actions to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard or other local data, as applicable.
  - As noted above, beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven effective over a three-year period. For actions that have been identified as ineffective, the LEA must identify the ineffective action and must include a description of the following:

- The reasons for the ineffectiveness, and
- How changes to the action will result in a new or strengthened approach.

## Actions:

Complete the table as follows. Add additional rows as necessary.

### Action #

- Enter the action number.

### Title

- Provide a short title for the action. This title will also appear in the action tables.

### Description

- Provide a brief description of the action.
  - For actions that contribute to meeting the increased or improved services requirement, the LEA may include an explanation of how each action is principally directed towards and effective in meeting the LEA's goals for unduplicated students, as described in the instructions for the Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students section.
  - As previously noted, for each action identified as 1) contributing towards the requirement to increase or improve services for foster youth, English learners, including long-term English learners, and low-income students and 2) being provided on an LEA-wide basis, the LEA must identify one or more metrics to monitor the effectiveness of the action and its budgeted expenditures.
  - These required metrics may be identified within the action description or the first prompt in the increased or improved services section; however, the description must clearly identify the metric(s) being used to monitor the effectiveness of the action and the action(s) that the metric(s) apply to.

### Total Funds

- Enter the total amount of expenditures associated with this action. Budgeted expenditures from specific fund sources will be provided in the action tables.

### Contributing

- Indicate whether the action contributes to meeting the increased or improved services requirement as described in the Increased or Improved Services section using a “Y” for Yes or an “N” for No.
  - **Note:** for each such contributing action, the LEA will need to provide additional information in the Increased or Improved Services section to address the requirements in *California Code of Regulations*, Title 5 [5 CCR] Section 15496 in the Increased or Improved Services section of the LCAP.

**Actions for Foster Youth:** School districts, COEs, and charter schools that have a numerically significant foster youth student subgroup are encouraged to include specific actions in the LCAP designed to meet needs specific to foster youth students.

## Required Actions

### For English Learners and Long-Term English Learners

- LEAs with 30 or more English learners and/or 15 or more long-term English learners must include specific actions in the LCAP related to, at a minimum:
  - Language acquisition programs, as defined in *EC* Section 306, provided to students, and
  - Professional development for teachers.
  - If an LEA has both 30 or more English learners and 15 or more long-term English learners, the LEA must include actions for both English learners and long-term English learners.

### For Technical Assistance

- LEAs eligible for technical assistance pursuant to *EC* sections 47607.3, 52071, 52071.5, 52072, or 52072.5, must include specific actions within the LCAP related to its implementation of the work underway as part of technical assistance. The most common form of this technical assistance is frequently referred to as Differentiated Assistance.

### For Lowest Performing Dashboard Indicators

- LEAs that have Red Dashboard indicators for (1) a school within the LEA, (2) a student group within the LEA, and/or (3) a student group within any school within the LEA must include one or more specific actions within the LCAP:
  - The specific action(s) must be directed towards the identified student group(s) and/or school(s) and must address the identified state indicator(s) for which the student group or school received the lowest performance level on the 2023 Dashboard. Each student group and/or school that receives the lowest performance level on the 2023 Dashboard must be addressed by one or more actions.
  - These required actions will be effective for the three-year LCAP cycle.

### For LEAs With Unexpended LREBG Funds

- To implement the requirements of *EC* Section 52064.4, LEAs with unexpended LREBG funds must include one or more actions supported with LREBG funds within the 2025–26, 2026–27, and 2027–28 LCAPs, as applicable to the LEA. Actions funded with LREBG funds must remain in the LCAP until the LEA has expended the remainder of its LREBG funds, after which time the actions may be removed from the LCAP.
  - Prior to identifying the actions included in the LCAP the LEA is required to conduct a needs assessment pursuant to [EC Section 32627\(d\)](#). For information related to the required needs assessment please see the Program Information tab on the [LREBG](#)

[Program Information](#) web page. Additional information about the needs assessment and evidence-based resources for the LREBG may be found on the [California Statewide System of Support LREBG Resources](#) web page. The required LREBG needs assessment may be part of the LEAs regular needs assessment for the LCAP if it meets the requirements of *EC* Section 32627(d).

- School districts receiving technical assistance and COEs providing technical assistance are encouraged to use the technical assistance process to support the school district in conducting the required needs assessment, the selection of actions funded by the LREBG and/or the evaluation of implementation of the actions required as part of the LCAP annual update process.
- As a reminder, LREBG funds must be used to implement one or more of the purposes articulated in [EC Section 32627\(c\)\(2\)](#).
- LEAs with unexpended LREBG funds must include one or more actions supported by LREBG funds within the LCAP. For each action supported by LREBG funding the action description must:
  - Identify the action as an LREBG action;
  - Include an explanation of how research supports the selected action;
  - Identify the metric(s) being used to monitor the impact of the action; and
  - Identify the amount of LREBG funds being used to support the action.

## **Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students**

### ***Purpose***

A well-written Increased or Improved Services section provides educational partners with a comprehensive description, within a single dedicated section, of how an LEA plans to increase or improve services for its unduplicated students as defined in *EC* Section 42238.02 in grades TK–12 as compared to all students in grades TK–12, as applicable, and how LEA-wide or schoolwide actions identified for this purpose meet regulatory requirements. Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broader understanding of educational partners to facilitate their ability to provide input. An LEA’s description in this section must align with the actions included in the Goals and Actions section as contributing.

Please Note: For the purpose of meeting the Increased or Improved Services requirement and consistent with *EC* Section 42238.02, long-term English learners are included in the English learner student group.

### **Statutory Requirements**

An LEA is required to demonstrate in its LCAP how it is increasing or improving services for its students who are foster youth, English learners, and/or low-income, collectively referred to as unduplicated students, as compared to the services provided to all students in proportion to the increase in funding it receives based on the number and concentration of unduplicated students in the LEA (*EC* Section 42238.07[a][1], *EC*

Section 52064[b][8][B]; 5 CCR Section 15496[a]). This proportionality percentage is also known as the “minimum proportionality percentage” or “MPP.” The manner in which an LEA demonstrates it is meeting its MPP is two-fold: (1) through the expenditure of LCFF funds or through the identification of a Planned Percentage of Improved Services as documented in the Contributing Actions Table, and (2) through the explanations provided in the Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students section.

To improve services means to grow services in quality and to increase services means to grow services in quantity. Services are increased or improved by those actions in the LCAP that are identified in the Goals and Actions section as contributing to the increased or improved services requirement, whether they are provided across the entire LEA (LEA-wide action), provided to an entire school (Schoolwide action), or solely provided to one or more unduplicated student group(s) (Limited action).

Therefore, for *any* action contributing to meet the increased or improved services requirement, the LEA must include an explanation of:

- How the action is increasing or improving services for the unduplicated student group(s) (Identified Needs and Action Design), and
- How the action meets the LEA's goals for its unduplicated pupils in the state and any local priority areas (Measurement of Effectiveness).

**LEA-wide and Schoolwide Actions**

In addition to the above required explanations, LEAs must provide a justification for why an LEA-wide or Schoolwide action is being provided to all students and how the action is intended to improve outcomes for unduplicated student group(s) as compared to all students.

- Conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit connection or further explanation as to how, are not sufficient.
- Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increased or improved services standard because enrolling students is not the same as serving students.

**For School Districts Only**

Actions provided on an **LEA-wide** basis at **school districts with an unduplicated pupil percentage of less than 55 percent** must also include a description of how the actions are the most effective use of the funds to meet the district's goals for its unduplicated pupils in the state and any local priority areas. The description must provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

Actions provided on a **Schoolwide** basis for **schools with less than 40 percent enrollment of unduplicated pupils** must also include a description of how these actions are the most effective use of the funds to meet the district's goals for its unduplicated pupils in the state and any local priority areas. The description must provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

**Requirements and Instructions**

Complete the tables as follows:

- Specify the amount of LCFF supplemental and concentration grant funds the LEA estimates it will receive in the coming year based on the number and concentration of foster youth, English learner, and low-income students. This amount includes the Additional 15 percent LCFF Concentration Grant.

**Projected Additional 15 percent LCFF Concentration Grant**

- Specify the amount of additional LCFF concentration grant add-on funding, as described in *EC* Section 42238.02, that the LEA estimates it will receive in the coming year.

**Projected Percentage to Increase or Improve Services for the Coming School Year**

- Specify the estimated percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year as calculated pursuant to 5 *CCR* Section 15496(a)(7).

**LCFF Carryover — Percentage**

- Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).

**LCFF Carryover — Dollar**

- Specify the LCFF Carryover — Dollar amount identified in the LCFF Carryover Table. If a carryover amount is not identified in the LCFF Carryover Table, specify an amount of zero (\$0).

**Total Percentage to Increase or Improve Services for the Coming School Year**

- Add the Projected Percentage to Increase or Improve Services for the Coming School Year and the Proportional LCFF Required Carryover Percentage and specify the percentage. This is the LEA’s percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year, as calculated pursuant to 5 *CCR* Section 15496(a)(7).

**Required Descriptions:**

**LEA-wide and Schoolwide Actions**

For each action being provided to an entire LEA or school, provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) for whom the action is principally directed, (2) how the action is designed to address the identified need(s) and why it is being provided on an LEA or schoolwide basis, and (3) the metric(s) used to measure the effectiveness of the action in improving outcomes for the unduplicated student group(s).

If the LEA has provided this required description in the Action Descriptions, state as such within the table.

Complete the table as follows:

**Identified Need(s)**

Provide an explanation of the unique identified need(s) of the LEA’s unduplicated student group(s) for whom the action is principally directed.

An LEA demonstrates how an action is principally directed towards an unduplicated student group(s) when the LEA explains the need(s), condition(s), or circumstance(s) of the unduplicated student group(s) identified through a needs assessment and how the action addresses them. A meaningful needs assessment includes, at a minimum, analysis of applicable student achievement data and educational partner feedback.

**How the Action(s) are Designed to Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis**

Provide an explanation of how the action as designed will address the unique identified need(s) of the LEA’s unduplicated student group(s) for whom the action is principally directed and the rationale for why the action is being provided on an LEA-wide or schoolwide basis.

- As stated above, conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit connection or further explanation as to how, are not sufficient.
- Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increased or improved services standard because enrolling students is not the same as serving students.

**Metric(s) to Monitor Effectiveness**

Identify the metric(s) being used to measure the progress and effectiveness of the action(s).

**Note for COEs and Charter Schools:** In the case of COEs and charter schools, schoolwide and LEA-wide are considered to be synonymous.

**Limited Actions**

For each action being solely provided to one or more unduplicated student group(s), provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) being served, (2) how the action is designed to address the identified need(s), and (3) how the effectiveness of the action in improving outcomes for the unduplicated student group(s) will be measured.

If the LEA has provided the required descriptions in the Action Descriptions, state as such.

Complete the table as follows:

**Identified Need(s)**

Provide an explanation of the unique need(s) of the unduplicated student group(s) being served identified through the LEA’s needs assessment. A meaningful needs assessment includes, at a minimum, analysis of applicable student achievement data and educational partner feedback.

**How the Action(s) are Designed to Address Need(s)**

Provide an explanation of how the action is designed to address the unique identified need(s) of the unduplicated student group(s) being served.

## Metric(s) to Monitor Effectiveness

Identify the metric(s) being used to measure the progress and effectiveness of the action(s).

For any limited action contributing to meeting the increased or improved services requirement that is associated with a Planned Percentage of Improved Services in the Contributing Summary Table rather than an expenditure of LCFF funds, describe the methodology that was used to determine the contribution of the action towards the proportional percentage, as applicable.

- For each action with an identified Planned Percentage of Improved Services, identify the goal and action number and describe the methodology that was used.
- When identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.
- For example, an LEA determines that there is a need to analyze data to ensure that instructional aides and expanded learning providers know what targeted supports to provide to students who are foster youth. The LEA could implement this action by hiring additional staff to collect and analyze data and to coordinate supports for students, which, based on the LEA's current pay scale, the LEA estimates would cost \$165,000. Instead, the LEA chooses to utilize a portion of existing staff time to analyze data relating to students who are foster youth. This analysis will then be shared with site principals who will use the data to coordinate services provided by instructional assistants and expanded learning providers to target support to students. In this example, the LEA would divide the estimated cost of \$165,000 by the amount of LCFF Funding identified in the Total Planned Expenditures Table and then convert the quotient to a percentage. This percentage is the Planned Percentage of Improved Services for the action.

## Additional Concentration Grant Funding

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

An LEA that receives the additional concentration grant add-on described in *EC* Section 42238.02 is required to demonstrate how it is using these funds to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent as compared to the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is equal to or less than 55 percent. The staff who provide direct services to students must be certificated staff and/or classified staff employed by the LEA; classified staff includes custodial staff.

Provide the following descriptions, as applicable to the LEA:

- An LEA that does not receive a concentration grant or the concentration grant add-on must indicate that a response to this prompt is not applicable.

- Identify the goal and action numbers of the actions in the LCAP that the LEA is implementing to meet the requirement to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent.
- An LEA that does not have comparison schools from which to describe how it is using the concentration grant add-on funds, such as a single-school LEA or an LEA that only has schools with an enrollment of unduplicated students that is greater than 55 percent, must describe how it is using the funds to increase the number of credentialed staff, classified staff, or both, including custodial staff, who provide direct services to students at selected schools and the criteria used to determine which schools require additional staffing support.
- In the event that an additional concentration grant add-on is not sufficient to increase staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent, the LEA must describe how it is using the funds to retain staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent.

Complete the table as follows:

- Provide the staff-to-student ratio of classified staff providing direct services to students with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of classified staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA.
  - The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA.
  - The staff-to-student ratio must be based on the number of full-time equivalent (FTE) staff and the number of enrolled students as counted on the first Wednesday in October of each year.
- Provide the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA.
  - The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA.
  - The staff-to-student ratio must be based on the number of FTE staff and the number of enrolled students as counted on the first Wednesday in October of each year.

## Action Tables

Complete the Total Planned Expenditures Table for each action in the LCAP. The information entered into this table will automatically populate the other Action Tables. Information is only entered into the Total Planned Expenditures Table, the Annual Update Table, the Contributing Actions Annual Update Table, and the LCFF Carryover Table. The word “input” has been added to column headers to aid in identifying the column(s) where information will be entered. Information is not entered on the remaining Action tables.

The following tables are required to be included as part of the LCAP adopted by the local governing board or governing body:

- Table 1: Total Planned Expenditures Table (for the coming LCAP Year)
- Table 2: Contributing Actions Table (for the coming LCAP Year)
- Table 3: Annual Update Table (for the current LCAP Year)
- Table 4: Contributing Actions Annual Update Table (for the current LCAP Year)
- Table 5: LCFF Carryover Table (for the current LCAP Year)

Note: The coming LCAP Year is the year that is being planned for, while the current LCAP year is the current year of implementation. For example, when developing the 2024–25 LCAP, 2024–25 will be the coming LCAP Year and 2023–24 will be the current LCAP Year.

### ***Total Planned Expenditures Table***

In the Total Planned Expenditures Table, input the following information for each action in the LCAP for that applicable LCAP year:

- **LCAP Year:** Identify the applicable LCAP Year.
- **1. Projected LCFF Base Grant:** Provide the total amount estimated LCFF entitlement for the coming school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Block Grant program, the former Home-to-School Transportation program, and the Small School District Transportation program, pursuant to 5 CCR Section 15496(a)(8). Note that the LCFF Base Grant for purposes of the LCAP also includes the Necessary Small Schools and Economic Recovery Target allowances for school districts, and County Operations Grant for COEs.

See EC sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF entitlement calculations.

- **2. Projected LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants estimated on the basis of the number and concentration of unduplicated students for the coming school year.
- **3. Projected Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected LCFF Base Grant and the Projected LCFF Supplemental and/or Concentration Grants, pursuant to 5 CCR Section 15496(a)(8). This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the coming LCAP year.
- **LCFF Carryover — Percentage:** Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table from the prior LCAP year. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).
- **Total Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected Percentage to Increase or Improve Services for the Coming School Year and the LCFF Carryover —

Percentage. ***This is the percentage by which the LEA must increase or improve services for unduplicated pupils as compared to the services provided to all students in the coming LCAP year.***

- **Goal #:** Enter the LCAP Goal number for the action.
- **Action #:** Enter the action's number as indicated in the LCAP Goal.
- **Action Title:** Provide a title of the action.
- **Student Group(s):** Indicate the student group or groups who will be the primary beneficiary of the action by entering "All," or by entering a specific student group or groups.
- **Contributing to Increased or Improved Services?:** Type "Yes" if the action **is** included as contributing to meeting the increased or improved services requirement; OR, type "No" if the action is **not** included as contributing to meeting the increased or improved services requirement.
- If "Yes" is entered into the Contributing column, then complete the following columns:
  - **Scope:** The scope of an action may be LEA-wide (i.e., districtwide, countywide, or charterwide), schoolwide, or limited. An action that is LEA-wide in scope upgrades the entire educational program of the LEA. An action that is schoolwide in scope upgrades the entire educational program of a single school. An action that is limited in its scope is an action that serves only one or more unduplicated student groups.
  - **Unduplicated Student Group(s):** Regardless of scope, contributing actions serve one or more unduplicated student groups. Indicate one or more unduplicated student groups for whom services are being increased or improved as compared to what all students receive.
  - **Location:** Identify the location where the action will be provided. If the action is provided to all schools within the LEA, the LEA must indicate "All Schools." If the action is provided to specific schools within the LEA or specific grade spans only, the LEA must enter "Specific Schools" or "Specific Grade Spans." Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades transitional kindergarten through grade five), as appropriate.
- **Time Span:** Enter "ongoing" if the action will be implemented for an indeterminate period of time. Otherwise, indicate the span of time for which the action will be implemented. For example, an LEA might enter "1 Year," or "2 Years," or "6 Months."
- **Total Personnel:** Enter the total amount of personnel expenditures utilized to implement this action.
- **Total Non-Personnel:** This amount will be automatically calculated based on information provided in the Total Personnel column and the Total Funds column.

- **LCFF Funds:** Enter the total amount of LCFF funds utilized to implement this action, if any. LCFF funds include all funds that make up an LEA’s total LCFF target (i.e., base grant, grade span adjustment, supplemental grant, concentration grant, Targeted Instructional Improvement Block Grant, and Home-To-School Transportation).
  - **Note:** For an action to contribute towards meeting the increased or improved services requirement, it must include some measure of LCFF funding. The action may also include funding from other sources, however the extent to which an action contributes to meeting the increased or improved services requirement is based on the LCFF funding being used to implement the action.
- **Other State Funds:** Enter the total amount of Other State Funds utilized to implement this action, if any.
  - **Note:** Equity Multiplier funds must be included in the “Other State Funds” category, not in the “LCFF Funds” category. As a reminder, Equity Multiplier funds must be used to supplement, not supplant, funding provided to Equity Multiplier schoolsites for purposes of the LCFF, the ELO-P, the LCRS, and/or the CCSPP. This means that Equity Multiplier funds must not be used to replace funding that an Equity Multiplier schoolsite would otherwise receive to implement LEA-wide actions identified in the LEA’s LCAP or that an Equity Multiplier schoolsite would otherwise receive to implement provisions of the ELO-P, the LCRS, and/or the CCSPP.
- **Local Funds:** Enter the total amount of Local Funds utilized to implement this action, if any.
- **Federal Funds:** Enter the total amount of Federal Funds utilized to implement this action, if any.
- **Total Funds:** This amount is automatically calculated based on amounts entered in the previous four columns.
- **Planned Percentage of Improved Services:** For any action identified as contributing, being provided on a Limited basis to unduplicated students, and that does not have funding associated with the action, enter the planned quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%). A limited action is an action that only serves foster youth, English learners, and/or low-income students.
  - As noted in the instructions for the Increased or Improved Services section, when identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.

For example, an LEA determines that there is a need to analyze data to ensure that instructional aides and expanded learning providers know what targeted supports to provide to students who are foster youth. The LEA could implement this action by hiring additional staff to collect and analyze data and to coordinate supports for students, which, based on the LEA’s current pay scale, the LEA estimates would cost \$165,000. Instead, the LEA chooses to utilize a portion of existing staff time to analyze data relating to students who are foster youth. This analysis will then be shared with site principals who will use the data to coordinate services provided by instructional assistants and expanded learning providers to target support to students. In this example, the LEA would divide the estimated cost of \$165,000 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Planned Percentage of Improved Services for the action.

## ***Contributing Actions Table***

As noted above, information will not be entered in the Contributing Actions Table; however, the ‘Contributing to Increased or Improved Services?’ column will need to be checked to ensure that only actions with a “Yes” are displaying. If actions with a “No” are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the “Yes” responses.

## ***Annual Update Table***

In the Annual Update Table, provide the following information for each action in the LCAP for the relevant LCAP year:

- **Estimated Actual Expenditures:** Enter the total estimated actual expenditures to implement this action, if any.

## ***Contributing Actions Annual Update Table***

In the Contributing Actions Annual Update Table, check the ‘Contributing to Increased or Improved Services?’ column to ensure that only actions with a “Yes” are displaying. If actions with a “No” are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the “Yes” responses. Provide the following information for each contributing action in the LCAP for the relevant LCAP year:

- **6. Estimated Actual LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants estimated based on the number and concentration of unduplicated students in the current school year.
- **Estimated Actual Expenditures for Contributing Actions:** Enter the total estimated actual expenditure of LCFF funds used to implement this action, if any.
- **Estimated Actual Percentage of Improved Services:** For any action identified as contributing, being provided on a Limited basis only to unduplicated students, and that does not have funding associated with the action, enter the total estimated actual quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%).
  - Building on the example provided above for calculating the Planned Percentage of Improved Services, the LEA in the example implements the action. As part of the annual update process, the LEA reviews implementation and student outcome data and determines that the action was implemented with fidelity and that outcomes for foster youth students improved. The LEA reviews the original estimated cost for the action and determines that had it hired additional staff to collect and analyze data and to coordinate supports for students that estimated actual cost would have been \$169,500 due to a cost of living adjustment. The LEA would divide the estimated actual cost of \$169,500 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Estimated Actual Percentage of Improved Services for the action.

## ***LCFF Carryover Table***

- **9. Estimated Actual LCFF Base Grant:** Provide the total amount of estimated LCFF Target Entitlement for the current school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Block Grant program,

the former Home-to-School Transportation program, and the Small School District Transportation program, pursuant to 5 CCR Section 15496(a)(8). Note that the LCFF Base Grant for purposes of the LCAP also includes the Necessary Small Schools and Economic Recovery Target allowances for school districts, and County Operations Grant for COEs. See EC sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF entitlement calculations.

- **10. Total Percentage to Increase or Improve Services for the Current School Year:** This percentage will not be entered. The percentage is calculated based on the amounts of the Estimated Actual LCFF Base Grant (9) and the Estimated Actual LCFF Supplemental and/or Concentration Grants (6), pursuant to 5 CCR Section 15496(a)(8), plus the LCFF Carryover – Percentage from the prior year. This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the current LCAP year.

## ***Calculations in the Action Tables***

To reduce the duplication of effort of LEAs, the Action Tables include functionality such as pre-population of fields and cells based on the information provided in the Data Entry Table, the Annual Update Summary Table, and the Contributing Actions Table. For transparency, the functionality and calculations used are provided below.

### **Contributing Actions Table**

- **4. Total Planned Contributing Expenditures (LCFF Funds)**
  - This amount is the total of the Planned Expenditures for Contributing Actions (LCFF Funds) column.
- **5. Total Planned Percentage of Improved Services**
  - This percentage is the total of the Planned Percentage of Improved Services column.
- **Planned Percentage to Increase or Improve Services for the coming school year (4 divided by 1, plus 5)**
  - This percentage is calculated by dividing the Total Planned Contributing Expenditures (4) by the Projected LCFF Base Grant (1), converting the quotient to a percentage, and adding it to the Total Planned Percentage of Improved Services (5).

### **Contributing Actions Annual Update Table**

Pursuant to EC Section 42238.07(c)(2), if the Total Planned Contributing Expenditures (4) is less than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the LEA is required to calculate the difference between the Total Planned Percentage of Improved Services (5) and the Total Estimated Actual Percentage of Improved Services (7). If the Total Planned Contributing Expenditures (4) is equal to or greater than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the Difference Between Planned and Estimated Actual Percentage of Improved Services will display “Not Required.”

- **6. Estimated Actual LCFF Supplemental and Concentration Grants**

- This is the total amount of LCFF supplemental and concentration grants the LEA estimates it will actually receive based on the number and concentration of unduplicated students in the current school year.
- **4. Total Planned Contributing Expenditures (LCFF Funds)**
  - This amount is the total of the Last Year's Planned Expenditures for Contributing Actions (LCFF Funds).
- **7. Total Estimated Actual Expenditures for Contributing Actions**
  - This amount is the total of the Estimated Actual Expenditures for Contributing Actions (LCFF Funds).
- **Difference Between Planned and Estimated Actual Expenditures for Contributing Actions (Subtract 7 from 4)**
  - This amount is the Total Estimated Actual Expenditures for Contributing Actions (7) subtracted from the Total Planned Contributing Expenditures (4).
- **5. Total Planned Percentage of Improved Services (%)**
  - This amount is the total of the Planned Percentage of Improved Services column.
- **8. Total Estimated Actual Percentage of Improved Services (%)**
  - This amount is the total of the Estimated Actual Percentage of Improved Services column.
- **Difference Between Planned and Estimated Actual Percentage of Improved Services (Subtract 5 from 8)**
  - This amount is the Total Planned Percentage of Improved Services (5) subtracted from the Total Estimated Actual Percentage of Improved Services (8).

## **LCFF Carryover Table**

- **10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 plus Carryover %)**
  - This percentage is the Estimated Actual LCFF Supplemental and/or Concentration Grants (6) divided by the Estimated Actual LCFF Base Grant (9) plus the LCFF Carryover – Percentage from the prior year.
- **11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)**
  - This percentage is the Total Estimated Actual Expenditures for Contributing Actions (7) divided by the LCFF Funding (9), then converting the quotient to a percentage and adding the Total Estimated Actual Percentage of Improved Services (8).
- **12. LCFF Carryover — Dollar Amount LCFF Carryover (Subtract 11 from 10 and multiply by 9)**

- If the Estimated Actual Percentage of Increased or Improved Services (11) is less than the Estimated Actual Percentage to Increase or Improve Services (10), the LEA is required to carry over LCFF funds.

The amount of LCFF funds is calculated by subtracting the Estimated Actual Percentage to Increase or Improve Services (11) from the Estimated Actual Percentage of Increased or Improved Services (10) and then multiplying by the Estimated Actual LCFF Base Grant (9). This amount is the amount of LCFF funds that is required to be carried over to the coming year.

- **13. LCFF Carryover — Percentage (12 divided by 9)**

- This percentage is the unmet portion of the Percentage to Increase or Improve Services that the LEA must carry over into the coming LCAP year. The percentage is calculated by dividing the LCFF Carryover (12) by the LCFF Funding (9).

California Department of Education  
November 2024

**AT-WILL EMPLOYMENT AGREEMENT**

**Between**

**VIBRANT MINDS CHARTER SCHOOL**

**and**

**DIANA ABDELMALAK**

THIS AT-WILL EMPLOYMENT AGREEMENT (“Agreement”) is entered into by and between the Board of Directors (“Board”) of Vibrant Minds Charter School (“SCHOOL” or “EMPLOYER”), operating a California public charter school in Orange County, approved by the Anaheim Elementary School District (the “District”) and the above-named employee (“EMPLOYEE”). EMPLOYER desires to hire EMPLOYEE who will assist SCHOOL in achieving the goals and meeting the requirements of the SCHOOL Charters. The Board desires to engage the services of the EMPLOYEE for purpose of assisting SCHOOL in implementing its purposes, policies, and procedures. The parties recognize that SCHOOL is generally exempt from the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992 or elsewhere in other applicable laws or regulations.

WHEREAS, the SCHOOL and EMPLOYEE wish to enter into an at-will employment relationship under the conditions set forth herein, the parties hereby agree as follows:

**A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT**

1. The SCHOOL has been established and operates pursuant to the Charter Schools Act of 1992, California Education Code section 47600, et seq. The SCHOOL’s charter is available to you on the SCHOOL’S website and can be provided to you separately as a PDF file at your request and is incorporated by reference herein. EMPLOYEE agrees to read and become familiar with the provisions of the SCHOOL’s charter and to act always in accordance with the educational mission, policies and procedures described therein. The SCHOOL has been duly approved by the Board of Education of the District.
2. EMPLOYEE understands that the SCHOOL is a separate legal entity from the District. The District is not liable for any debts or obligations of the SCHOOL, and EMPLOYEE expressly recognizes that he/she/they is being employed by the SCHOOL and not the District.
3. Pursuant to California Education Code (“Cal. Ed. Code”) section 47610, the SCHOOL must comply with all of the provisions set forth in its charter but is otherwise generally exempt from the laws governing school districts except as specified in the California Charter Schools Act, the SCHOOL’s charter or other relevant law.
4. The SCHOOL shall be deemed the exclusive public-school employer of the employees at the SCHOOL for purposes of California Government Code section 3540.1.

EMPLOYEE is willing and qualified to provide the services referenced above. The SCHOOL has need of the EMPLOYEE’s services and therefore desires to employ the EMPLOYEE. Employment terms are governed by this Agreement and the current SCHOOL charter, handbooks, policies, procedures, rules or regulations, as adopted and amended from time to time by the SCHOOL.

**B. DUTIES**

A copy of the job description for EMPLOYEE’s position as Certificated Teacher is incorporated by reference herein (See Attached “Exhibit A”). The duties set forth in that job description may be amended from time to time at the sole discretion of the SCHOOL. EMPLOYEE agrees that he/she/they shall at all times faithfully, industriously, and to the best of their ability, perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this Agreement by the accomplishment of:

1. Fulfilling the functions enumerated in the EMPLOYEE’s job description; and
2. Such other duties for which Employee is qualified to perform as assigned by the Board or the SCHOOL as necessary in the SCHOOL’s discretion and judgment to effectuate the purposes of this Agreement. The EMPLOYEE understands that the SCHOOL may assign additional duties and responsibilities reasonably related to the position, credential authorization, instructional program, and operational needs of the SCHOOL. Assignments may include changes in grade level, subject area, committee participation, school events, supervision duties, or other responsibilities necessary to support SCHOOL operations and student success. In addition, the EMPLOYEE shall attend all parent/teacher conferences, special education meetings at which the EMPLOYEE’s attendance is required or requested, any planned SCHOOL events, including any events in the morning prior to the beginning of the work day, in the evening after the work day has concluded or over the weekend and any and all training, professional development and/or planning sessions before or during the school year; and
3. Instructional staff may be required to submit lesson plans, instructional planning documents, pacing guides, assessment data, or other instructional materials in accordance with SCHOOL instructional systems and leadership expectations.
4. The EMPLOYEE will perform such duties as the SCHOOL may reasonably assign and will abide by all the SCHOOL’s policies and procedures as adopted and amended from time to time, including those policies and procedures set forth in the SCHOOL’s current Employee Handbook, incorporated herein by reference (See Attached “Exhibit B”), which may be amended from time to time at the sole discretion of the SCHOOL; and
5. EMPLOYEE will not render services in person or by electronic means, paid or otherwise for any other entity during contracted work hours with the SCHOOL; and
6. EMPLOYEE will conduct themselves in a respectful and responsible manner as a representative of the SCHOOL both on and off campus. EMPLOYEE will refrain from engaging in any inappropriate behavior, including but not limited to sexual relations, while on SCHOOL property. EMPLOYEE agrees to perform all duties in a professional manner and to comply with all SCHOOL policies regarding professional conduct, including maintaining appropriate professional boundaries with students at all times.
7. EMPLOYEE acknowledges that he/she/they are a mandated reporter under California law and agrees to comply with all required reporting obligations, including the duty to personally report suspected child abuse or neglect. EMPLOYEE further agrees to complete all required mandated reporter and child abuse prevention trainings.

**C. PROFESSIONAL EXPECTATIONS**

EMPLOYEE is expected to demonstrate professionalism through effective communication, reliability, preparedness, collaboration, adherence to SCHOOL policies, and timely completion of assigned responsibilities. EMPLOYEE is expected to maintain respectful and constructive interactions with colleagues, students, and families and contribute positively to a professional and student-centered work environment.

**D. COMPENSATION**

The SCHOOL will pay the EMPLOYEE a salary commensurate with the approved gross salary as specified herein. Compensation earned will be paid to EMPLOYEE on EMPLOYER’s regular paydays, subject to legally required withholdings and deductions and such other withholdings and deductions authorized by EMPLOYEE. If the EMPLOYEE fails to complete the Term of this Agreement for any reason whatsoever, EMPLOYEE is entitled to be paid the annual salary prorated to the amount of work actually performed.

EMPLOYEE shall receive an annual gross salary of \$75,256.00.

The pay/salary schedule may be augmented with the inclusion of a portion or all of COLA, depending upon the amount.

Employee benefits, including leave entitlements, shall be governed by the SCHOOL’s Employee Handbook and

applicable law.

**E. BENEFITS**

Certificated positions at SCHOOL designated as full-time will be entitled to participate in designated employee benefit programs and plans established by the SCHOOL from time to time for the benefit of its employees. This includes payments to the State Employees Retirement System (STRS) or other retirement benefit programs, health insurance, dental care insurance, and vision insurance (subject to program and eligibility requirements). This position does include these benefits.

EMPLOYEE will have no rights or entitlement under any District policy or procedure unless that policy or procedure has been adopted by EMPLOYER and specifically made applicable to EMPLOYEE by EMPLOYER. Notwithstanding the foregoing, EMPLOYEE will be covered by all applicable federal and state employment laws including those prohibiting discrimination or harassment in the workplace.

**F. EMPLOYEE HANDBOOK AND POLICIES**

Employee agrees to abide by all policies and procedures of the SCHOOL, including those set forth in the Employee Handbook, as may be amended from time to time.

The Employee Handbook does not create a contract of employment and may be modified at the sole discretion of the SCHOOL.

The SCHOOL reserves the right to interpret and apply its policies in compliance with applicable law.

**G. TRAINING REQUIREMENTS**

EMPLOYEE agrees to complete all required trainings within timelines established by the SCHOOL, including mandated reporter training, child abuse prevention training, safety training, and other compliance-related trainings.

**H. QUALIFICATIONS**

EMPLOYEE understands that employment is contingent upon verification and maintenance of applicable licensure, credentials (compliant with ESSA, as applicable) and other legally required qualifications, including but not limited to fingerprint clearance from the California Department of Justice, employment verification pursuant to AB 2534, reference check, and tuberculosis screening or testing, where required. EMPLOYEE has a continuing duty to report any arrests or criminal charges to SCHOOL within one (1) business day.

EMPLOYEE understands that employment is contingent upon EMPLOYEE obtaining a valid teaching credential at the EMPLOYEE's own expense unless otherwise agreed to in writing. EMPLOYEE understands EMPLOYEE is solely responsible for obtaining the required training, education and obtaining and filing with the proper entities the required documentation necessary to obtain and maintain a valid California teaching credential. This Agreement may be terminated at any time if EMPLOYEE fails to maintain a valid teaching credential (general education certificated assignment) or fails to obtain a valid teaching credential prior to the start of employment.

**I. WORK SCHEDULE**

The current SCHOOL calendar is incorporated by reference herein. The school year officially begins July 1, 2026, and concludes June 30, 2027. This may differ from an EMPLOYEE'S official start date, which may vary from year-to-year. An EMPLOYEE may be called upon to work prior to his/her/their official start date or after his/her/their official end date within the school year

Subject to earlier termination as an At-Will Employee and as provided in this Agreement, EMPLOYEE agrees to begin working on or about August 3, 2026, as specified in the SCHOOL calendar. Unless terminated earlier, this Agreement shall terminate automatically at midnight on the final day of the SCHOOL year as specified in the SCHOOL calendar, but no later than June 30, 2027. EMPLOYEE's day-to-day work schedule shall be consistent with the SCHOOL's schedule. Nothing in this paragraph or the employee's day-to-day work schedule shall alter EMPLOYEE's At-Will employee status.

EMPLOYEE understands that the one hundred ninety-one (191) workdays during a school year include paid professional development days and other required workdays, as specified in the SCHOOL calendar. EMPLOYEE may be required to work days prior to the start of student instruction and following the end of the instructional year, as indicated on the SCHOOL calendar, to fulfill all obligations of this Agreement.

Newly hired employees may be required to attend up to five (5) additional professional development and onboarding days prior to the start of the instructional year, for a total of up to one hundred ninety-six (196) contracted workdays.

As a minimum performance requirement, the work schedule for the EMPLOYEE shall be Monday through Friday, during regular school hours (approximately 8:00 a.m. through 3:30 p.m., with the exception of one day per week from 8:00 a.m. through 4:15 p.m. due to the Teacher Think Tank Sessions). Employees are expected to fulfill professional responsibilities associated with the position, which may periodically require attendance at meetings, conferences, professional development, school events, family engagement activities, or other assigned duties occurring outside the regular instructional day. Due to the professional responsibilities associated with this exempt position, actual work hours may periodically extend beyond the regular instructional day. As this position is exempt from overtime, additional duties of the EMPLOYEE may need to be performed outside of the daily work schedule. These additional duties include but are not limited to: Parent/Teacher Conferences, Community Events, Field Trips, Dances, and Student Events. Additional duties may take place on weekends and/or mornings and evenings, before/after the conclusion of the minimum work schedule hours noted above herein.

Employee understands that as a salaried exempt professional, duties may extend beyond the regular instructional day as necessary to fulfill the responsibilities of the position.

#### **J. INTELLECTUAL PROPERTY**

1. *Ownership.* All intellectual property developed by the SCHOOL or developed by EMPLOYEE while employed by SCHOOL under this Contract will be owned by the SCHOOL including, without limitation, works of authorship (e.g., writings, graphic designs and computer programs); inventions (whether tangible or intangible); and, trademarks. However, the following intellectual property is *excluded* from ownership by the SCHOOL under this Contract, absent further agreement with EMPLOYEE:
  - a. That which is developed without use of equipment, supplies, facilities or trade secret information of the SCHOOL, and EMPLOYEE can demonstrate was created in its entirety entirely on EMPLOYEE's own time, which also (a) does not relate (1) to the business of the SCHOOL; (2) to the SCHOOL's actual or demonstrably anticipated research or development; or (b) which does not result from work performed by EMPLOYEE for the SCHOOL. (See California Labor Code Section 2870).
2. *Protection.* The SCHOOL may, at its sole discretion and at its own expense, choose to seek, obtain, maintain, enforce, or forego any form of protection for intellectual property owned by it under this Agreement.
3. *Cooperation.* At the SCHOOL's expense, EMPLOYEE will cooperate with the SCHOOL to facilitate the provisions of this section of the Agreement, without limitation, through execution of assignments, execution of formal documents to support applications for intellectual property protection and providing testimony in litigation to enforce or defend the SCHOOL's intellectual property rights.

#### **K. PROPRIETARY PROPERTY**

The SCHOOL's proprietary property is the personal property of the SCHOOL and constitutes confidential trade secrets and curriculum, which comprises the substance of the SCHOOL's business. As part of the consideration for EMPLOYEE's employment and the compensation received from the SCHOOL, EMPLOYEE agrees at all times, both during or after termination of employment, except as necessary in the ordinary course of performing duties as an employee of the SCHOOL:

1. EMPLOYEE shall keep in the strictest confidence and trust all proprietary information.
2. EMPLOYEE shall not knowingly use, reproduce, disseminate, disclose, publish, or do anything related to any proprietary information or rights for any unauthorized purpose.

3. EMPLOYEE shall at all times during employment promptly advise the SCHOOL of any knowledge that employee may have of any unauthorized release or use of the SCHOOL's proprietary information.

"Proprietary Information" means information (a) that is not known by actual or potential competitors of the SCHOOL or is generally unavailable to the public, (b) that has been created, discovered, developed, or otherwise conveyed to the SCHOOL, and (c) that has material economic value or potential material economic value to the SCHOOL's present and future educational operations. "Proprietary Information" shall include trade secrets (as that term is defined under California Civil Code Section 3426.1) and all other discoveries, developments, designs, improvements, inventions, formulas, software programs, processes, techniques, know-how, data, research, techniques, technical data, and any modifications or enhancements of any of the foregoing, and all program, marketing, sales, or other financial or business information disclosed to employee by the SCHOOL.

**L. EVALUATION**

The SCHOOL shall evaluate and assess the performance of the EMPLOYEE in accordance with SCHOOL personnel policies, adopted evaluation procedures, and instructional expectations. Evaluation processes may include goal-setting meetings, instructional observations, coaching conversations, and/or summative evaluations as determined by the SCHOOL.

Performance may be assessed based on instructional effectiveness, professionalism, communication, reliability, collaboration, preparedness, adherence to SCHOOL policies, and fulfillment of assigned responsibilities.

**M. AT-WILL EMPLOYMENT**

EMPLOYEE understands that no promise of a specific term of employment has been made by the SCHOOL. All employment at the SCHOOL is at-will. Either the EMPLOYEE or the SCHOOL may terminate EMPLOYEE's employment at any time with or without cause and with or without advance notice.

EMPLOYEE may also be demoted or disciplined and the terms of his/her/their employment altered at any time, with or without cause, at the sole discretion of the SCHOOL.

No one other than the Board of the SCHOOL has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the term of this Agreement, and any such agreement must be in writing and must be signed by the Board of the SCHOOL and by the affected EMPLOYEE and must specifically state the intention to alter this "at-will" relationship.

No supervisor or representative of the SCHOOL has authority to enter into any agreement contrary to this at-will relationship except through a written agreement approved by the SCHOOL's Board.

**N. OUTSIDE EMPLOYMENT**

EMPLOYEE may engage in outside employment provided such employment does not interfere with the performance of duties, create a conflict of interest, or occur during scheduled work hours.

EMPLOYEE agrees to notify the SCHOOL of outside employment upon request. The SCHOOL reserves the right to address outside employment that conflicts with the EMPLOYEE's responsibilities or the SCHOOL's operations.

**O. NO TENURE**

During the term of this Agreement, EMPLOYEE understands that he/she/they will not acquire or accrue tenure or any employment rights with the SCHOOL.

**P. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE**

EMPLOYEE acknowledges and agrees to comply with all mandated reporter obligations under California law and SCHOOL policy.

## **Q. GENERAL PROVISIONS**

1. **Governing Law:** This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.
2. **Entire Agreement:** This Agreement, together with the exhibits, any documentation or information incorporated by reference and schedules hereto, constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior contemporaneous agreements or understandings, inducements or conditions, express implied, written or oral, between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the Agreement. The express terms of this Agreement control and supersede any course of performance or usage of the trade inconsistent with any of the terms of this Agreement.
3. **Modifications:** Any modifications or amendments of any of the terms and conditions of this Agreement must be expressly made by the parties hereto in writing.
4. **Severability:** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect, unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.
5. **Waiver of Breach:** The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.
6. **Assignment:** The rights and obligations of the respective parties under this Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.
7. **Attorneys' Fees:** In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, costs, expenses and disbursements incurred.

## **R. AGREEMENT TO ARBITRATE**

Any controversy, dispute or claim arising out of or relating to EMPLOYEE'S employment by the SCHOOL shall be settled through binding arbitration, pursuant to the SCHOOL'S Employer/Employee Arbitration Agreement, incorporated herein by reference (See Attached "Exhibit C").

## **S. ACCEPTANCE OF EMPLOYMENT**

By signing below, the EMPLOYEE declares as follows:

- a. I have read this Agreement and accept employment with the SCHOOL on the terms specified herein.
- b. All information I have provided to the SCHOOL related to my employment is true and accurate.
- c. I have received and reviewed the job description for this position and understand my job duties.
- d. I have received, reviewed and signed the SCHOOL Employer/Employee Arbitration Agreement.
- e. I have received and reviewed the SCHOOL calendar.
- f. I have received, reviewed and signed the Employee Handbook.
- g. I understand that employment-related disputes are subject to the SCHOOL's Arbitration Agreement.

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

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

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

\_\_\_\_\_

Telephone: \_\_\_\_\_

SCHOOL Approval: \_\_\_\_\_

Date \_\_\_\_\_

***This Employment Agreement is subject to ratification by the Governing Board of Vibrant Minds Charter School.***

**AT-WILL EMPLOYMENT AGREEMENT**

**Between**

**VIBRANT MINDS CHARTER SCHOOL**

**and**

**ASHIA FOARD**

THIS AT-WILL EMPLOYMENT AGREEMENT (“Agreement”) is entered into by and between the Board of Directors (“Board”) of Vibrant Minds Charter School (“SCHOOL” or “EMPLOYER”), operating a California public charter school in Orange County, approved by the Anaheim Elementary School District (the “District”) and the above-named employee (“EMPLOYEE”). EMPLOYER desires to hire EMPLOYEE who will assist SCHOOL in achieving the goals and meeting the requirements of the SCHOOL Charters. The Board desires to engage the services of the EMPLOYEE for purpose of assisting SCHOOL in implementing its purposes, policies, and procedures. The parties recognize that SCHOOL is generally exempt from the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992 or elsewhere in other applicable laws or regulations.

WHEREAS, the SCHOOL and EMPLOYEE wish to enter into an at-will employment relationship under the conditions set forth herein, the parties hereby agree as follows:

**A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT**

1. The SCHOOL has been established and operates pursuant to the Charter Schools Act of 1992, California Education Code section 47600, et seq. The SCHOOL’s charter is available to you on the SCHOOL’S website and can be provided to you separately as a PDF file at your request and is incorporated by reference herein. EMPLOYEE agrees to read and become familiar with the provisions of the SCHOOL’s charter and to act always in accordance with the educational mission, policies and procedures described therein. The SCHOOL has been duly approved by the Board of Education of the District.
2. EMPLOYEE understands that the SCHOOL is a separate legal entity from the District. The District is not liable for any debts or obligations of the SCHOOL, and EMPLOYEE expressly recognizes that he/she/they is being employed by the SCHOOL and not the District.
3. Pursuant to California Education Code (“Cal. Ed. Code”) section 47610, the SCHOOL must comply with all of the provisions set forth in its charter but is otherwise generally exempt from the laws governing school districts except as specified in the California Charter Schools Act, the SCHOOL’s charter or other relevant law.
4. The SCHOOL shall be deemed the exclusive public-school employer of the employees at the SCHOOL for purposes of California Government Code section 3540.1.

EMPLOYEE is willing and qualified to provide the services referenced above. The SCHOOL has need of the EMPLOYEE’s services and therefore desires to employ the EMPLOYEE. Employment terms are governed by this Agreement and the current SCHOOL charter, handbooks, policies, procedures, rules or regulations, as adopted and amended from time to time by the SCHOOL.

**B. DUTIES**

A copy of the job description for EMPLOYEE’s position as Certificated Teacher is incorporated by reference herein (See Attached “Exhibit A”). The duties set forth in that job description may be amended from time to time at the sole discretion of the SCHOOL. EMPLOYEE agrees that he/she/they shall at all times faithfully, industriously, and to the best of their ability, perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this Agreement by the accomplishment of:

1. Fulfilling the functions enumerated in the EMPLOYEE’s job description; and
2. Such other duties for which Employee is qualified to perform as assigned by the Board or the SCHOOL as necessary in the SCHOOL’s discretion and judgment to effectuate the purposes of this Agreement. The EMPLOYEE understands that the SCHOOL may assign additional duties and responsibilities reasonably related to the position, credential authorization, instructional program, and operational needs of the SCHOOL. Assignments may include changes in grade level, subject area, committee participation, school events, supervision duties, or other responsibilities necessary to support SCHOOL operations and student success. In addition, the EMPLOYEE shall attend all parent/teacher conferences, special education meetings at which the EMPLOYEE’s attendance is required or requested, any planned SCHOOL events, including any events in the morning prior to the beginning of the work day, in the evening after the work day has concluded or over the weekend and any and all training, professional development and/or planning sessions before or during the school year; and
3. Instructional staff may be required to submit lesson plans, instructional planning documents, pacing guides, assessment data, or other instructional materials in accordance with SCHOOL instructional systems and leadership expectations.
4. The EMPLOYEE will perform such duties as the SCHOOL may reasonably assign and will abide by all the SCHOOL’s policies and procedures as adopted and amended from time to time, including those policies and procedures set forth in the SCHOOL’s current Employee Handbook, incorporated herein by reference (See Attached “Exhibit B”), which may be amended from time to time at the sole discretion of the SCHOOL; and
5. EMPLOYEE will not render services in person or by electronic means, paid or otherwise for any other entity during contracted work hours with the SCHOOL; and
6. EMPLOYEE will conduct themselves in a respectful and responsible manner as a representative of the SCHOOL both on and off campus. EMPLOYEE will refrain from engaging in any inappropriate behavior, including but not limited to sexual relations, while on SCHOOL property. EMPLOYEE agrees to perform all duties in a professional manner and to comply with all SCHOOL policies regarding professional conduct, including maintaining appropriate professional boundaries with students at all times.
7. EMPLOYEE acknowledges that he/she/they are a mandated reporter under California law and agrees to comply with all required reporting obligations, including the duty to personally report suspected child abuse or neglect. EMPLOYEE further agrees to complete all required mandated reporter and child abuse prevention trainings.

**C. PROFESSIONAL EXPECTATIONS**

EMPLOYEE is expected to demonstrate professionalism through effective communication, reliability, preparedness, collaboration, adherence to SCHOOL policies, and timely completion of assigned responsibilities. EMPLOYEE is expected to maintain respectful and constructive interactions with colleagues, students, and families and contribute positively to a professional and student-centered work environment.

**D. COMPENSATION**

The SCHOOL will pay the EMPLOYEE a salary commensurate with the approved gross salary as specified herein. Compensation earned will be paid to EMPLOYEE on EMPLOYER’s regular paydays, subject to legally required withholdings and deductions and such other withholdings and deductions authorized by EMPLOYEE. If the EMPLOYEE fails to complete the Term of this Agreement for any reason whatsoever, EMPLOYEE is entitled to be paid the annual salary prorated to the amount of work actually performed.

EMPLOYEE shall receive an annual gross salary of \$71,106.00.

The pay/salary schedule may be augmented with the inclusion of a portion or all of COLA, depending upon the amount.

Employee benefits, including leave entitlements, shall be governed by the SCHOOL’s Employee Handbook and

applicable law.

**E. BENEFITS**

Certificated positions at SCHOOL designated as full-time will be entitled to participate in designated employee benefit programs and plans established by the SCHOOL from time to time for the benefit of its employees. This includes payments to the State Employees Retirement System (STRS) or other retirement benefit programs, health insurance, dental care insurance, and vision insurance (subject to program and eligibility requirements). This position does include these benefits.

EMPLOYEE will have no rights or entitlement under any District policy or procedure unless that policy or procedure has been adopted by EMPLOYER and specifically made applicable to EMPLOYEE by EMPLOYER. Notwithstanding the foregoing, EMPLOYEE will be covered by all applicable federal and state employment laws including those prohibiting discrimination or harassment in the workplace.

**F. EMPLOYEE HANDBOOK AND POLICIES**

Employee agrees to abide by all policies and procedures of the SCHOOL, including those set forth in the Employee Handbook, as may be amended from time to time.

The Employee Handbook does not create a contract of employment and may be modified at the sole discretion of the SCHOOL.

The SCHOOL reserves the right to interpret and apply its policies in compliance with applicable law.

**G. TRAINING REQUIREMENTS**

EMPLOYEE agrees to complete all required trainings within timelines established by the SCHOOL, including mandated reporter training, child abuse prevention training, safety training, and other compliance-related trainings.

**H. QUALIFICATIONS**

EMPLOYEE understands that employment is contingent upon verification and maintenance of applicable licensure, credentials (compliant with ESSA, as applicable) and other legally required qualifications, including but not limited to fingerprint clearance from the California Department of Justice, employment verification pursuant to AB 2534, reference check, and tuberculosis screening or testing, where required. EMPLOYEE has a continuing duty to report any arrests or criminal charges to SCHOOL within one (1) business day.

EMPLOYEE understands that employment is contingent upon EMPLOYEE obtaining a valid teaching credential at the EMPLOYEE's own expense unless otherwise agreed to in writing. EMPLOYEE understands EMPLOYEE is solely responsible for obtaining the required training, education and obtaining and filing with the proper entities the required documentation necessary to obtain and maintain a valid California teaching credential. This Agreement may be terminated at any time if EMPLOYEE fails to maintain a valid teaching credential (general education certificated assignment) or fails to obtain a valid teaching credential prior to the start of employment.

**I. WORK SCHEDULE**

The current SCHOOL calendar is incorporated by reference herein. The school year officially begins July 1, 2026, and concludes June 30, 2027. This may differ from an EMPLOYEE'S official start date, which may vary from year-to-year. An EMPLOYEE may be called upon to work prior to his/her/their official start date or after his/her/their official end date within the school year

Subject to earlier termination as an At-Will Employee and as provided in this Agreement, EMPLOYEE agrees to begin working on or about August 3, 2026, as specified in the SCHOOL calendar. Unless terminated earlier, this Agreement shall terminate automatically at midnight on the final day of the SCHOOL year as specified in the SCHOOL calendar, but no later than June 30, 2027. EMPLOYEE's day-to-day work schedule shall be consistent with the SCHOOL's schedule. Nothing in this paragraph or the employee's day-to-day work schedule shall alter EMPLOYEE's At-Will employee status.

EMPLOYEE understands that the one hundred ninety-one (191) workdays during a school year include paid professional development days and other required workdays, as specified in the SCHOOL calendar. EMPLOYEE may be required to work days prior to the start of student instruction and following the end of the instructional year, as indicated on the SCHOOL calendar, to fulfill all obligations of this Agreement.

Newly hired employees may be required to attend up to five (5) additional professional development and onboarding days prior to the start of the instructional year, for a total of up to one hundred ninety-six (196) contracted workdays.

As a minimum performance requirement, the work schedule for the EMPLOYEE shall be Monday through Friday, during regular school hours (approximately 8:00 a.m. through 3:30 p.m., with the exception of one day per week from 8:00 a.m. through 4:15 p.m. due to the Teacher Think Tank Sessions). Employees are expected to fulfill professional responsibilities associated with the position, which may periodically require attendance at meetings, conferences, professional development, school events, family engagement activities, or other assigned duties occurring outside the regular instructional day. Due to the professional responsibilities associated with this exempt position, actual work hours may periodically extend beyond the regular instructional day. As this position is exempt from overtime, additional duties of the EMPLOYEE may need to be performed outside of the daily work schedule. These additional duties include but are not limited to: Parent/Teacher Conferences, Community Events, Field Trips, Dances, and Student Events. Additional duties may take place on weekends and/or mornings and evenings, before/after the conclusion of the minimum work schedule hours noted above herein.

Employee understands that as a salaried exempt professional, duties may extend beyond the regular instructional day as necessary to fulfill the responsibilities of the position.

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1. *Ownership.* All intellectual property developed by the SCHOOL or developed by EMPLOYEE while employed by SCHOOL under this Contract will be owned by the SCHOOL including, without limitation, works of authorship (e.g., writings, graphic designs and computer programs); inventions (whether tangible or intangible); and, trademarks. However, the following intellectual property is *excluded* from ownership by the SCHOOL under this Contract, absent further agreement with EMPLOYEE:
  - a. That which is developed without use of equipment, supplies, facilities or trade secret information of the SCHOOL, and EMPLOYEE can demonstrate was created in its entirety entirely on EMPLOYEE's own time, which also (a) does not relate (1) to the business of the SCHOOL; (2) to the SCHOOL's actual or demonstrably anticipated research or development; or (b) which does not result from work performed by EMPLOYEE for the SCHOOL. (See California Labor Code Section 2870).
2. *Protection.* The SCHOOL may, at its sole discretion and at its own expense, choose to seek, obtain, maintain, enforce, or forego any form of protection for intellectual property owned by it under this Agreement.
3. *Cooperation.* At the SCHOOL's expense, EMPLOYEE will cooperate with the SCHOOL to facilitate the provisions of this section of the Agreement, without limitation, through execution of assignments, execution of formal documents to support applications for intellectual property protection and providing testimony in litigation to enforce or defend the SCHOOL's intellectual property rights.

#### **K. PROPRIETARY PROPERTY**

The SCHOOL's proprietary property is the personal property of the SCHOOL and constitutes confidential trade secrets and curriculum, which comprises the substance of the SCHOOL's business. As part of the consideration for EMPLOYEE's employment and the compensation received from the SCHOOL, EMPLOYEE agrees at all times, both during or after termination of employment, except as necessary in the ordinary course of performing duties as an employee of the SCHOOL:

1. EMPLOYEE shall keep in the strictest confidence and trust all proprietary information.
2. EMPLOYEE shall not knowingly use, reproduce, disseminate, disclose, publish, or do anything related to any proprietary information or rights for any unauthorized purpose.

3. EMPLOYEE shall at all times during employment promptly advise the SCHOOL of any knowledge that employee may have of any unauthorized release or use of the SCHOOL's proprietary information.

"Proprietary Information" means information (a) that is not known by actual or potential competitors of the SCHOOL or is generally unavailable to the public, (b) that has been created, discovered, developed, or otherwise conveyed to the SCHOOL, and (c) that has material economic value or potential material economic value to the SCHOOL's present and future educational operations. "Proprietary Information" shall include trade secrets (as that term is defined under California Civil Code Section 3426.1) and all other discoveries, developments, designs, improvements, inventions, formulas, software programs, processes, techniques, know-how, data, research, techniques, technical data, and any modifications or enhancements of any of the foregoing, and all program, marketing, sales, or other financial or business information disclosed to employee by the SCHOOL.

**L. EVALUATION**

The SCHOOL shall evaluate and assess the performance of the EMPLOYEE in accordance with SCHOOL personnel policies, adopted evaluation procedures, and instructional expectations. Evaluation processes may include goal-setting meetings, instructional observations, coaching conversations, and/or summative evaluations as determined by the SCHOOL.

Performance may be assessed based on instructional effectiveness, professionalism, communication, reliability, collaboration, preparedness, adherence to SCHOOL policies, and fulfillment of assigned responsibilities.

**M. AT-WILL EMPLOYMENT**

EMPLOYEE understands that no promise of a specific term of employment has been made by the SCHOOL. All employment at the SCHOOL is at-will. Either the EMPLOYEE or the SCHOOL may terminate EMPLOYEE's employment at any time with or without cause and with or without advance notice.

EMPLOYEE may also be demoted or disciplined and the terms of his/her/their employment altered at any time, with or without cause, at the sole discretion of the SCHOOL.

No one other than the Board of the SCHOOL has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the term of this Agreement, and any such agreement must be in writing and must be signed by the Board of the SCHOOL and by the affected EMPLOYEE and must specifically state the intention to alter this "at-will" relationship.

No supervisor or representative of the SCHOOL has authority to enter into any agreement contrary to this at-will relationship except through a written agreement approved by the SCHOOL's Board.

**N. OUTSIDE EMPLOYMENT**

EMPLOYEE may engage in outside employment provided such employment does not interfere with the performance of duties, create a conflict of interest, or occur during scheduled work hours.

EMPLOYEE agrees to notify the SCHOOL of outside employment upon request. The SCHOOL reserves the right to address outside employment that conflicts with the EMPLOYEE's responsibilities or the SCHOOL's operations.

**O. NO TENURE**

During the term of this Agreement, EMPLOYEE understands that he/she/they will not acquire or accrue tenure or any employment rights with the SCHOOL.

**P. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE**

EMPLOYEE acknowledges and agrees to comply with all mandated reporter obligations under California law and SCHOOL policy.

## **Q. GENERAL PROVISIONS**

1. **Governing Law:** This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.
2. **Entire Agreement:** This Agreement, together with the exhibits, any documentation or information incorporated by reference and schedules hereto, constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior contemporaneous agreements or understandings, inducements or conditions, express implied, written or oral, between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the Agreement. The express terms of this Agreement control and supersede any course of performance or usage of the trade inconsistent with any of the terms of this Agreement.
3. **Modifications:** Any modifications or amendments of any of the terms and conditions of this Agreement must be expressly made by the parties hereto in writing.
4. **Severability:** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect, unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.
5. **Waiver of Breach:** The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.
6. **Assignment:** The rights and obligations of the respective parties under this Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.
7. **Attorneys' Fees:** In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, costs, expenses and disbursements incurred.

## **R. AGREEMENT TO ARBITRATE**

Any controversy, dispute or claim arising out of or relating to EMPLOYEE'S employment by the SCHOOL shall be settled through binding arbitration, pursuant to the SCHOOL'S Employer/Employee Arbitration Agreement, incorporated herein by reference (See Attached "Exhibit C").

## **S. ACCEPTANCE OF EMPLOYMENT**

By signing below, the EMPLOYEE declares as follows:

- a. I have read this Agreement and accept employment with the SCHOOL on the terms specified herein.
- b. All information I have provided to the SCHOOL related to my employment is true and accurate.
- c. I have received and reviewed the job description for this position and understand my job duties.
- d. I have received, reviewed and signed the SCHOOL Employer/Employee Arbitration Agreement.
- e. I have received and reviewed the SCHOOL calendar.
- f. I have received, reviewed and signed the Employee Handbook.
- g. I understand that employment-related disputes are subject to the SCHOOL'S Arbitration Agreement.

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

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

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

\_\_\_\_\_

Telephone: \_\_\_\_\_

SCHOOL Approval: \_\_\_\_\_

Date \_\_\_\_\_

***This Employment Agreement is subject to ratification by the Governing Board of Vibrant Minds Charter School.***

**AT-WILL EMPLOYMENT AGREEMENT**

**Between**

**VIBRANT MINDS CHARTER SCHOOL**

**and**

**BETHANN MCCANN**

THIS AT-WILL EMPLOYMENT AGREEMENT (“Agreement”) is entered into by and between the Board of Directors (“Board”) of Vibrant Minds Charter School (“SCHOOL” or “EMPLOYER”), operating a California public charter school in Orange County, approved by the Anaheim Elementary School District (the “District”) and the above-named employee (“EMPLOYEE”). EMPLOYER desires to hire EMPLOYEE who will assist SCHOOL in achieving the goals and meeting the requirements of the SCHOOL Charters. The Board desires to engage the services of the EMPLOYEE for purpose of assisting SCHOOL in implementing its purposes, policies, and procedures. The parties recognize that SCHOOL is generally exempt from the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992 or elsewhere in other applicable laws or regulations.

WHEREAS, the SCHOOL and EMPLOYEE wish to enter into an at-will employment relationship under the conditions set forth herein, the parties hereby agree as follows:

**A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT**

1. The SCHOOL has been established and operates pursuant to the Charter Schools Act of 1992, California Education Code section 47600, et seq. The SCHOOL’s charter is available to you on the SCHOOL’S website and can be provided to you separately as a PDF file at your request and is incorporated by reference herein. EMPLOYEE agrees to read and become familiar with the provisions of the SCHOOL’s charter and to act always in accordance with the educational mission, policies and procedures described therein. The SCHOOL has been duly approved by the Board of Education of the District.
2. EMPLOYEE understands that the SCHOOL is a separate legal entity from the District. The District is not liable for any debts or obligations of the SCHOOL, and EMPLOYEE expressly recognizes that he/she/they is being employed by the SCHOOL and not the District.
3. Pursuant to California Education Code (“Cal. Ed. Code”) section 47610, the SCHOOL must comply with all of the provisions set forth in its charter but is otherwise generally exempt from the laws governing school districts except as specified in the California Charter Schools Act, the SCHOOL’s charter or other relevant law.
4. The SCHOOL shall be deemed the exclusive public-school employer of the employees at the SCHOOL for purposes of California Government Code section 3540.1.

EMPLOYEE is willing and qualified to provide the services referenced above. The SCHOOL has need of the EMPLOYEE’s services and therefore desires to employ the EMPLOYEE. Employment terms are governed by this Agreement and the current SCHOOL charter, handbooks, policies, procedures, rules or regulations, as adopted and amended from time to time by the SCHOOL.

**B. DUTIES**

A copy of the job description for EMPLOYEE’s position as Certificated Teacher is incorporated by reference herein (See Attached “Exhibit A”). The duties set forth in that job description may be amended from time to time at the sole discretion of the SCHOOL. EMPLOYEE agrees that he/she/they shall at all times faithfully, industriously, and to the best of their ability, perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this Agreement by the accomplishment of:

1. Fulfilling the functions enumerated in the EMPLOYEE’s job description; and
2. Such other duties for which Employee is qualified to perform as assigned by the Board or the SCHOOL as necessary in the SCHOOL’s discretion and judgment to effectuate the purposes of this Agreement. The EMPLOYEE understands that the SCHOOL may assign additional duties and responsibilities reasonably related to the position, credential authorization, instructional program, and operational needs of the SCHOOL. Assignments may include changes in grade level, subject area, committee participation, school events, supervision duties, or other responsibilities necessary to support SCHOOL operations and student success. In addition, the EMPLOYEE shall attend all parent/teacher conferences, special education meetings at which the EMPLOYEE’s attendance is required or requested, any planned SCHOOL events, including any events in the morning prior to the beginning of the work day, in the evening after the work day has concluded or over the weekend and any and all training, professional development and/or planning sessions before or during the school year; and
3. Instructional staff may be required to submit lesson plans, instructional planning documents, pacing guides, assessment data, or other instructional materials in accordance with SCHOOL instructional systems and leadership expectations.
4. The EMPLOYEE will perform such duties as the SCHOOL may reasonably assign and will abide by all the SCHOOL’s policies and procedures as adopted and amended from time to time, including those policies and procedures set forth in the SCHOOL’s current Employee Handbook, incorporated herein by reference (See Attached “Exhibit B”), which may be amended from time to time at the sole discretion of the SCHOOL; and
5. EMPLOYEE will not render services in person or by electronic means, paid or otherwise for any other entity during contracted work hours with the SCHOOL; and
6. EMPLOYEE will conduct themselves in a respectful and responsible manner as a representative of the SCHOOL both on and off campus. EMPLOYEE will refrain from engaging in any inappropriate behavior, including but not limited to sexual relations, while on SCHOOL property. EMPLOYEE agrees to perform all duties in a professional manner and to comply with all SCHOOL policies regarding professional conduct, including maintaining appropriate professional boundaries with students at all times.
7. EMPLOYEE acknowledges that he/she/they are a mandated reporter under California law and agrees to comply with all required reporting obligations, including the duty to personally report suspected child abuse or neglect. EMPLOYEE further agrees to complete all required mandated reporter and child abuse prevention trainings.

**C. PROFESSIONAL EXPECTATIONS**

EMPLOYEE is expected to demonstrate professionalism through effective communication, reliability, preparedness, collaboration, adherence to SCHOOL policies, and timely completion of assigned responsibilities. EMPLOYEE is expected to maintain respectful and constructive interactions with colleagues, students, and families and contribute positively to a professional and student-centered work environment.

**D. COMPENSATION**

The SCHOOL will pay the EMPLOYEE a salary commensurate with the approved gross salary as specified herein. Compensation earned will be paid to EMPLOYEE on EMPLOYER’s regular paydays, subject to legally required withholdings and deductions and such other withholdings and deductions authorized by EMPLOYEE. If the EMPLOYEE fails to complete the Term of this Agreement for any reason whatsoever, EMPLOYEE is entitled to be paid the annual salary prorated to the amount of work actually performed.

EMPLOYEE shall receive an annual gross salary of \$63,338.00.

The pay/salary schedule may be augmented with the inclusion of a portion or all of COLA, depending upon the amount.

Employee benefits, including leave entitlements, shall be governed by the SCHOOL’s Employee Handbook and

applicable law.

**E. BENEFITS**

Certificated positions at SCHOOL designated as full-time will be entitled to participate in designated employee benefit programs and plans established by the SCHOOL from time to time for the benefit of its employees. This includes payments to the State Employees Retirement System (STRS) or other retirement benefit programs, health insurance, dental care insurance, and vision insurance (subject to program and eligibility requirements). This position does include these benefits.

EMPLOYEE will have no rights or entitlement under any District policy or procedure unless that policy or procedure has been adopted by EMPLOYER and specifically made applicable to EMPLOYEE by EMPLOYER. Notwithstanding the foregoing, EMPLOYEE will be covered by all applicable federal and state employment laws including those prohibiting discrimination or harassment in the workplace.

**F. EMPLOYEE HANDBOOK AND POLICIES**

Employee agrees to abide by all policies and procedures of the SCHOOL, including those set forth in the Employee Handbook, as may be amended from time to time.

The Employee Handbook does not create a contract of employment and may be modified at the sole discretion of the SCHOOL.

The SCHOOL reserves the right to interpret and apply its policies in compliance with applicable law.

**G. TRAINING REQUIREMENTS**

EMPLOYEE agrees to complete all required trainings within timelines established by the SCHOOL, including mandated reporter training, child abuse prevention training, safety training, and other compliance-related trainings.

**H. QUALIFICATIONS**

EMPLOYEE understands that employment is contingent upon verification and maintenance of applicable licensure, credentials (compliant with ESSA, as applicable) and other legally required qualifications, including but not limited to fingerprint clearance from the California Department of Justice, employment verification pursuant to AB 2534, reference check, and tuberculosis screening or testing, where required. EMPLOYEE has a continuing duty to report any arrests or criminal charges to SCHOOL within one (1) business day.

EMPLOYEE understands that employment is contingent upon EMPLOYEE obtaining a valid teaching credential at the EMPLOYEE's own expense unless otherwise agreed to in writing. EMPLOYEE understands EMPLOYEE is solely responsible for obtaining the required training, education and obtaining and filing with the proper entities the required documentation necessary to obtain and maintain a valid California teaching credential. This Agreement may be terminated at any time if EMPLOYEE fails to maintain a valid teaching credential (general education certificated assignment) or fails to obtain a valid teaching credential prior to the start of employment.

**I. WORK SCHEDULE**

The current SCHOOL calendar is incorporated by reference herein. The school year officially begins July 1, 2026, and concludes June 30, 2027. This may differ from an EMPLOYEE'S official start date, which may vary from year-to-year. An EMPLOYEE may be called upon to work prior to his/her/their official start date or after his/her/their official end date within the school year

Subject to earlier termination as an At-Will Employee and as provided in this Agreement, EMPLOYEE agrees to begin working on or about August 3, 2026, as specified in the SCHOOL calendar. Unless terminated earlier, this Agreement shall terminate automatically at midnight on the final day of the SCHOOL year as specified in the SCHOOL calendar, but no later than June 30, 2027. EMPLOYEE's day-to-day work schedule shall be consistent with the SCHOOL's schedule. Nothing in this paragraph or the employee's day-to-day work schedule shall alter EMPLOYEE's At-Will employee status.

EMPLOYEE understands that the one hundred ninety-one (191) workdays during a school year include paid professional development days and other required workdays, as specified in the SCHOOL calendar. EMPLOYEE may be required to work days prior to the start of student instruction and following the end of the instructional year, as indicated on the SCHOOL calendar, to fulfill all obligations of this Agreement.

Newly hired employees may be required to attend up to five (5) additional professional development and onboarding days prior to the start of the instructional year, for a total of up to one hundred ninety-six (196) contracted workdays.

As a minimum performance requirement, the work schedule for the EMPLOYEE shall be Monday through Friday, during regular school hours (approximately 8:00 a.m. through 3:30 p.m., with the exception of one day per week from 8:00 a.m. through 4:15 p.m. due to the Teacher Think Tank Sessions). Employees are expected to fulfill professional responsibilities associated with the position, which may periodically require attendance at meetings, conferences, professional development, school events, family engagement activities, or other assigned duties occurring outside the regular instructional day. Due to the professional responsibilities associated with this exempt position, actual work hours may periodically extend beyond the regular instructional day. As this position is exempt from overtime, additional duties of the EMPLOYEE may need to be performed outside of the daily work schedule. These additional duties include but are not limited to: Parent/Teacher Conferences, Community Events, Field Trips, Dances, and Student Events. Additional duties may take place on weekends and/or mornings and evenings, before/after the conclusion of the minimum work schedule hours noted above herein.

Employee understands that as a salaried exempt professional, duties may extend beyond the regular instructional day as necessary to fulfill the responsibilities of the position.

#### **J. INTELLECTUAL PROPERTY**

1. *Ownership.* All intellectual property developed by the SCHOOL or developed by EMPLOYEE while employed by SCHOOL under this Contract will be owned by the SCHOOL including, without limitation, works of authorship (e.g., writings, graphic designs and computer programs); inventions (whether tangible or intangible); and, trademarks. However, the following intellectual property is *excluded* from ownership by the SCHOOL under this Contract, absent further agreement with EMPLOYEE:
  - a. That which is developed without use of equipment, supplies, facilities or trade secret information of the SCHOOL, and EMPLOYEE can demonstrate was created in its entirety entirely on EMPLOYEE's own time, which also (a) does not relate (1) to the business of the SCHOOL; (2) to the SCHOOL's actual or demonstrably anticipated research or development; or (b) which does not result from work performed by EMPLOYEE for the SCHOOL. (See California Labor Code Section 2870).
2. *Protection.* The SCHOOL may, at its sole discretion and at its own expense, choose to seek, obtain, maintain, enforce, or forego any form of protection for intellectual property owned by it under this Agreement.
3. *Cooperation.* At the SCHOOL's expense, EMPLOYEE will cooperate with the SCHOOL to facilitate the provisions of this section of the Agreement, without limitation, through execution of assignments, execution of formal documents to support applications for intellectual property protection and providing testimony in litigation to enforce or defend the SCHOOL's intellectual property rights.

#### **K. PROPRIETARY PROPERTY**

The SCHOOL's proprietary property is the personal property of the SCHOOL and constitutes confidential trade secrets and curriculum, which comprises the substance of the SCHOOL's business. As part of the consideration for EMPLOYEE's employment and the compensation received from the SCHOOL, EMPLOYEE agrees at all times, both during or after termination of employment, except as necessary in the ordinary course of performing duties as an employee of the SCHOOL:

1. EMPLOYEE shall keep in the strictest confidence and trust all proprietary information.
2. EMPLOYEE shall not knowingly use, reproduce, disseminate, disclose, publish, or do anything related to any proprietary information or rights for any unauthorized purpose.

3. EMPLOYEE shall at all times during employment promptly advise the SCHOOL of any knowledge that employee may have of any unauthorized release or use of the SCHOOL's proprietary information.

"Proprietary Information" means information (a) that is not known by actual or potential competitors of the SCHOOL or is generally unavailable to the public, (b) that has been created, discovered, developed, or otherwise conveyed to the SCHOOL, and (c) that has material economic value or potential material economic value to the SCHOOL's present and future educational operations. "Proprietary Information" shall include trade secrets (as that term is defined under California Civil Code Section 3426.1) and all other discoveries, developments, designs, improvements, inventions, formulas, software programs, processes, techniques, know-how, data, research, techniques, technical data, and any modifications or enhancements of any of the foregoing, and all program, marketing, sales, or other financial or business information disclosed to employee by the SCHOOL.

**L. EVALUATION**

The SCHOOL shall evaluate and assess the performance of the EMPLOYEE in accordance with SCHOOL personnel policies, adopted evaluation procedures, and instructional expectations. Evaluation processes may include goal-setting meetings, instructional observations, coaching conversations, and/or summative evaluations as determined by the SCHOOL.

Performance may be assessed based on instructional effectiveness, professionalism, communication, reliability, collaboration, preparedness, adherence to SCHOOL policies, and fulfillment of assigned responsibilities.

**M. AT-WILL EMPLOYMENT**

EMPLOYEE understands that no promise of a specific term of employment has been made by the SCHOOL. All employment at the SCHOOL is at-will. Either the EMPLOYEE or the SCHOOL may terminate EMPLOYEE's employment at any time with or without cause and with or without advance notice.

EMPLOYEE may also be demoted or disciplined and the terms of his/her/their employment altered at any time, with or without cause, at the sole discretion of the SCHOOL.

No one other than the Board of the SCHOOL has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the term of this Agreement, and any such agreement must be in writing and must be signed by the Board of the SCHOOL and by the affected EMPLOYEE and must specifically state the intention to alter this "at-will" relationship.

No supervisor or representative of the SCHOOL has authority to enter into any agreement contrary to this at-will relationship except through a written agreement approved by the SCHOOL's Board.

**N. OUTSIDE EMPLOYMENT**

EMPLOYEE may engage in outside employment provided such employment does not interfere with the performance of duties, create a conflict of interest, or occur during scheduled work hours.

EMPLOYEE agrees to notify the SCHOOL of outside employment upon request. The SCHOOL reserves the right to address outside employment that conflicts with the EMPLOYEE's responsibilities or the SCHOOL's operations.

**O. NO TENURE**

During the term of this Agreement, EMPLOYEE understands that he/she/they will not acquire or accrue tenure or any employment rights with the SCHOOL.

**P. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE**

EMPLOYEE acknowledges and agrees to comply with all mandated reporter obligations under California law and SCHOOL policy.

## **Q. GENERAL PROVISIONS**

1. **Governing Law:** This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.
2. **Entire Agreement:** This Agreement, together with the exhibits, any documentation or information incorporated by reference and schedules hereto, constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior contemporaneous agreements or understandings, inducements or conditions, express implied, written or oral, between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the Agreement. The express terms of this Agreement control and supersede any course of performance or usage of the trade inconsistent with any of the terms of this Agreement.
3. **Modifications:** Any modifications or amendments of any of the terms and conditions of this Agreement must be expressly made by the parties hereto in writing.
4. **Severability:** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect, unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.
5. **Waiver of Breach:** The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.
6. **Assignment:** The rights and obligations of the respective parties under this Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.
7. **Attorneys' Fees:** In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, costs, expenses and disbursements incurred.

## **R. AGREEMENT TO ARBITRATE**

Any controversy, dispute or claim arising out of or relating to EMPLOYEE'S employment by the SCHOOL shall be settled through binding arbitration, pursuant to the SCHOOL'S Employer/Employee Arbitration Agreement, incorporated herein by reference (See Attached "Exhibit C").

## **S. ACCEPTANCE OF EMPLOYMENT**

By signing below, the EMPLOYEE declares as follows:

- a. I have read this Agreement and accept employment with the SCHOOL on the terms specified herein.
- b. All information I have provided to the SCHOOL related to my employment is true and accurate.
- c. I have received and reviewed the job description for this position and understand my job duties.
- d. I have received, reviewed and signed the SCHOOL Employer/Employee Arbitration Agreement.
- e. I have received and reviewed the SCHOOL calendar.
- f. I have received, reviewed and signed the Employee Handbook.
- g. I understand that employment-related disputes are subject to the SCHOOL's Arbitration Agreement.

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

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

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

\_\_\_\_\_

Telephone: \_\_\_\_\_

SCHOOL Approval: \_\_\_\_\_

Date \_\_\_\_\_

***This Employment Agreement is subject to ratification by the Governing Board of Vibrant Minds Charter School.***

**AT-WILL EMPLOYMENT AGREEMENT**

**Between**

**VIBRANT MINDS CHARTER SCHOOL**

**and**

**CHRISTINA MARK**

THIS AT-WILL EMPLOYMENT AGREEMENT (“Agreement”) is entered into by and between the Board of Directors (“Board”) of Vibrant Minds Charter School (“SCHOOL” or “EMPLOYER”), operating a California public charter school in Orange County, approved by the Anaheim Elementary School District (the “District”) and the above-named employee (“EMPLOYEE”). EMPLOYER desires to hire EMPLOYEE who will assist SCHOOL in achieving the goals and meeting the requirements of the SCHOOL Charters. The Board desires to engage the services of the EMPLOYEE for purpose of assisting SCHOOL in implementing its purposes, policies, and procedures. The parties recognize that SCHOOL is generally exempt from the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992 or elsewhere in other applicable laws or regulations.

WHEREAS, the SCHOOL and EMPLOYEE wish to enter into an at-will employment relationship under the conditions set forth herein, the parties hereby agree as follows:

**A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT**

1. The SCHOOL has been established and operates pursuant to the Charter Schools Act of 1992, California Education Code section 47600, et seq. The SCHOOL’s charter is available to you on the SCHOOL’S website and can be provided to you separately as a PDF file at your request and is incorporated by reference herein. EMPLOYEE agrees to read and become familiar with the provisions of the SCHOOL’s charter and to act always in accordance with the educational mission, policies and procedures described therein. The SCHOOL has been duly approved by the Board of Education of the District.
2. EMPLOYEE understands that the SCHOOL is a separate legal entity from the District. The District is not liable for any debts or obligations of the SCHOOL, and EMPLOYEE expressly recognizes that he/she/they is being employed by the SCHOOL and not the District.
3. Pursuant to California Education Code (“Cal. Ed. Code”) section 47610, the SCHOOL must comply with all of the provisions set forth in its charter but is otherwise generally exempt from the laws governing school districts except as specified in the California Charter Schools Act, the SCHOOL’s charter or other relevant law.
4. The SCHOOL shall be deemed the exclusive public-school employer of the employees at the SCHOOL for purposes of California Government Code section 3540.1.

EMPLOYEE is willing and qualified to provide the services referenced above. The SCHOOL has need of the EMPLOYEE’s services and therefore desires to employ the EMPLOYEE. Employment terms are governed by this Agreement and the current SCHOOL charter, handbooks, policies, procedures, rules or regulations, as adopted and amended from time to time by the SCHOOL.

**B. DUTIES**

A copy of the job description for EMPLOYEE’s position as Certificated Teacher is incorporated by reference herein (See Attached “Exhibit A”). The duties set forth in that job description may be amended from time to time at the sole discretion of the SCHOOL. EMPLOYEE agrees that he/she/they shall at all times faithfully, industriously, and to the best of their ability, perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this Agreement by the accomplishment of:

1. Fulfilling the functions enumerated in the EMPLOYEE’s job description; and
2. Such other duties for which Employee is qualified to perform as assigned by the Board or the SCHOOL as necessary in the SCHOOL’s discretion and judgment to effectuate the purposes of this Agreement. The EMPLOYEE understands that the SCHOOL may assign additional duties and responsibilities reasonably related to the position, credential authorization, instructional program, and operational needs of the SCHOOL. Assignments may include changes in grade level, subject area, committee participation, school events, supervision duties, or other responsibilities necessary to support SCHOOL operations and student success. In addition, the EMPLOYEE shall attend all parent/teacher conferences, special education meetings at which the EMPLOYEE’s attendance is required or requested, any planned SCHOOL events, including any events in the morning prior to the beginning of the work day, in the evening after the work day has concluded or over the weekend and any and all training, professional development and/or planning sessions before or during the school year; and
3. Instructional staff may be required to submit lesson plans, instructional planning documents, pacing guides, assessment data, or other instructional materials in accordance with SCHOOL instructional systems and leadership expectations.
4. The EMPLOYEE will perform such duties as the SCHOOL may reasonably assign and will abide by all the SCHOOL’s policies and procedures as adopted and amended from time to time, including those policies and procedures set forth in the SCHOOL’s current Employee Handbook, incorporated herein by reference (See Attached “Exhibit B”), which may be amended from time to time at the sole discretion of the SCHOOL; and
5. EMPLOYEE will not render services in person or by electronic means, paid or otherwise for any other entity during contracted work hours with the SCHOOL; and
6. EMPLOYEE will conduct themselves in a respectful and responsible manner as a representative of the SCHOOL both on and off campus. EMPLOYEE will refrain from engaging in any inappropriate behavior, including but not limited to sexual relations, while on SCHOOL property. EMPLOYEE agrees to perform all duties in a professional manner and to comply with all SCHOOL policies regarding professional conduct, including maintaining appropriate professional boundaries with students at all times.
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EMPLOYEE shall receive an annual gross salary of \$70,055.00.

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Employee agrees to abide by all policies and procedures of the SCHOOL, including those set forth in the Employee Handbook, as may be amended from time to time.

The Employee Handbook does not create a contract of employment and may be modified at the sole discretion of the SCHOOL.

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**I. WORK SCHEDULE**

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EMPLOYEE understands that the one hundred ninety-one (191) workdays during a school year include paid professional development days and other required workdays, as specified in the SCHOOL calendar. EMPLOYEE may be required to work days prior to the start of student instruction and following the end of the instructional year, as indicated on the SCHOOL calendar, to fulfill all obligations of this Agreement.

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Employee understands that as a salaried exempt professional, duties may extend beyond the regular instructional day as necessary to fulfill the responsibilities of the position.

#### **J. INTELLECTUAL PROPERTY**

1. *Ownership.* All intellectual property developed by the SCHOOL or developed by EMPLOYEE while employed by SCHOOL under this Contract will be owned by the SCHOOL including, without limitation, works of authorship (e.g., writings, graphic designs and computer programs); inventions (whether tangible or intangible); and, trademarks. However, the following intellectual property is *excluded* from ownership by the SCHOOL under this Contract, absent further agreement with EMPLOYEE:
  - a. That which is developed without use of equipment, supplies, facilities or trade secret information of the SCHOOL, and EMPLOYEE can demonstrate was created in its entirety entirely on EMPLOYEE's own time, which also (a) does not relate (1) to the business of the SCHOOL; (2) to the SCHOOL's actual or demonstrably anticipated research or development; or (b) which does not result from work performed by EMPLOYEE for the SCHOOL. (See California Labor Code Section 2870).
2. *Protection.* The SCHOOL may, at its sole discretion and at its own expense, choose to seek, obtain, maintain, enforce, or forego any form of protection for intellectual property owned by it under this Agreement.
3. *Cooperation.* At the SCHOOL's expense, EMPLOYEE will cooperate with the SCHOOL to facilitate the provisions of this section of the Agreement, without limitation, through execution of assignments, execution of formal documents to support applications for intellectual property protection and providing testimony in litigation to enforce or defend the SCHOOL's intellectual property rights.

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1. EMPLOYEE shall keep in the strictest confidence and trust all proprietary information.
2. EMPLOYEE shall not knowingly use, reproduce, disseminate, disclose, publish, or do anything related to any proprietary information or rights for any unauthorized purpose.

3. EMPLOYEE shall at all times during employment promptly advise the SCHOOL of any knowledge that employee may have of any unauthorized release or use of the SCHOOL's proprietary information.

"Proprietary Information" means information (a) that is not known by actual or potential competitors of the SCHOOL or is generally unavailable to the public, (b) that has been created, discovered, developed, or otherwise conveyed to the SCHOOL, and (c) that has material economic value or potential material economic value to the SCHOOL's present and future educational operations. "Proprietary Information" shall include trade secrets (as that term is defined under California Civil Code Section 3426.1) and all other discoveries, developments, designs, improvements, inventions, formulas, software programs, processes, techniques, know-how, data, research, techniques, technical data, and any modifications or enhancements of any of the foregoing, and all program, marketing, sales, or other financial or business information disclosed to employee by the SCHOOL.

**L. EVALUATION**

The SCHOOL shall evaluate and assess the performance of the EMPLOYEE in accordance with SCHOOL personnel policies, adopted evaluation procedures, and instructional expectations. Evaluation processes may include goal-setting meetings, instructional observations, coaching conversations, and/or summative evaluations as determined by the SCHOOL.

Performance may be assessed based on instructional effectiveness, professionalism, communication, reliability, collaboration, preparedness, adherence to SCHOOL policies, and fulfillment of assigned responsibilities.

**M. AT-WILL EMPLOYMENT**

EMPLOYEE understands that no promise of a specific term of employment has been made by the SCHOOL. All employment at the SCHOOL is at-will. Either the EMPLOYEE or the SCHOOL may terminate EMPLOYEE's employment at any time with or without cause and with or without advance notice.

EMPLOYEE may also be demoted or disciplined and the terms of his/her/their employment altered at any time, with or without cause, at the sole discretion of the SCHOOL.

No one other than the Board of the SCHOOL has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the term of this Agreement, and any such agreement must be in writing and must be signed by the Board of the SCHOOL and by the affected EMPLOYEE and must specifically state the intention to alter this "at-will" relationship.

No supervisor or representative of the SCHOOL has authority to enter into any agreement contrary to this at-will relationship except through a written agreement approved by the SCHOOL's Board.

**N. OUTSIDE EMPLOYMENT**

EMPLOYEE may engage in outside employment provided such employment does not interfere with the performance of duties, create a conflict of interest, or occur during scheduled work hours.

EMPLOYEE agrees to notify the SCHOOL of outside employment upon request. The SCHOOL reserves the right to address outside employment that conflicts with the EMPLOYEE's responsibilities or the SCHOOL's operations.

**O. NO TENURE**

During the term of this Agreement, EMPLOYEE understands that he/she/they will not acquire or accrue tenure or any employment rights with the SCHOOL.

**P. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE**

EMPLOYEE acknowledges and agrees to comply with all mandated reporter obligations under California law and SCHOOL policy.

## **Q. GENERAL PROVISIONS**

1. **Governing Law:** This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.
2. **Entire Agreement:** This Agreement, together with the exhibits, any documentation or information incorporated by reference and schedules hereto, constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior contemporaneous agreements or understandings, inducements or conditions, express implied, written or oral, between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the Agreement. The express terms of this Agreement control and supersede any course of performance or usage of the trade inconsistent with any of the terms of this Agreement.
3. **Modifications:** Any modifications or amendments of any of the terms and conditions of this Agreement must be expressly made by the parties hereto in writing.
4. **Severability:** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect, unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.
5. **Waiver of Breach:** The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.
6. **Assignment:** The rights and obligations of the respective parties under this Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.
7. **Attorneys' Fees:** In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, costs, expenses and disbursements incurred.

## **R. AGREEMENT TO ARBITRATE**

Any controversy, dispute or claim arising out of or relating to EMPLOYEE'S employment by the SCHOOL shall be settled through binding arbitration, pursuant to the SCHOOL'S Employer/Employee Arbitration Agreement, incorporated herein by reference (See Attached "Exhibit C").

## **S. ACCEPTANCE OF EMPLOYMENT**

By signing below, the EMPLOYEE declares as follows:

- a. I have read this Agreement and accept employment with the SCHOOL on the terms specified herein.
- b. All information I have provided to the SCHOOL related to my employment is true and accurate.
- c. I have received and reviewed the job description for this position and understand my job duties.
- d. I have received, reviewed and signed the SCHOOL Employer/Employee Arbitration Agreement.
- e. I have received and reviewed the SCHOOL calendar.
- f. I have received, reviewed and signed the Employee Handbook.
- g. I understand that employment-related disputes are subject to the SCHOOL's Arbitration Agreement.

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

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

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

\_\_\_\_\_

Telephone: \_\_\_\_\_

SCHOOL Approval: \_\_\_\_\_

Date \_\_\_\_\_

***This Employment Agreement is subject to ratification by the Governing Board of Vibrant Minds Charter School.***

**AT-WILL EMPLOYMENT AGREEMENT**

**Between**

**VIBRANT MINDS CHARTER SCHOOL**

**and**

**CESLESTIAL CARDENAS**

THIS AT-WILL EMPLOYMENT AGREEMENT (“Agreement”) is entered into by and between the Board of Directors (“Board”) of Vibrant Minds Charter School (“SCHOOL” or “EMPLOYER”), operating a California public charter school in Orange County, approved by the Anaheim Elementary School District (the “District”) and the above-named employee (“EMPLOYEE”). EMPLOYER desires to hire EMPLOYEE who will assist SCHOOL in achieving the goals and meeting the requirements of the SCHOOL Charters. The Board desires to engage the services of the EMPLOYEE for purpose of assisting SCHOOL in implementing its purposes, policies, and procedures. The parties recognize that SCHOOL is generally exempt from the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992 or elsewhere in other applicable laws or regulations.

WHEREAS, the SCHOOL and EMPLOYEE wish to enter into an at-will employment relationship under the conditions set forth herein, the parties hereby agree as follows:

**A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT**

1. The SCHOOL has been established and operates pursuant to the Charter Schools Act of 1992, California Education Code section 47600, et seq. The SCHOOL’s charter is available to you on the SCHOOL’S website and can be provided to you separately as a PDF file at your request and is incorporated by reference herein. EMPLOYEE agrees to read and become familiar with the provisions of the SCHOOL’s charter and to act always in accordance with the educational mission, policies and procedures described therein. The SCHOOL has been duly approved by the Board of Education of the District.
2. EMPLOYEE understands that the SCHOOL is a separate legal entity from the District. The District is not liable for any debts or obligations of the SCHOOL, and EMPLOYEE expressly recognizes that he/she/they is being employed by the SCHOOL and not the District.
3. Pursuant to California Education Code (“Cal. Ed. Code”) section 47610, the SCHOOL must comply with all of the provisions set forth in its charter but is otherwise generally exempt from the laws governing school districts except as specified in the California Charter Schools Act, the SCHOOL’s charter or other relevant law.
4. The SCHOOL shall be deemed the exclusive public-school employer of the employees at the SCHOOL for purposes of California Government Code section 3540.1.

EMPLOYEE is willing and qualified to provide the services referenced above. The SCHOOL has need of the EMPLOYEE’s services and therefore desires to employ the EMPLOYEE. Employment terms are governed by this Agreement and the current SCHOOL charter, handbooks, policies, procedures, rules or regulations, as adopted and amended from time to time by the SCHOOL.

**B. DUTIES**

A copy of the job description for EMPLOYEE’s position as Certificated Teacher is incorporated by reference herein (See Attached “Exhibit A”). The duties set forth in that job description may be amended from time to time at the sole discretion of the SCHOOL. EMPLOYEE agrees that he/she/they shall at all times faithfully, industriously, and to the best of their ability, perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this Agreement by the accomplishment of:

1. Fulfilling the functions enumerated in the EMPLOYEE’s job description; and
2. Such other duties for which Employee is qualified to perform as assigned by the Board or the SCHOOL as necessary in the SCHOOL’s discretion and judgment to effectuate the purposes of this Agreement. The EMPLOYEE understands that the SCHOOL may assign additional duties and responsibilities reasonably related to the position, credential authorization, instructional program, and operational needs of the SCHOOL. Assignments may include changes in grade level, subject area, committee participation, school events, supervision duties, or other responsibilities necessary to support SCHOOL operations and student success. In addition, the EMPLOYEE shall attend all parent/teacher conferences, special education meetings at which the EMPLOYEE’s attendance is required or requested, any planned SCHOOL events, including any events in the morning prior to the beginning of the work day, in the evening after the work day has concluded or over the weekend and any and all training, professional development and/or planning sessions before or during the school year; and
3. Instructional staff may be required to submit lesson plans, instructional planning documents, pacing guides, assessment data, or other instructional materials in accordance with SCHOOL instructional systems and leadership expectations.
4. The EMPLOYEE will perform such duties as the SCHOOL may reasonably assign and will abide by all the SCHOOL’s policies and procedures as adopted and amended from time to time, including those policies and procedures set forth in the SCHOOL’s current Employee Handbook, incorporated herein by reference (See Attached “Exhibit B”), which may be amended from time to time at the sole discretion of the SCHOOL; and
5. EMPLOYEE will not render services in person or by electronic means, paid or otherwise for any other entity during contracted work hours with the SCHOOL; and
6. EMPLOYEE will conduct themselves in a respectful and responsible manner as a representative of the SCHOOL both on and off campus. EMPLOYEE will refrain from engaging in any inappropriate behavior, including but not limited to sexual relations, while on SCHOOL property. EMPLOYEE agrees to perform all duties in a professional manner and to comply with all SCHOOL policies regarding professional conduct, including maintaining appropriate professional boundaries with students at all times.
7. EMPLOYEE acknowledges that he/she/they are a mandated reporter under California law and agrees to comply with all required reporting obligations, including the duty to personally report suspected child abuse or neglect. EMPLOYEE further agrees to complete all required mandated reporter and child abuse prevention trainings.

**C. PROFESSIONAL EXPECTATIONS**

EMPLOYEE is expected to demonstrate professionalism through effective communication, reliability, preparedness, collaboration, adherence to SCHOOL policies, and timely completion of assigned responsibilities. EMPLOYEE is expected to maintain respectful and constructive interactions with colleagues, students, and families and contribute positively to a professional and student-centered work environment.

**D. COMPENSATION**

The SCHOOL will pay the EMPLOYEE a salary commensurate with the approved gross salary as specified herein. Compensation earned will be paid to EMPLOYEE on EMPLOYER’s regular paydays, subject to legally required withholdings and deductions and such other withholdings and deductions authorized by EMPLOYEE. If the EMPLOYEE fails to complete the Term of this Agreement for any reason whatsoever, EMPLOYEE is entitled to be paid the annual salary prorated to the amount of work actually performed.

EMPLOYEE shall receive an annual gross salary of \$62,452.00.

The pay/salary schedule may be augmented with the inclusion of a portion or all of COLA, depending upon the amount.

Employee benefits, including leave entitlements, shall be governed by the SCHOOL’s Employee Handbook and

applicable law.

**E. BENEFITS**

Certificated positions at SCHOOL designated as full-time will be entitled to participate in designated employee benefit programs and plans established by the SCHOOL from time to time for the benefit of its employees. This includes payments to the State Employees Retirement System (STRS) or other retirement benefit programs, health insurance, dental care insurance, and vision insurance (subject to program and eligibility requirements). This position does include these benefits.

EMPLOYEE will have no rights or entitlement under any District policy or procedure unless that policy or procedure has been adopted by EMPLOYER and specifically made applicable to EMPLOYEE by EMPLOYER. Notwithstanding the foregoing, EMPLOYEE will be covered by all applicable federal and state employment laws including those prohibiting discrimination or harassment in the workplace.

**F. EMPLOYEE HANDBOOK AND POLICIES**

Employee agrees to abide by all policies and procedures of the SCHOOL, including those set forth in the Employee Handbook, as may be amended from time to time.

The Employee Handbook does not create a contract of employment and may be modified at the sole discretion of the SCHOOL.

The SCHOOL reserves the right to interpret and apply its policies in compliance with applicable law.

**G. TRAINING REQUIREMENTS**

EMPLOYEE agrees to complete all required trainings within timelines established by the SCHOOL, including mandated reporter training, child abuse prevention training, safety training, and other compliance-related trainings.

**H. QUALIFICATIONS**

EMPLOYEE understands that employment is contingent upon verification and maintenance of applicable licensure, credentials (compliant with ESSA, as applicable) and other legally required qualifications, including but not limited to fingerprint clearance from the California Department of Justice, employment verification pursuant to AB 2534, reference check, and tuberculosis screening or testing, where required. EMPLOYEE has a continuing duty to report any arrests or criminal charges to SCHOOL within one (1) business day.

EMPLOYEE understands that employment is contingent upon EMPLOYEE obtaining a valid teaching credential at the EMPLOYEE's own expense unless otherwise agreed to in writing. EMPLOYEE understands EMPLOYEE is solely responsible for obtaining the required training, education and obtaining and filing with the proper entities the required documentation necessary to obtain and maintain a valid California teaching credential. This Agreement may be terminated at any time if EMPLOYEE fails to maintain a valid teaching credential (general education certificated assignment) or fails to obtain a valid teaching credential prior to the start of employment.

**I. WORK SCHEDULE**

The current SCHOOL calendar is incorporated by reference herein. The school year officially begins July 1, 2026, and concludes June 30, 2027. This may differ from an EMPLOYEE'S official start date, which may vary from year-to-year. An EMPLOYEE may be called upon to work prior to his/her/their official start date or after his/her/their official end date within the school year

Subject to earlier termination as an At-Will Employee and as provided in this Agreement, EMPLOYEE agrees to begin working on or about August 3, 2026, as specified in the SCHOOL calendar. Unless terminated earlier, this Agreement shall terminate automatically at midnight on the final day of the SCHOOL year as specified in the SCHOOL calendar, but no later than June 30, 2027. EMPLOYEE's day-to-day work schedule shall be consistent with the SCHOOL's schedule. Nothing in this paragraph or the employee's day-to-day work schedule shall alter EMPLOYEE's At-Will employee status.

EMPLOYEE understands that the one hundred ninety-one (191) workdays during a school year include paid professional development days and other required workdays, as specified in the SCHOOL calendar. EMPLOYEE may be required to work days prior to the start of student instruction and following the end of the instructional year, as indicated on the SCHOOL calendar, to fulfill all obligations of this Agreement.

Newly hired employees may be required to attend up to five (5) additional professional development and onboarding days prior to the start of the instructional year, for a total of up to one hundred ninety-six (196) contracted workdays.

As a minimum performance requirement, the work schedule for the EMPLOYEE shall be Monday through Friday, during regular school hours (approximately 8:00 a.m. through 3:30 p.m., with the exception of one day per week from 8:00 a.m. through 4:15 p.m. due to the Teacher Think Tank Sessions). Employees are expected to fulfill professional responsibilities associated with the position, which may periodically require attendance at meetings, conferences, professional development, school events, family engagement activities, or other assigned duties occurring outside the regular instructional day. Due to the professional responsibilities associated with this exempt position, actual work hours may periodically extend beyond the regular instructional day. As this position is exempt from overtime, additional duties of the EMPLOYEE may need to be performed outside of the daily work schedule. These additional duties include but are not limited to: Parent/Teacher Conferences, Community Events, Field Trips, Dances, and Student Events. Additional duties may take place on weekends and/or mornings and evenings, before/after the conclusion of the minimum work schedule hours noted above herein.

Employee understands that as a salaried exempt professional, duties may extend beyond the regular instructional day as necessary to fulfill the responsibilities of the position.

#### **J. INTELLECTUAL PROPERTY**

1. *Ownership.* All intellectual property developed by the SCHOOL or developed by EMPLOYEE while employed by SCHOOL under this Contract will be owned by the SCHOOL including, without limitation, works of authorship (e.g., writings, graphic designs and computer programs); inventions (whether tangible or intangible); and, trademarks. However, the following intellectual property is *excluded* from ownership by the SCHOOL under this Contract, absent further agreement with EMPLOYEE:
  - a. That which is developed without use of equipment, supplies, facilities or trade secret information of the SCHOOL, and EMPLOYEE can demonstrate was created in its entirety entirely on EMPLOYEE's own time, which also (a) does not relate (1) to the business of the SCHOOL; (2) to the SCHOOL's actual or demonstrably anticipated research or development; or (b) which does not result from work performed by EMPLOYEE for the SCHOOL. (See California Labor Code Section 2870).
2. *Protection.* The SCHOOL may, at its sole discretion and at its own expense, choose to seek, obtain, maintain, enforce, or forego any form of protection for intellectual property owned by it under this Agreement.
3. *Cooperation.* At the SCHOOL's expense, EMPLOYEE will cooperate with the SCHOOL to facilitate the provisions of this section of the Agreement, without limitation, through execution of assignments, execution of formal documents to support applications for intellectual property protection and providing testimony in litigation to enforce or defend the SCHOOL's intellectual property rights.

#### **K. PROPRIETARY PROPERTY**

The SCHOOL's proprietary property is the personal property of the SCHOOL and constitutes confidential trade secrets and curriculum, which comprises the substance of the SCHOOL's business. As part of the consideration for EMPLOYEE's employment and the compensation received from the SCHOOL, EMPLOYEE agrees at all times, both during or after termination of employment, except as necessary in the ordinary course of performing duties as an employee of the SCHOOL:

1. EMPLOYEE shall keep in the strictest confidence and trust all proprietary information.
2. EMPLOYEE shall not knowingly use, reproduce, disseminate, disclose, publish, or do anything related to any proprietary information or rights for any unauthorized purpose.

3. EMPLOYEE shall at all times during employment promptly advise the SCHOOL of any knowledge that employee may have of any unauthorized release or use of the SCHOOL's proprietary information.

"Proprietary Information" means information (a) that is not known by actual or potential competitors of the SCHOOL or is generally unavailable to the public, (b) that has been created, discovered, developed, or otherwise conveyed to the SCHOOL, and (c) that has material economic value or potential material economic value to the SCHOOL's present and future educational operations. "Proprietary Information" shall include trade secrets (as that term is defined under California Civil Code Section 3426.1) and all other discoveries, developments, designs, improvements, inventions, formulas, software programs, processes, techniques, know-how, data, research, techniques, technical data, and any modifications or enhancements of any of the foregoing, and all program, marketing, sales, or other financial or business information disclosed to employee by the SCHOOL.

**L. EVALUATION**

The SCHOOL shall evaluate and assess the performance of the EMPLOYEE in accordance with SCHOOL personnel policies, adopted evaluation procedures, and instructional expectations. Evaluation processes may include goal-setting meetings, instructional observations, coaching conversations, and/or summative evaluations as determined by the SCHOOL.

Performance may be assessed based on instructional effectiveness, professionalism, communication, reliability, collaboration, preparedness, adherence to SCHOOL policies, and fulfillment of assigned responsibilities.

**M. AT-WILL EMPLOYMENT**

EMPLOYEE understands that no promise of a specific term of employment has been made by the SCHOOL. All employment at the SCHOOL is at-will. Either the EMPLOYEE or the SCHOOL may terminate EMPLOYEE's employment at any time with or without cause and with or without advance notice.

EMPLOYEE may also be demoted or disciplined and the terms of his/her/their employment altered at any time, with or without cause, at the sole discretion of the SCHOOL.

No one other than the Board of the SCHOOL has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the term of this Agreement, and any such agreement must be in writing and must be signed by the Board of the SCHOOL and by the affected EMPLOYEE and must specifically state the intention to alter this "at-will" relationship.

No supervisor or representative of the SCHOOL has authority to enter into any agreement contrary to this at-will relationship except through a written agreement approved by the SCHOOL's Board.

**N. OUTSIDE EMPLOYMENT**

EMPLOYEE may engage in outside employment provided such employment does not interfere with the performance of duties, create a conflict of interest, or occur during scheduled work hours.

EMPLOYEE agrees to notify the SCHOOL of outside employment upon request. The SCHOOL reserves the right to address outside employment that conflicts with the EMPLOYEE's responsibilities or the SCHOOL's operations.

**O. NO TENURE**

During the term of this Agreement, EMPLOYEE understands that he/she/they will not acquire or accrue tenure or any employment rights with the SCHOOL.

**P. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE**

EMPLOYEE acknowledges and agrees to comply with all mandated reporter obligations under California law and SCHOOL policy.

**Q. GENERAL PROVISIONS**

1. **Governing Law:** This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.
2. **Entire Agreement:** This Agreement, together with the exhibits, any documentation or information incorporated by reference and schedules hereto, constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior contemporaneous agreements or understandings, inducements or conditions, express implied, written or oral, between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the Agreement. The express terms of this Agreement control and supersede any course of performance or usage of the trade inconsistent with any of the terms of this Agreement.
3. **Modifications:** Any modifications or amendments of any of the terms and conditions of this Agreement must be expressly made by the parties hereto in writing.
4. **Severability:** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect, unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.
5. **Waiver of Breach:** The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.
6. **Assignment:** The rights and obligations of the respective parties under this Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.
7. **Attorneys' Fees:** In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, costs, expenses and disbursements incurred.

**R. AGREEMENT TO ARBITRATE**

Any controversy, dispute or claim arising out of or relating to EMPLOYEE'S employment by the SCHOOL shall be settled through binding arbitration, pursuant to the SCHOOL'S Employer/Employee Arbitration Agreement, incorporated herein by reference (See Attached "Exhibit C").

**S. ACCEPTANCE OF EMPLOYMENT**

By signing below, the EMPLOYEE declares as follows:

- a. I have read this Agreement and accept employment with the SCHOOL on the terms specified herein.
- b. All information I have provided to the SCHOOL related to my employment is true and accurate.
- c. I have received and reviewed the job description for this position and understand my job duties.
- d. I have received, reviewed and signed the SCHOOL Employer/Employee Arbitration Agreement.
- e. I have received and reviewed the SCHOOL calendar.
- f. I have received, reviewed and signed the Employee Handbook.
- g. I understand that employment-related disputes are subject to the SCHOOL's Arbitration Agreement.

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

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

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

\_\_\_\_\_

Telephone: \_\_\_\_\_

SCHOOL Approval: \_\_\_\_\_

Date \_\_\_\_\_

***This Employment Agreement is subject to ratification by the Governing Board of Vibrant Minds Charter School.***

**AT-WILL EMPLOYMENT AGREEMENT**

**Between**

**VIBRANT MINDS CHARTER SCHOOL**

**and**

**ELIZABETH ALDAMA**

THIS AT-WILL EMPLOYMENT AGREEMENT (“Agreement”) is entered into by and between the Board of Directors (“Board”) of Vibrant Minds Charter School (“SCHOOL” or “EMPLOYER”), operating a California public charter school in Orange County, approved by the Anaheim Elementary School District (the “District”) and the above-named employee (“EMPLOYEE”). EMPLOYER desires to hire EMPLOYEE who will assist SCHOOL in achieving the goals and meeting the requirements of the SCHOOL Charters. The Board desires to engage the services of the EMPLOYEE for purpose of assisting SCHOOL in implementing its purposes, policies, and procedures. The parties recognize that SCHOOL is generally exempt from the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992 or elsewhere in other applicable laws or regulations.

WHEREAS, the SCHOOL and EMPLOYEE wish to enter into an at-will employment relationship under the conditions set forth herein, the parties hereby agree as follows:

**A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT**

1. The SCHOOL has been established and operates pursuant to the Charter Schools Act of 1992, California Education Code section 47600, et seq. The SCHOOL’s charter is available to you on the SCHOOL’S website and can be provided to you separately as a PDF file at your request and is incorporated by reference herein. EMPLOYEE agrees to read and become familiar with the provisions of the SCHOOL’s charter and to act always in accordance with the educational mission, policies and procedures described therein. The SCHOOL has been duly approved by the Board of Education of the District.
2. EMPLOYEE understands that the SCHOOL is a separate legal entity from the District. The District is not liable for any debts or obligations of the SCHOOL, and EMPLOYEE expressly recognizes that he/she/they is being employed by the SCHOOL and not the District.
3. Pursuant to California Education Code (“Cal. Ed. Code”) section 47610, the SCHOOL must comply with all of the provisions set forth in its charter but is otherwise generally exempt from the laws governing school districts except as specified in the California Charter Schools Act, the SCHOOL’s charter or other relevant law.
4. The SCHOOL shall be deemed the exclusive public-school employer of the employees at the SCHOOL for purposes of California Government Code section 3540.1.

EMPLOYEE is willing and qualified to provide the services referenced above. The SCHOOL has need of the EMPLOYEE’s services and therefore desires to employ the EMPLOYEE. Employment terms are governed by this Agreement and the current SCHOOL charter, handbooks, policies, procedures, rules or regulations, as adopted and amended from time to time by the SCHOOL.

**B. DUTIES**

A copy of the job description for EMPLOYEE’s position as Certificated Teacher is incorporated by reference herein (See Attached “Exhibit A”). The duties set forth in that job description may be amended from time to time at the sole discretion of the SCHOOL. EMPLOYEE agrees that he/she/they shall at all times faithfully, industriously, and to the best of their ability, perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this Agreement by the accomplishment of:

1. Fulfilling the functions enumerated in the EMPLOYEE’s job description; and
2. Such other duties for which Employee is qualified to perform as assigned by the Board or the SCHOOL as necessary in the SCHOOL’s discretion and judgment to effectuate the purposes of this Agreement. The EMPLOYEE understands that the SCHOOL may assign additional duties and responsibilities reasonably related to the position, credential authorization, instructional program, and operational needs of the SCHOOL. Assignments may include changes in grade level, subject area, committee participation, school events, supervision duties, or other responsibilities necessary to support SCHOOL operations and student success. In addition, the EMPLOYEE shall attend all parent/teacher conferences, special education meetings at which the EMPLOYEE’s attendance is required or requested, any planned SCHOOL events, including any events in the morning prior to the beginning of the work day, in the evening after the work day has concluded or over the weekend and any and all training, professional development and/or planning sessions before or during the school year; and
3. Instructional staff may be required to submit lesson plans, instructional planning documents, pacing guides, assessment data, or other instructional materials in accordance with SCHOOL instructional systems and leadership expectations.
4. The EMPLOYEE will perform such duties as the SCHOOL may reasonably assign and will abide by all the SCHOOL’s policies and procedures as adopted and amended from time to time, including those policies and procedures set forth in the SCHOOL’s current Employee Handbook, incorporated herein by reference (See Attached “Exhibit B”), which may be amended from time to time at the sole discretion of the SCHOOL; and
5. EMPLOYEE will not render services in person or by electronic means, paid or otherwise for any other entity during contracted work hours with the SCHOOL; and
6. EMPLOYEE will conduct themselves in a respectful and responsible manner as a representative of the SCHOOL both on and off campus. EMPLOYEE will refrain from engaging in any inappropriate behavior, including but not limited to sexual relations, while on SCHOOL property. EMPLOYEE agrees to perform all duties in a professional manner and to comply with all SCHOOL policies regarding professional conduct, including maintaining appropriate professional boundaries with students at all times.
7. EMPLOYEE acknowledges that he/she/they are a mandated reporter under California law and agrees to comply with all required reporting obligations, including the duty to personally report suspected child abuse or neglect. EMPLOYEE further agrees to complete all required mandated reporter and child abuse prevention trainings.

**C. PROFESSIONAL EXPECTATIONS**

EMPLOYEE is expected to demonstrate professionalism through effective communication, reliability, preparedness, collaboration, adherence to SCHOOL policies, and timely completion of assigned responsibilities. EMPLOYEE is expected to maintain respectful and constructive interactions with colleagues, students, and families and contribute positively to a professional and student-centered work environment.

**D. COMPENSATION**

The SCHOOL will pay the EMPLOYEE a salary commensurate with the approved gross salary as specified herein. Compensation earned will be paid to EMPLOYEE on EMPLOYER’s regular paydays, subject to legally required withholdings and deductions and such other withholdings and deductions authorized by EMPLOYEE. If the EMPLOYEE fails to complete the Term of this Agreement for any reason whatsoever, EMPLOYEE is entitled to be paid the annual salary prorated to the amount of work actually performed.

EMPLOYEE shall receive an annual gross salary of \$63,338.00.

The pay/salary schedule may be augmented with the inclusion of a portion or all of COLA, depending upon the amount.

Employee benefits, including leave entitlements, shall be governed by the SCHOOL’s Employee Handbook and

applicable law.

**E. BENEFITS**

Certificated positions at SCHOOL designated as full-time will be entitled to participate in designated employee benefit programs and plans established by the SCHOOL from time to time for the benefit of its employees. This includes payments to the State Employees Retirement System (STRS) or other retirement benefit programs, health insurance, dental care insurance, and vision insurance (subject to program and eligibility requirements). This position does include these benefits.

EMPLOYEE will have no rights or entitlement under any District policy or procedure unless that policy or procedure has been adopted by EMPLOYER and specifically made applicable to EMPLOYEE by EMPLOYER. Notwithstanding the foregoing, EMPLOYEE will be covered by all applicable federal and state employment laws including those prohibiting discrimination or harassment in the workplace.

**F. EMPLOYEE HANDBOOK AND POLICIES**

Employee agrees to abide by all policies and procedures of the SCHOOL, including those set forth in the Employee Handbook, as may be amended from time to time.

The Employee Handbook does not create a contract of employment and may be modified at the sole discretion of the SCHOOL.

The SCHOOL reserves the right to interpret and apply its policies in compliance with applicable law.

**G. TRAINING REQUIREMENTS**

EMPLOYEE agrees to complete all required trainings within timelines established by the SCHOOL, including mandated reporter training, child abuse prevention training, safety training, and other compliance-related trainings.

**H. QUALIFICATIONS**

EMPLOYEE understands that employment is contingent upon verification and maintenance of applicable licensure, credentials (compliant with ESSA, as applicable) and other legally required qualifications, including but not limited to fingerprint clearance from the California Department of Justice, employment verification pursuant to AB 2534, reference check, and tuberculosis screening or testing, where required. EMPLOYEE has a continuing duty to report any arrests or criminal charges to SCHOOL within one (1) business day.

EMPLOYEE understands that employment is contingent upon EMPLOYEE obtaining a valid teaching credential at the EMPLOYEE's own expense unless otherwise agreed to in writing. EMPLOYEE understands EMPLOYEE is solely responsible for obtaining the required training, education and obtaining and filing with the proper entities the required documentation necessary to obtain and maintain a valid California teaching credential. This Agreement may be terminated at any time if EMPLOYEE fails to maintain a valid teaching credential (general education certificated assignment) or fails to obtain a valid teaching credential prior to the start of employment.

**I. WORK SCHEDULE**

The current SCHOOL calendar is incorporated by reference herein. The school year officially begins July 1, 2026, and concludes June 30, 2027. This may differ from an EMPLOYEE'S official start date, which may vary from year-to-year. An EMPLOYEE may be called upon to work prior to his/her/their official start date or after his/her/their official end date within the school year

Subject to earlier termination as an At-Will Employee and as provided in this Agreement, EMPLOYEE agrees to begin working on or about August 3, 2026, as specified in the SCHOOL calendar. Unless terminated earlier, this Agreement shall terminate automatically at midnight on the final day of the SCHOOL year as specified in the SCHOOL calendar, but no later than June 30, 2027. EMPLOYEE's day-to-day work schedule shall be consistent with the SCHOOL's schedule. Nothing in this paragraph or the employee's day-to-day work schedule shall alter EMPLOYEE's At-Will employee status.

EMPLOYEE understands that the one hundred ninety-one (191) workdays during a school year include paid professional development days and other required workdays, as specified in the SCHOOL calendar. EMPLOYEE may be required to work days prior to the start of student instruction and following the end of the instructional year, as indicated on the SCHOOL calendar, to fulfill all obligations of this Agreement.

Newly hired employees may be required to attend up to five (5) additional professional development and onboarding days prior to the start of the instructional year, for a total of up to one hundred ninety-six (196) contracted workdays.

As a minimum performance requirement, the work schedule for the EMPLOYEE shall be Monday through Friday, during regular school hours (approximately 8:00 a.m. through 3:30 p.m., with the exception of one day per week from 8:00 a.m. through 4:15 p.m. due to the Teacher Think Tank Sessions). Employees are expected to fulfill professional responsibilities associated with the position, which may periodically require attendance at meetings, conferences, professional development, school events, family engagement activities, or other assigned duties occurring outside the regular instructional day. Due to the professional responsibilities associated with this exempt position, actual work hours may periodically extend beyond the regular instructional day. As this position is exempt from overtime, additional duties of the EMPLOYEE may need to be performed outside of the daily work schedule. These additional duties include but are not limited to: Parent/Teacher Conferences, Community Events, Field Trips, Dances, and Student Events. Additional duties may take place on weekends and/or mornings and evenings, before/after the conclusion of the minimum work schedule hours noted above herein.

Employee understands that as a salaried exempt professional, duties may extend beyond the regular instructional day as necessary to fulfill the responsibilities of the position.

#### **J. INTELLECTUAL PROPERTY**

1. *Ownership.* All intellectual property developed by the SCHOOL or developed by EMPLOYEE while employed by SCHOOL under this Contract will be owned by the SCHOOL including, without limitation, works of authorship (e.g., writings, graphic designs and computer programs); inventions (whether tangible or intangible); and, trademarks. However, the following intellectual property is *excluded* from ownership by the SCHOOL under this Contract, absent further agreement with EMPLOYEE:
  - a. That which is developed without use of equipment, supplies, facilities or trade secret information of the SCHOOL, and EMPLOYEE can demonstrate was created in its entirety entirely on EMPLOYEE's own time, which also (a) does not relate (1) to the business of the SCHOOL; (2) to the SCHOOL's actual or demonstrably anticipated research or development; or (b) which does not result from work performed by EMPLOYEE for the SCHOOL. (See California Labor Code Section 2870).
2. *Protection.* The SCHOOL may, at its sole discretion and at its own expense, choose to seek, obtain, maintain, enforce, or forego any form of protection for intellectual property owned by it under this Agreement.
3. *Cooperation.* At the SCHOOL's expense, EMPLOYEE will cooperate with the SCHOOL to facilitate the provisions of this section of the Agreement, without limitation, through execution of assignments, execution of formal documents to support applications for intellectual property protection and providing testimony in litigation to enforce or defend the SCHOOL's intellectual property rights.

#### **K. PROPRIETARY PROPERTY**

The SCHOOL's proprietary property is the personal property of the SCHOOL and constitutes confidential trade secrets and curriculum, which comprises the substance of the SCHOOL's business. As part of the consideration for EMPLOYEE's employment and the compensation received from the SCHOOL, EMPLOYEE agrees at all times, both during or after termination of employment, except as necessary in the ordinary course of performing duties as an employee of the SCHOOL:

1. EMPLOYEE shall keep in the strictest confidence and trust all proprietary information.
2. EMPLOYEE shall not knowingly use, reproduce, disseminate, disclose, publish, or do anything related to any proprietary information or rights for any unauthorized purpose.

3. EMPLOYEE shall at all times during employment promptly advise the SCHOOL of any knowledge that employee may have of any unauthorized release or use of the SCHOOL's proprietary information.

"Proprietary Information" means information (a) that is not known by actual or potential competitors of the SCHOOL or is generally unavailable to the public, (b) that has been created, discovered, developed, or otherwise conveyed to the SCHOOL, and (c) that has material economic value or potential material economic value to the SCHOOL's present and future educational operations. "Proprietary Information" shall include trade secrets (as that term is defined under California Civil Code Section 3426.1) and all other discoveries, developments, designs, improvements, inventions, formulas, software programs, processes, techniques, know-how, data, research, techniques, technical data, and any modifications or enhancements of any of the foregoing, and all program, marketing, sales, or other financial or business information disclosed to employee by the SCHOOL.

**L. EVALUATION**

The SCHOOL shall evaluate and assess the performance of the EMPLOYEE in accordance with SCHOOL personnel policies, adopted evaluation procedures, and instructional expectations. Evaluation processes may include goal-setting meetings, instructional observations, coaching conversations, and/or summative evaluations as determined by the SCHOOL.

Performance may be assessed based on instructional effectiveness, professionalism, communication, reliability, collaboration, preparedness, adherence to SCHOOL policies, and fulfillment of assigned responsibilities.

**M. AT-WILL EMPLOYMENT**

EMPLOYEE understands that no promise of a specific term of employment has been made by the SCHOOL. All employment at the SCHOOL is at-will. Either the EMPLOYEE or the SCHOOL may terminate EMPLOYEE's employment at any time with or without cause and with or without advance notice.

EMPLOYEE may also be demoted or disciplined and the terms of his/her/their employment altered at any time, with or without cause, at the sole discretion of the SCHOOL.

No one other than the Board of the SCHOOL has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the term of this Agreement, and any such agreement must be in writing and must be signed by the Board of the SCHOOL and by the affected EMPLOYEE and must specifically state the intention to alter this "at-will" relationship.

No supervisor or representative of the SCHOOL has authority to enter into any agreement contrary to this at-will relationship except through a written agreement approved by the SCHOOL's Board.

**N. OUTSIDE EMPLOYMENT**

EMPLOYEE may engage in outside employment provided such employment does not interfere with the performance of duties, create a conflict of interest, or occur during scheduled work hours.

EMPLOYEE agrees to notify the SCHOOL of outside employment upon request. The SCHOOL reserves the right to address outside employment that conflicts with the EMPLOYEE's responsibilities or the SCHOOL's operations.

**O. NO TENURE**

During the term of this Agreement, EMPLOYEE understands that he/she/they will not acquire or accrue tenure or any employment rights with the SCHOOL.

**P. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE**

EMPLOYEE acknowledges and agrees to comply with all mandated reporter obligations under California law and SCHOOL policy.

## **Q. GENERAL PROVISIONS**

1. **Governing Law:** This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.
2. **Entire Agreement:** This Agreement, together with the exhibits, any documentation or information incorporated by reference and schedules hereto, constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior contemporaneous agreements or understandings, inducements or conditions, express implied, written or oral, between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the Agreement. The express terms of this Agreement control and supersede any course of performance or usage of the trade inconsistent with any of the terms of this Agreement.
3. **Modifications:** Any modifications or amendments of any of the terms and conditions of this Agreement must be expressly made by the parties hereto in writing.
4. **Severability:** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect, unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.
5. **Waiver of Breach:** The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.
6. **Assignment:** The rights and obligations of the respective parties under this Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.
7. **Attorneys' Fees:** In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, costs, expenses and disbursements incurred.

## **R. AGREEMENT TO ARBITRATE**

Any controversy, dispute or claim arising out of or relating to EMPLOYEE'S employment by the SCHOOL shall be settled through binding arbitration, pursuant to the SCHOOL'S Employer/Employee Arbitration Agreement, incorporated herein by reference (See Attached "Exhibit C").

## **S. ACCEPTANCE OF EMPLOYMENT**

By signing below, the EMPLOYEE declares as follows:

- a. I have read this Agreement and accept employment with the SCHOOL on the terms specified herein.
- b. All information I have provided to the SCHOOL related to my employment is true and accurate.
- c. I have received and reviewed the job description for this position and understand my job duties.
- d. I have received, reviewed and signed the SCHOOL Employer/Employee Arbitration Agreement.
- e. I have received and reviewed the SCHOOL calendar.
- f. I have received, reviewed and signed the Employee Handbook.
- g. I understand that employment-related disputes are subject to the SCHOOL's Arbitration Agreement.

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

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

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

\_\_\_\_\_

Telephone: \_\_\_\_\_

SCHOOL Approval: \_\_\_\_\_

Date \_\_\_\_\_

***This Employment Agreement is subject to ratification by the Governing Board of Vibrant Minds Charter School.***

**AT-WILL EMPLOYMENT AGREEMENT**

**Between**

**VIBRANT MINDS CHARTER SCHOOL**

**and**

**GLORIA GALLARDO**

THIS AT-WILL EMPLOYMENT AGREEMENT (“Agreement”) is entered into by and between the Board of Directors (“Board”) of Vibrant Minds Charter School (“SCHOOL” or “EMPLOYER”), operating a California public charter school in Orange County, approved by the Anaheim Elementary School District (the “District”) and the above-named employee (“EMPLOYEE”). EMPLOYER desires to hire EMPLOYEE who will assist SCHOOL in achieving the goals and meeting the requirements of the SCHOOL Charters. The Board desires to engage the services of the EMPLOYEE for purpose of assisting SCHOOL in implementing its purposes, policies, and procedures. The parties recognize that SCHOOL is generally exempt from the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992 or elsewhere in other applicable laws or regulations.

WHEREAS, the SCHOOL and EMPLOYEE wish to enter into an at-will employment relationship under the conditions set forth herein, the parties hereby agree as follows:

**A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT**

1. The SCHOOL has been established and operates pursuant to the Charter Schools Act of 1992, California Education Code section 47600, et seq. The SCHOOL’s charter is available to you on the SCHOOL’S website and can be provided to you separately as a PDF file at your request and is incorporated by reference herein. EMPLOYEE agrees to read and become familiar with the provisions of the SCHOOL’s charter and to act always in accordance with the educational mission, policies and procedures described therein. The SCHOOL has been duly approved by the Board of Education of the District.
2. EMPLOYEE understands that the SCHOOL is a separate legal entity from the District. The District is not liable for any debts or obligations of the SCHOOL, and EMPLOYEE expressly recognizes that he/she/they is being employed by the SCHOOL and not the District.
3. Pursuant to California Education Code (“Cal. Ed. Code”) section 47610, the SCHOOL must comply with all of the provisions set forth in its charter but is otherwise generally exempt from the laws governing school districts except as specified in the California Charter Schools Act, the SCHOOL’s charter or other relevant law.
4. The SCHOOL shall be deemed the exclusive public-school employer of the employees at the SCHOOL for purposes of California Government Code section 3540.1.

EMPLOYEE is willing and qualified to provide the services referenced above. The SCHOOL has need of the EMPLOYEE’s services and therefore desires to employ the EMPLOYEE. Employment terms are governed by this Agreement and the current SCHOOL charter, handbooks, policies, procedures, rules or regulations, as adopted and amended from time to time by the SCHOOL.

**B. DUTIES**

A copy of the job description for EMPLOYEE’s position as Certificated Teacher is incorporated by reference herein (See Attached “Exhibit A”). The duties set forth in that job description may be amended from time to time at the sole discretion of the SCHOOL. EMPLOYEE agrees that he/she/they shall at all times faithfully, industriously, and to the best of their ability, perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this Agreement by the accomplishment of:

1. Fulfilling the functions enumerated in the EMPLOYEE’s job description; and
2. Such other duties for which Employee is qualified to perform as assigned by the Board or the SCHOOL as necessary in the SCHOOL’s discretion and judgment to effectuate the purposes of this Agreement. The EMPLOYEE understands that the SCHOOL may assign additional duties and responsibilities reasonably related to the position, credential authorization, instructional program, and operational needs of the SCHOOL. Assignments may include changes in grade level, subject area, committee participation, school events, supervision duties, or other responsibilities necessary to support SCHOOL operations and student success. In addition, the EMPLOYEE shall attend all parent/teacher conferences, special education meetings at which the EMPLOYEE’s attendance is required or requested, any planned SCHOOL events, including any events in the morning prior to the beginning of the work day, in the evening after the work day has concluded or over the weekend and any and all training, professional development and/or planning sessions before or during the school year; and
3. Instructional staff may be required to submit lesson plans, instructional planning documents, pacing guides, assessment data, or other instructional materials in accordance with SCHOOL instructional systems and leadership expectations.
4. The EMPLOYEE will perform such duties as the SCHOOL may reasonably assign and will abide by all the SCHOOL’s policies and procedures as adopted and amended from time to time, including those policies and procedures set forth in the SCHOOL’s current Employee Handbook, incorporated herein by reference (See Attached “Exhibit B”), which may be amended from time to time at the sole discretion of the SCHOOL; and
5. EMPLOYEE will not render services in person or by electronic means, paid or otherwise for any other entity during contracted work hours with the SCHOOL; and
6. EMPLOYEE will conduct themselves in a respectful and responsible manner as a representative of the SCHOOL both on and off campus. EMPLOYEE will refrain from engaging in any inappropriate behavior, including but not limited to sexual relations, while on SCHOOL property. EMPLOYEE agrees to perform all duties in a professional manner and to comply with all SCHOOL policies regarding professional conduct, including maintaining appropriate professional boundaries with students at all times.
7. EMPLOYEE acknowledges that he/she/they are a mandated reporter under California law and agrees to comply with all required reporting obligations, including the duty to personally report suspected child abuse or neglect. EMPLOYEE further agrees to complete all required mandated reporter and child abuse prevention trainings.

**C. PROFESSIONAL EXPECTATIONS**

EMPLOYEE is expected to demonstrate professionalism through effective communication, reliability, preparedness, collaboration, adherence to SCHOOL policies, and timely completion of assigned responsibilities. EMPLOYEE is expected to maintain respectful and constructive interactions with colleagues, students, and families and contribute positively to a professional and student-centered work environment.

**D. COMPENSATION**

The SCHOOL will pay the EMPLOYEE a salary commensurate with the approved gross salary as specified herein. Compensation earned will be paid to EMPLOYEE on EMPLOYER’s regular paydays, subject to legally required withholdings and deductions and such other withholdings and deductions authorized by EMPLOYEE. If the EMPLOYEE fails to complete the Term of this Agreement for any reason whatsoever, EMPLOYEE is entitled to be paid the annual salary prorated to the amount of work actually performed.

EMPLOYEE shall receive an annual gross salary of \$73,106.00.

The pay/salary schedule may be augmented with the inclusion of a portion or all of COLA, depending upon the amount.

Employee benefits, including leave entitlements, shall be governed by the SCHOOL’s Employee Handbook and

applicable law.

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Certificated positions at SCHOOL designated as full-time will be entitled to participate in designated employee benefit programs and plans established by the SCHOOL from time to time for the benefit of its employees. This includes payments to the State Employees Retirement System (STRS) or other retirement benefit programs, health insurance, dental care insurance, and vision insurance (subject to program and eligibility requirements). This position does include these benefits.

EMPLOYEE will have no rights or entitlement under any District policy or procedure unless that policy or procedure has been adopted by EMPLOYER and specifically made applicable to EMPLOYEE by EMPLOYER. Notwithstanding the foregoing, EMPLOYEE will be covered by all applicable federal and state employment laws including those prohibiting discrimination or harassment in the workplace.

**F. EMPLOYEE HANDBOOK AND POLICIES**

Employee agrees to abide by all policies and procedures of the SCHOOL, including those set forth in the Employee Handbook, as may be amended from time to time.

The Employee Handbook does not create a contract of employment and may be modified at the sole discretion of the SCHOOL.

The SCHOOL reserves the right to interpret and apply its policies in compliance with applicable law.

**G. TRAINING REQUIREMENTS**

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EMPLOYEE understands that employment is contingent upon verification and maintenance of applicable licensure, credentials (compliant with ESSA, as applicable) and other legally required qualifications, including but not limited to fingerprint clearance from the California Department of Justice, employment verification pursuant to AB 2534, reference check, and tuberculosis screening or testing, where required. EMPLOYEE has a continuing duty to report any arrests or criminal charges to SCHOOL within one (1) business day.

EMPLOYEE understands that employment is contingent upon EMPLOYEE obtaining a valid teaching credential at the EMPLOYEE's own expense unless otherwise agreed to in writing. EMPLOYEE understands EMPLOYEE is solely responsible for obtaining the required training, education and obtaining and filing with the proper entities the required documentation necessary to obtain and maintain a valid California teaching credential. This Agreement may be terminated at any time if EMPLOYEE fails to maintain a valid teaching credential (general education certificated assignment) or fails to obtain a valid teaching credential prior to the start of employment.

**I. WORK SCHEDULE**

The current SCHOOL calendar is incorporated by reference herein. The school year officially begins July 1, 2026, and concludes June 30, 2027. This may differ from an EMPLOYEE'S official start date, which may vary from year-to-year. An EMPLOYEE may be called upon to work prior to his/her/their official start date or after his/her/their official end date within the school year

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EMPLOYEE understands that the one hundred ninety-one (191) workdays during a school year include paid professional development days and other required workdays, as specified in the SCHOOL calendar. EMPLOYEE may be required to work days prior to the start of student instruction and following the end of the instructional year, as indicated on the SCHOOL calendar, to fulfill all obligations of this Agreement.

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  - a. That which is developed without use of equipment, supplies, facilities or trade secret information of the SCHOOL, and EMPLOYEE can demonstrate was created in its entirety entirely on EMPLOYEE's own time, which also (a) does not relate (1) to the business of the SCHOOL; (2) to the SCHOOL's actual or demonstrably anticipated research or development; or (b) which does not result from work performed by EMPLOYEE for the SCHOOL. (See California Labor Code Section 2870).
2. *Protection.* The SCHOOL may, at its sole discretion and at its own expense, choose to seek, obtain, maintain, enforce, or forego any form of protection for intellectual property owned by it under this Agreement.
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2. EMPLOYEE shall not knowingly use, reproduce, disseminate, disclose, publish, or do anything related to any proprietary information or rights for any unauthorized purpose.

3. EMPLOYEE shall at all times during employment promptly advise the SCHOOL of any knowledge that employee may have of any unauthorized release or use of the SCHOOL's proprietary information.

"Proprietary Information" means information (a) that is not known by actual or potential competitors of the SCHOOL or is generally unavailable to the public, (b) that has been created, discovered, developed, or otherwise conveyed to the SCHOOL, and (c) that has material economic value or potential material economic value to the SCHOOL's present and future educational operations. "Proprietary Information" shall include trade secrets (as that term is defined under California Civil Code Section 3426.1) and all other discoveries, developments, designs, improvements, inventions, formulas, software programs, processes, techniques, know-how, data, research, techniques, technical data, and any modifications or enhancements of any of the foregoing, and all program, marketing, sales, or other financial or business information disclosed to employee by the SCHOOL.

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Performance may be assessed based on instructional effectiveness, professionalism, communication, reliability, collaboration, preparedness, adherence to SCHOOL policies, and fulfillment of assigned responsibilities.

**M. AT-WILL EMPLOYMENT**

EMPLOYEE understands that no promise of a specific term of employment has been made by the SCHOOL. All employment at the SCHOOL is at-will. Either the EMPLOYEE or the SCHOOL may terminate EMPLOYEE's employment at any time with or without cause and with or without advance notice.

EMPLOYEE may also be demoted or disciplined and the terms of his/her/their employment altered at any time, with or without cause, at the sole discretion of the SCHOOL.

No one other than the Board of the SCHOOL has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the term of this Agreement, and any such agreement must be in writing and must be signed by the Board of the SCHOOL and by the affected EMPLOYEE and must specifically state the intention to alter this "at-will" relationship.

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**O. NO TENURE**

During the term of this Agreement, EMPLOYEE understands that he/she/they will not acquire or accrue tenure or any employment rights with the SCHOOL.

**P. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE**

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1. **Governing Law:** This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.
2. **Entire Agreement:** This Agreement, together with the exhibits, any documentation or information incorporated by reference and schedules hereto, constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior contemporaneous agreements or understandings, inducements or conditions, express implied, written or oral, between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the Agreement. The express terms of this Agreement control and supersede any course of performance or usage of the trade inconsistent with any of the terms of this Agreement.
3. **Modifications:** Any modifications or amendments of any of the terms and conditions of this Agreement must be expressly made by the parties hereto in writing.
4. **Severability:** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect, unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.
5. **Waiver of Breach:** The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.
6. **Assignment:** The rights and obligations of the respective parties under this Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.
7. **Attorneys' Fees:** In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, costs, expenses and disbursements incurred.

## **R. AGREEMENT TO ARBITRATE**

Any controversy, dispute or claim arising out of or relating to EMPLOYEE'S employment by the SCHOOL shall be settled through binding arbitration, pursuant to the SCHOOL'S Employer/Employee Arbitration Agreement, incorporated herein by reference (See Attached "Exhibit C").

## **S. ACCEPTANCE OF EMPLOYMENT**

By signing below, the EMPLOYEE declares as follows:

- a. I have read this Agreement and accept employment with the SCHOOL on the terms specified herein.
- b. All information I have provided to the SCHOOL related to my employment is true and accurate.
- c. I have received and reviewed the job description for this position and understand my job duties.
- d. I have received, reviewed and signed the SCHOOL Employer/Employee Arbitration Agreement.
- e. I have received and reviewed the SCHOOL calendar.
- f. I have received, reviewed and signed the Employee Handbook.
- g. I understand that employment-related disputes are subject to the SCHOOL's Arbitration Agreement.

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

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

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

\_\_\_\_\_

Telephone: \_\_\_\_\_

SCHOOL Approval: \_\_\_\_\_

Date \_\_\_\_\_

***This Employment Agreement is subject to ratification by the Governing Board of Vibrant Minds Charter School.***

**AT-WILL EMPLOYMENT AGREEMENT**

**Between**

**VIBRANT MINDS CHARTER SCHOOL**

**and**

**KAREN KAHLER**

THIS AT-WILL EMPLOYMENT AGREEMENT (“Agreement”) is entered into by and between the Board of Directors (“Board”) of Vibrant Minds Charter School (“SCHOOL” or “EMPLOYER”), operating a California public charter school in Orange County, approved by the Anaheim Elementary School District (the “District”) and the above-named employee (“EMPLOYEE”). EMPLOYER desires to hire EMPLOYEE who will assist SCHOOL in achieving the goals and meeting the requirements of the SCHOOL Charters. The Board desires to engage the services of the EMPLOYEE for purpose of assisting SCHOOL in implementing its purposes, policies, and procedures. The parties recognize that SCHOOL is generally exempt from the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992 or elsewhere in other applicable laws or regulations.

WHEREAS, the SCHOOL and EMPLOYEE wish to enter into an at-will employment relationship under the conditions set forth herein, the parties hereby agree as follows:

**A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT**

1. The SCHOOL has been established and operates pursuant to the Charter Schools Act of 1992, California Education Code section 47600, et seq. The SCHOOL’s charter is available to you on the SCHOOL’S website and can be provided to you separately as a PDF file at your request and is incorporated by reference herein. EMPLOYEE agrees to read and become familiar with the provisions of the SCHOOL’s charter and to act always in accordance with the educational mission, policies and procedures described therein. The SCHOOL has been duly approved by the Board of Education of the District.
2. EMPLOYEE understands that the SCHOOL is a separate legal entity from the District. The District is not liable for any debts or obligations of the SCHOOL, and EMPLOYEE expressly recognizes that he/she/they is being employed by the SCHOOL and not the District.
3. Pursuant to California Education Code (“Cal. Ed. Code”) section 47610, the SCHOOL must comply with all of the provisions set forth in its charter but is otherwise generally exempt from the laws governing school districts except as specified in the California Charter Schools Act, the SCHOOL’s charter or other relevant law.
4. The SCHOOL shall be deemed the exclusive public-school employer of the employees at the SCHOOL for purposes of California Government Code section 3540.1.

EMPLOYEE is willing and qualified to provide the services referenced above. The SCHOOL has need of the EMPLOYEE’s services and therefore desires to employ the EMPLOYEE. Employment terms are governed by this Agreement and the current SCHOOL charter, handbooks, policies, procedures, rules or regulations, as adopted and amended from time to time by the SCHOOL.

**B. DUTIES**

A copy of the job description for EMPLOYEE’s position as Certificated Teacher is incorporated by reference herein (See Attached “Exhibit A”). The duties set forth in that job description may be amended from time to time at the sole discretion of the SCHOOL. EMPLOYEE agrees that he/she/they shall at all times faithfully, industriously, and to the best of their ability, perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this Agreement by the accomplishment of:

1. Fulfilling the functions enumerated in the EMPLOYEE’s job description; and
2. Such other duties for which Employee is qualified to perform as assigned by the Board or the SCHOOL as necessary in the SCHOOL’s discretion and judgment to effectuate the purposes of this Agreement. The EMPLOYEE understands that the SCHOOL may assign additional duties and responsibilities reasonably related to the position, credential authorization, instructional program, and operational needs of the SCHOOL. Assignments may include changes in grade level, subject area, committee participation, school events, supervision duties, or other responsibilities necessary to support SCHOOL operations and student success. In addition, the EMPLOYEE shall attend all parent/teacher conferences, special education meetings at which the EMPLOYEE’s attendance is required or requested, any planned SCHOOL events, including any events in the morning prior to the beginning of the work day, in the evening after the work day has concluded or over the weekend and any and all training, professional development and/or planning sessions before or during the school year; and
3. Instructional staff may be required to submit lesson plans, instructional planning documents, pacing guides, assessment data, or other instructional materials in accordance with SCHOOL instructional systems and leadership expectations.
4. The EMPLOYEE will perform such duties as the SCHOOL may reasonably assign and will abide by all the SCHOOL’s policies and procedures as adopted and amended from time to time, including those policies and procedures set forth in the SCHOOL’s current Employee Handbook, incorporated herein by reference (See Attached “Exhibit B”), which may be amended from time to time at the sole discretion of the SCHOOL; and
5. EMPLOYEE will not render services in person or by electronic means, paid or otherwise for any other entity during contracted work hours with the SCHOOL; and
6. EMPLOYEE will conduct themselves in a respectful and responsible manner as a representative of the SCHOOL both on and off campus. EMPLOYEE will refrain from engaging in any inappropriate behavior, including but not limited to sexual relations, while on SCHOOL property. EMPLOYEE agrees to perform all duties in a professional manner and to comply with all SCHOOL policies regarding professional conduct, including maintaining appropriate professional boundaries with students at all times.
7. EMPLOYEE acknowledges that he/she/they are a mandated reporter under California law and agrees to comply with all required reporting obligations, including the duty to personally report suspected child abuse or neglect. EMPLOYEE further agrees to complete all required mandated reporter and child abuse prevention trainings.

**C. PROFESSIONAL EXPECTATIONS**

EMPLOYEE is expected to demonstrate professionalism through effective communication, reliability, preparedness, collaboration, adherence to SCHOOL policies, and timely completion of assigned responsibilities. EMPLOYEE is expected to maintain respectful and constructive interactions with colleagues, students, and families and contribute positively to a professional and student-centered work environment.

**D. COMPENSATION**

The SCHOOL will pay the EMPLOYEE a salary commensurate with the approved gross salary as specified herein. Compensation earned will be paid to EMPLOYEE on EMPLOYER’s regular paydays, subject to legally required withholdings and deductions and such other withholdings and deductions authorized by EMPLOYEE. If the EMPLOYEE fails to complete the Term of this Agreement for any reason whatsoever, EMPLOYEE is entitled to be paid the annual salary prorated to the amount of work actually performed.

EMPLOYEE shall receive an annual gross salary of \$72,055.00.

The pay/salary schedule may be augmented with the inclusion of a portion or all of COLA, depending upon the amount.

Employee benefits, including leave entitlements, shall be governed by the SCHOOL’s Employee Handbook and

applicable law.

**E. BENEFITS**

Certificated positions at SCHOOL designated as full-time will be entitled to participate in designated employee benefit programs and plans established by the SCHOOL from time to time for the benefit of its employees. This includes payments to the State Employees Retirement System (STRS) or other retirement benefit programs, health insurance, dental care insurance, and vision insurance (subject to program and eligibility requirements). This position does include these benefits.

EMPLOYEE will have no rights or entitlement under any District policy or procedure unless that policy or procedure has been adopted by EMPLOYER and specifically made applicable to EMPLOYEE by EMPLOYER. Notwithstanding the foregoing, EMPLOYEE will be covered by all applicable federal and state employment laws including those prohibiting discrimination or harassment in the workplace.

**F. EMPLOYEE HANDBOOK AND POLICIES**

Employee agrees to abide by all policies and procedures of the SCHOOL, including those set forth in the Employee Handbook, as may be amended from time to time.

The Employee Handbook does not create a contract of employment and may be modified at the sole discretion of the SCHOOL.

The SCHOOL reserves the right to interpret and apply its policies in compliance with applicable law.

**G. TRAINING REQUIREMENTS**

EMPLOYEE agrees to complete all required trainings within timelines established by the SCHOOL, including mandated reporter training, child abuse prevention training, safety training, and other compliance-related trainings.

**H. QUALIFICATIONS**

EMPLOYEE understands that employment is contingent upon verification and maintenance of applicable licensure, credentials (compliant with ESSA, as applicable) and other legally required qualifications, including but not limited to fingerprint clearance from the California Department of Justice, employment verification pursuant to AB 2534, reference check, and tuberculosis screening or testing, where required. EMPLOYEE has a continuing duty to report any arrests or criminal charges to SCHOOL within one (1) business day.

EMPLOYEE understands that employment is contingent upon EMPLOYEE obtaining a valid teaching credential at the EMPLOYEE's own expense unless otherwise agreed to in writing. EMPLOYEE understands EMPLOYEE is solely responsible for obtaining the required training, education and obtaining and filing with the proper entities the required documentation necessary to obtain and maintain a valid California teaching credential. This Agreement may be terminated at any time if EMPLOYEE fails to maintain a valid teaching credential (general education certificated assignment) or fails to obtain a valid teaching credential prior to the start of employment.

**I. WORK SCHEDULE**

The current SCHOOL calendar is incorporated by reference herein. The school year officially begins July 1, 2026, and concludes June 30, 2027. This may differ from an EMPLOYEE'S official start date, which may vary from year-to-year. An EMPLOYEE may be called upon to work prior to his/her/their official start date or after his/her/their official end date within the school year

Subject to earlier termination as an At-Will Employee and as provided in this Agreement, EMPLOYEE agrees to begin working on or about August 3, 2026, as specified in the SCHOOL calendar. Unless terminated earlier, this Agreement shall terminate automatically at midnight on the final day of the SCHOOL year as specified in the SCHOOL calendar, but no later than June 30, 2027. EMPLOYEE's day-to-day work schedule shall be consistent with the SCHOOL's schedule. Nothing in this paragraph or the employee's day-to-day work schedule shall alter EMPLOYEE's At-Will employee status.

EMPLOYEE understands that the one hundred ninety-one (191) workdays during a school year include paid professional development days and other required workdays, as specified in the SCHOOL calendar. EMPLOYEE may be required to work days prior to the start of student instruction and following the end of the instructional year, as indicated on the SCHOOL calendar, to fulfill all obligations of this Agreement.

Newly hired employees may be required to attend up to five (5) additional professional development and onboarding days prior to the start of the instructional year, for a total of up to one hundred ninety-six (196) contracted workdays.

As a minimum performance requirement, the work schedule for the EMPLOYEE shall be Monday through Friday, during regular school hours (approximately 8:00 a.m. through 3:30 p.m., with the exception of one day per week from 8:00 a.m. through 4:15 p.m. due to the Teacher Think Tank Sessions). Employees are expected to fulfill professional responsibilities associated with the position, which may periodically require attendance at meetings, conferences, professional development, school events, family engagement activities, or other assigned duties occurring outside the regular instructional day. Due to the professional responsibilities associated with this exempt position, actual work hours may periodically extend beyond the regular instructional day. As this position is exempt from overtime, additional duties of the EMPLOYEE may need to be performed outside of the daily work schedule. These additional duties include but are not limited to: Parent/Teacher Conferences, Community Events, Field Trips, Dances, and Student Events. Additional duties may take place on weekends and/or mornings and evenings, before/after the conclusion of the minimum work schedule hours noted above herein.

Employee understands that as a salaried exempt professional, duties may extend beyond the regular instructional day as necessary to fulfill the responsibilities of the position.

#### **J. INTELLECTUAL PROPERTY**

1. *Ownership.* All intellectual property developed by the SCHOOL or developed by EMPLOYEE while employed by SCHOOL under this Contract will be owned by the SCHOOL including, without limitation, works of authorship (e.g., writings, graphic designs and computer programs); inventions (whether tangible or intangible); and, trademarks. However, the following intellectual property is *excluded* from ownership by the SCHOOL under this Contract, absent further agreement with EMPLOYEE:
  - a. That which is developed without use of equipment, supplies, facilities or trade secret information of the SCHOOL, and EMPLOYEE can demonstrate was created in its entirety entirely on EMPLOYEE's own time, which also (a) does not relate (1) to the business of the SCHOOL; (2) to the SCHOOL's actual or demonstrably anticipated research or development; or (b) which does not result from work performed by EMPLOYEE for the SCHOOL. (See California Labor Code Section 2870).
2. *Protection.* The SCHOOL may, at its sole discretion and at its own expense, choose to seek, obtain, maintain, enforce, or forego any form of protection for intellectual property owned by it under this Agreement.
3. *Cooperation.* At the SCHOOL's expense, EMPLOYEE will cooperate with the SCHOOL to facilitate the provisions of this section of the Agreement, without limitation, through execution of assignments, execution of formal documents to support applications for intellectual property protection and providing testimony in litigation to enforce or defend the SCHOOL's intellectual property rights.

#### **K. PROPRIETARY PROPERTY**

The SCHOOL's proprietary property is the personal property of the SCHOOL and constitutes confidential trade secrets and curriculum, which comprises the substance of the SCHOOL's business. As part of the consideration for EMPLOYEE's employment and the compensation received from the SCHOOL, EMPLOYEE agrees at all times, both during or after termination of employment, except as necessary in the ordinary course of performing duties as an employee of the SCHOOL:

1. EMPLOYEE shall keep in the strictest confidence and trust all proprietary information.
2. EMPLOYEE shall not knowingly use, reproduce, disseminate, disclose, publish, or do anything related to any proprietary information or rights for any unauthorized purpose.

3. EMPLOYEE shall at all times during employment promptly advise the SCHOOL of any knowledge that employee may have of any unauthorized release or use of the SCHOOL's proprietary information.

"Proprietary Information" means information (a) that is not known by actual or potential competitors of the SCHOOL or is generally unavailable to the public, (b) that has been created, discovered, developed, or otherwise conveyed to the SCHOOL, and (c) that has material economic value or potential material economic value to the SCHOOL's present and future educational operations. "Proprietary Information" shall include trade secrets (as that term is defined under California Civil Code Section 3426.1) and all other discoveries, developments, designs, improvements, inventions, formulas, software programs, processes, techniques, know-how, data, research, techniques, technical data, and any modifications or enhancements of any of the foregoing, and all program, marketing, sales, or other financial or business information disclosed to employee by the SCHOOL.

**L. EVALUATION**

The SCHOOL shall evaluate and assess the performance of the EMPLOYEE in accordance with SCHOOL personnel policies, adopted evaluation procedures, and instructional expectations. Evaluation processes may include goal-setting meetings, instructional observations, coaching conversations, and/or summative evaluations as determined by the SCHOOL.

Performance may be assessed based on instructional effectiveness, professionalism, communication, reliability, collaboration, preparedness, adherence to SCHOOL policies, and fulfillment of assigned responsibilities.

**M. AT-WILL EMPLOYMENT**

EMPLOYEE understands that no promise of a specific term of employment has been made by the SCHOOL. All employment at the SCHOOL is at-will. Either the EMPLOYEE or the SCHOOL may terminate EMPLOYEE's employment at any time with or without cause and with or without advance notice.

EMPLOYEE may also be demoted or disciplined and the terms of his/her/their employment altered at any time, with or without cause, at the sole discretion of the SCHOOL.

No one other than the Board of the SCHOOL has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the term of this Agreement, and any such agreement must be in writing and must be signed by the Board of the SCHOOL and by the affected EMPLOYEE and must specifically state the intention to alter this "at-will" relationship.

No supervisor or representative of the SCHOOL has authority to enter into any agreement contrary to this at-will relationship except through a written agreement approved by the SCHOOL's Board.

**N. OUTSIDE EMPLOYMENT**

EMPLOYEE may engage in outside employment provided such employment does not interfere with the performance of duties, create a conflict of interest, or occur during scheduled work hours.

EMPLOYEE agrees to notify the SCHOOL of outside employment upon request. The SCHOOL reserves the right to address outside employment that conflicts with the EMPLOYEE's responsibilities or the SCHOOL's operations.

**O. NO TENURE**

During the term of this Agreement, EMPLOYEE understands that he/she/they will not acquire or accrue tenure or any employment rights with the SCHOOL.

**P. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE**

EMPLOYEE acknowledges and agrees to comply with all mandated reporter obligations under California law and SCHOOL policy.

## **Q. GENERAL PROVISIONS**

1. **Governing Law:** This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.
2. **Entire Agreement:** This Agreement, together with the exhibits, any documentation or information incorporated by reference and schedules hereto, constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior contemporaneous agreements or understandings, inducements or conditions, express implied, written or oral, between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the Agreement. The express terms of this Agreement control and supersede any course of performance or usage of the trade inconsistent with any of the terms of this Agreement.
3. **Modifications:** Any modifications or amendments of any of the terms and conditions of this Agreement must be expressly made by the parties hereto in writing.
4. **Severability:** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect, unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.
5. **Waiver of Breach:** The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.
6. **Assignment:** The rights and obligations of the respective parties under this Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.
7. **Attorneys' Fees:** In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, costs, expenses and disbursements incurred.

## **R. AGREEMENT TO ARBITRATE**

Any controversy, dispute or claim arising out of or relating to EMPLOYEE'S employment by the SCHOOL shall be settled through binding arbitration, pursuant to the SCHOOL'S Employer/Employee Arbitration Agreement, incorporated herein by reference (See Attached "Exhibit C").

## **S. ACCEPTANCE OF EMPLOYMENT**

By signing below, the EMPLOYEE declares as follows:

- a. I have read this Agreement and accept employment with the SCHOOL on the terms specified herein.
- b. All information I have provided to the SCHOOL related to my employment is true and accurate.
- c. I have received and reviewed the job description for this position and understand my job duties.
- d. I have received, reviewed and signed the SCHOOL Employer/Employee Arbitration Agreement.
- e. I have received and reviewed the SCHOOL calendar.
- f. I have received, reviewed and signed the Employee Handbook.
- g. I understand that employment-related disputes are subject to the SCHOOL's Arbitration Agreement.

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

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

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

\_\_\_\_\_

Telephone: \_\_\_\_\_

SCHOOL Approval: \_\_\_\_\_

Date \_\_\_\_\_

***This Employment Agreement is subject to ratification by the Governing Board of Vibrant Minds Charter School.***

**AT-WILL EMPLOYMENT AGREEMENT**

**Between**

**VIBRANT MINDS CHARTER SCHOOL**

**and**

**KIANA MARIANO**

THIS AT-WILL EMPLOYMENT AGREEMENT (“Agreement”) is entered into by and between the Board of Directors (“Board”) of Vibrant Minds Charter School (“SCHOOL” or “EMPLOYER”), operating a California public charter school in Orange County, approved by the Anaheim Elementary School District (the “District”) and the above-named employee (“EMPLOYEE”). EMPLOYER desires to hire EMPLOYEE who will assist SCHOOL in achieving the goals and meeting the requirements of the SCHOOL Charters. The Board desires to engage the services of the EMPLOYEE for purpose of assisting SCHOOL in implementing its purposes, policies, and procedures. The parties recognize that SCHOOL is generally exempt from the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992 or elsewhere in other applicable laws or regulations.

WHEREAS, the SCHOOL and EMPLOYEE wish to enter into an at-will employment relationship under the conditions set forth herein, the parties hereby agree as follows:

**A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT**

1. The SCHOOL has been established and operates pursuant to the Charter Schools Act of 1992, California Education Code section 47600, et seq. The SCHOOL’s charter is available to you on the SCHOOL’S website and can be provided to you separately as a PDF file at your request and is incorporated by reference herein. EMPLOYEE agrees to read and become familiar with the provisions of the SCHOOL’s charter and to act always in accordance with the educational mission, policies and procedures described therein. The SCHOOL has been duly approved by the Board of Education of the District.
2. EMPLOYEE understands that the SCHOOL is a separate legal entity from the District. The District is not liable for any debts or obligations of the SCHOOL, and EMPLOYEE expressly recognizes that he/she/they is being employed by the SCHOOL and not the District.
3. Pursuant to California Education Code (“Cal. Ed. Code”) section 47610, the SCHOOL must comply with all of the provisions set forth in its charter but is otherwise generally exempt from the laws governing school districts except as specified in the California Charter Schools Act, the SCHOOL’s charter or other relevant law.
4. The SCHOOL shall be deemed the exclusive public-school employer of the employees at the SCHOOL for purposes of California Government Code section 3540.1.

EMPLOYEE is willing and qualified to provide the services referenced above. The SCHOOL has need of the EMPLOYEE’s services and therefore desires to employ the EMPLOYEE. Employment terms are governed by this Agreement and the current SCHOOL charter, handbooks, policies, procedures, rules or regulations, as adopted and amended from time to time by the SCHOOL.

**B. DUTIES**

A copy of the job description for EMPLOYEE’s position as Certificated Teacher is incorporated by reference herein (See Attached “Exhibit A”). The duties set forth in that job description may be amended from time to time at the sole discretion of the SCHOOL. EMPLOYEE agrees that he/she/they shall at all times faithfully, industriously, and to the best of their ability, perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this Agreement by the accomplishment of:

1. Fulfilling the functions enumerated in the EMPLOYEE’s job description; and
2. Such other duties for which Employee is qualified to perform as assigned by the Board or the SCHOOL as necessary in the SCHOOL’s discretion and judgment to effectuate the purposes of this Agreement. The EMPLOYEE understands that the SCHOOL may assign additional duties and responsibilities reasonably related to the position, credential authorization, instructional program, and operational needs of the SCHOOL. Assignments may include changes in grade level, subject area, committee participation, school events, supervision duties, or other responsibilities necessary to support SCHOOL operations and student success. In addition, the EMPLOYEE shall attend all parent/teacher conferences, special education meetings at which the EMPLOYEE’s attendance is required or requested, any planned SCHOOL events, including any events in the morning prior to the beginning of the work day, in the evening after the work day has concluded or over the weekend and any and all training, professional development and/or planning sessions before or during the school year; and
3. Instructional staff may be required to submit lesson plans, instructional planning documents, pacing guides, assessment data, or other instructional materials in accordance with SCHOOL instructional systems and leadership expectations.
4. The EMPLOYEE will perform such duties as the SCHOOL may reasonably assign and will abide by all the SCHOOL’s policies and procedures as adopted and amended from time to time, including those policies and procedures set forth in the SCHOOL’s current Employee Handbook, incorporated herein by reference (See Attached “Exhibit B”), which may be amended from time to time at the sole discretion of the SCHOOL; and
5. EMPLOYEE will not render services in person or by electronic means, paid or otherwise for any other entity during contracted work hours with the SCHOOL; and
6. EMPLOYEE will conduct themselves in a respectful and responsible manner as a representative of the SCHOOL both on and off campus. EMPLOYEE will refrain from engaging in any inappropriate behavior, including but not limited to sexual relations, while on SCHOOL property. EMPLOYEE agrees to perform all duties in a professional manner and to comply with all SCHOOL policies regarding professional conduct, including maintaining appropriate professional boundaries with students at all times.
7. EMPLOYEE acknowledges that he/she/they are a mandated reporter under California law and agrees to comply with all required reporting obligations, including the duty to personally report suspected child abuse or neglect. EMPLOYEE further agrees to complete all required mandated reporter and child abuse prevention trainings.

**C. PROFESSIONAL EXPECTATIONS**

EMPLOYEE is expected to demonstrate professionalism through effective communication, reliability, preparedness, collaboration, adherence to SCHOOL policies, and timely completion of assigned responsibilities. EMPLOYEE is expected to maintain respectful and constructive interactions with colleagues, students, and families and contribute positively to a professional and student-centered work environment.

**D. COMPENSATION**

The SCHOOL will pay the EMPLOYEE a salary commensurate with the approved gross salary as specified herein. Compensation earned will be paid to EMPLOYEE on EMPLOYER’s regular paydays, subject to legally required withholdings and deductions and such other withholdings and deductions authorized by EMPLOYEE. If the EMPLOYEE fails to complete the Term of this Agreement for any reason whatsoever, EMPLOYEE is entitled to be paid the annual salary prorated to the amount of work actually performed.

EMPLOYEE shall receive an annual gross salary of \$69,020.00.

The pay/salary schedule may be augmented with the inclusion of a portion or all of COLA, depending upon the amount.

Employee benefits, including leave entitlements, shall be governed by the SCHOOL’s Employee Handbook and

applicable law.

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Certificated positions at SCHOOL designated as full-time will be entitled to participate in designated employee benefit programs and plans established by the SCHOOL from time to time for the benefit of its employees. This includes payments to the State Employees Retirement System (STRS) or other retirement benefit programs, health insurance, dental care insurance, and vision insurance (subject to program and eligibility requirements). This position does include these benefits.

EMPLOYEE will have no rights or entitlement under any District policy or procedure unless that policy or procedure has been adopted by EMPLOYER and specifically made applicable to EMPLOYEE by EMPLOYER. Notwithstanding the foregoing, EMPLOYEE will be covered by all applicable federal and state employment laws including those prohibiting discrimination or harassment in the workplace.

**F. EMPLOYEE HANDBOOK AND POLICIES**

Employee agrees to abide by all policies and procedures of the SCHOOL, including those set forth in the Employee Handbook, as may be amended from time to time.

The Employee Handbook does not create a contract of employment and may be modified at the sole discretion of the SCHOOL.

The SCHOOL reserves the right to interpret and apply its policies in compliance with applicable law.

**G. TRAINING REQUIREMENTS**

EMPLOYEE agrees to complete all required trainings within timelines established by the SCHOOL, including mandated reporter training, child abuse prevention training, safety training, and other compliance-related trainings.

**H. QUALIFICATIONS**

EMPLOYEE understands that employment is contingent upon verification and maintenance of applicable licensure, credentials (compliant with ESSA, as applicable) and other legally required qualifications, including but not limited to fingerprint clearance from the California Department of Justice, employment verification pursuant to AB 2534, reference check, and tuberculosis screening or testing, where required. EMPLOYEE has a continuing duty to report any arrests or criminal charges to SCHOOL within one (1) business day.

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**I. WORK SCHEDULE**

The current SCHOOL calendar is incorporated by reference herein. The school year officially begins July 1, 2026, and concludes June 30, 2027. This may differ from an EMPLOYEE'S official start date, which may vary from year-to-year. An EMPLOYEE may be called upon to work prior to his/her/their official start date or after his/her/their official end date within the school year

Subject to earlier termination as an At-Will Employee and as provided in this Agreement, EMPLOYEE agrees to begin working on or about August 3, 2026, as specified in the SCHOOL calendar. Unless terminated earlier, this Agreement shall terminate automatically at midnight on the final day of the SCHOOL year as specified in the SCHOOL calendar, but no later than June 30, 2027. EMPLOYEE's day-to-day work schedule shall be consistent with the SCHOOL's schedule. Nothing in this paragraph or the employee's day-to-day work schedule shall alter EMPLOYEE's At-Will employee status.

EMPLOYEE understands that the one hundred ninety-one (191) workdays during a school year include paid professional development days and other required workdays, as specified in the SCHOOL calendar. EMPLOYEE may be required to work days prior to the start of student instruction and following the end of the instructional year, as indicated on the SCHOOL calendar, to fulfill all obligations of this Agreement.

Newly hired employees may be required to attend up to five (5) additional professional development and onboarding days prior to the start of the instructional year, for a total of up to one hundred ninety-six (196) contracted workdays.

As a minimum performance requirement, the work schedule for the EMPLOYEE shall be Monday through Friday, during regular school hours (approximately 8:00 a.m. through 3:30 p.m., with the exception of one day per week from 8:00 a.m. through 4:15 p.m. due to the Teacher Think Tank Sessions). Employees are expected to fulfill professional responsibilities associated with the position, which may periodically require attendance at meetings, conferences, professional development, school events, family engagement activities, or other assigned duties occurring outside the regular instructional day. Due to the professional responsibilities associated with this exempt position, actual work hours may periodically extend beyond the regular instructional day. As this position is exempt from overtime, additional duties of the EMPLOYEE may need to be performed outside of the daily work schedule. These additional duties include but are not limited to: Parent/Teacher Conferences, Community Events, Field Trips, Dances, and Student Events. Additional duties may take place on weekends and/or mornings and evenings, before/after the conclusion of the minimum work schedule hours noted above herein.

Employee understands that as a salaried exempt professional, duties may extend beyond the regular instructional day as necessary to fulfill the responsibilities of the position.

#### **J. INTELLECTUAL PROPERTY**

1. *Ownership.* All intellectual property developed by the SCHOOL or developed by EMPLOYEE while employed by SCHOOL under this Contract will be owned by the SCHOOL including, without limitation, works of authorship (e.g., writings, graphic designs and computer programs); inventions (whether tangible or intangible); and, trademarks. However, the following intellectual property is *excluded* from ownership by the SCHOOL under this Contract, absent further agreement with EMPLOYEE:
  - a. That which is developed without use of equipment, supplies, facilities or trade secret information of the SCHOOL, and EMPLOYEE can demonstrate was created in its entirety entirely on EMPLOYEE's own time, which also (a) does not relate (1) to the business of the SCHOOL; (2) to the SCHOOL's actual or demonstrably anticipated research or development; or (b) which does not result from work performed by EMPLOYEE for the SCHOOL. (See California Labor Code Section 2870).
2. *Protection.* The SCHOOL may, at its sole discretion and at its own expense, choose to seek, obtain, maintain, enforce, or forego any form of protection for intellectual property owned by it under this Agreement.
3. *Cooperation.* At the SCHOOL's expense, EMPLOYEE will cooperate with the SCHOOL to facilitate the provisions of this section of the Agreement, without limitation, through execution of assignments, execution of formal documents to support applications for intellectual property protection and providing testimony in litigation to enforce or defend the SCHOOL's intellectual property rights.

#### **K. PROPRIETARY PROPERTY**

The SCHOOL's proprietary property is the personal property of the SCHOOL and constitutes confidential trade secrets and curriculum, which comprises the substance of the SCHOOL's business. As part of the consideration for EMPLOYEE's employment and the compensation received from the SCHOOL, EMPLOYEE agrees at all times, both during or after termination of employment, except as necessary in the ordinary course of performing duties as an employee of the SCHOOL:

1. EMPLOYEE shall keep in the strictest confidence and trust all proprietary information.
2. EMPLOYEE shall not knowingly use, reproduce, disseminate, disclose, publish, or do anything related to any proprietary information or rights for any unauthorized purpose.

3. EMPLOYEE shall at all times during employment promptly advise the SCHOOL of any knowledge that employee may have of any unauthorized release or use of the SCHOOL's proprietary information.

"Proprietary Information" means information (a) that is not known by actual or potential competitors of the SCHOOL or is generally unavailable to the public, (b) that has been created, discovered, developed, or otherwise conveyed to the SCHOOL, and (c) that has material economic value or potential material economic value to the SCHOOL's present and future educational operations. "Proprietary Information" shall include trade secrets (as that term is defined under California Civil Code Section 3426.1) and all other discoveries, developments, designs, improvements, inventions, formulas, software programs, processes, techniques, know-how, data, research, techniques, technical data, and any modifications or enhancements of any of the foregoing, and all program, marketing, sales, or other financial or business information disclosed to employee by the SCHOOL.

#### **L. EVALUATION**

The SCHOOL shall evaluate and assess the performance of the EMPLOYEE in accordance with SCHOOL personnel policies, adopted evaluation procedures, and instructional expectations. Evaluation processes may include goal-setting meetings, instructional observations, coaching conversations, and/or summative evaluations as determined by the SCHOOL.

Performance may be assessed based on instructional effectiveness, professionalism, communication, reliability, collaboration, preparedness, adherence to SCHOOL policies, and fulfillment of assigned responsibilities.

#### **M. AT-WILL EMPLOYMENT**

EMPLOYEE understands that no promise of a specific term of employment has been made by the SCHOOL. All employment at the SCHOOL is at-will. Either the EMPLOYEE or the SCHOOL may terminate EMPLOYEE's employment at any time with or without cause and with or without advance notice.

EMPLOYEE may also be demoted or disciplined and the terms of his/her/their employment altered at any time, with or without cause, at the sole discretion of the SCHOOL.

No one other than the Board of the SCHOOL has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the term of this Agreement, and any such agreement must be in writing and must be signed by the Board of the SCHOOL and by the affected EMPLOYEE and must specifically state the intention to alter this "at-will" relationship.

No supervisor or representative of the SCHOOL has authority to enter into any agreement contrary to this at-will relationship except through a written agreement approved by the SCHOOL's Board.

#### **N. OUTSIDE EMPLOYMENT**

EMPLOYEE may engage in outside employment provided such employment does not interfere with the performance of duties, create a conflict of interest, or occur during scheduled work hours.

EMPLOYEE agrees to notify the SCHOOL of outside employment upon request. The SCHOOL reserves the right to address outside employment that conflicts with the EMPLOYEE's responsibilities or the SCHOOL's operations.

#### **O. NO TENURE**

During the term of this Agreement, EMPLOYEE understands that he/she/they will not acquire or accrue tenure or any employment rights with the SCHOOL.

#### **P. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE**

EMPLOYEE acknowledges and agrees to comply with all mandated reporter obligations under California law and SCHOOL policy.

## **Q. GENERAL PROVISIONS**

1. **Governing Law:** This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.
2. **Entire Agreement:** This Agreement, together with the exhibits, any documentation or information incorporated by reference and schedules hereto, constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior contemporaneous agreements or understandings, inducements or conditions, express implied, written or oral, between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the Agreement. The express terms of this Agreement control and supersede any course of performance or usage of the trade inconsistent with any of the terms of this Agreement.
3. **Modifications:** Any modifications or amendments of any of the terms and conditions of this Agreement must be expressly made by the parties hereto in writing.
4. **Severability:** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect, unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.
5. **Waiver of Breach:** The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.
6. **Assignment:** The rights and obligations of the respective parties under this Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.
7. **Attorneys' Fees:** In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, costs, expenses and disbursements incurred.

## **R. AGREEMENT TO ARBITRATE**

Any controversy, dispute or claim arising out of or relating to EMPLOYEE'S employment by the SCHOOL shall be settled through binding arbitration, pursuant to the SCHOOL'S Employer/Employee Arbitration Agreement, incorporated herein by reference (See Attached "Exhibit C").

## **S. ACCEPTANCE OF EMPLOYMENT**

By signing below, the EMPLOYEE declares as follows:

- a. I have read this Agreement and accept employment with the SCHOOL on the terms specified herein.
- b. All information I have provided to the SCHOOL related to my employment is true and accurate.
- c. I have received and reviewed the job description for this position and understand my job duties.
- d. I have received, reviewed and signed the SCHOOL Employer/Employee Arbitration Agreement.
- e. I have received and reviewed the SCHOOL calendar.
- f. I have received, reviewed and signed the Employee Handbook.
- g. I understand that employment-related disputes are subject to the SCHOOL'S Arbitration Agreement.

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

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

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

\_\_\_\_\_

Telephone: \_\_\_\_\_

SCHOOL Approval: \_\_\_\_\_

Date \_\_\_\_\_

***This Employment Agreement is subject to ratification by the Governing Board of Vibrant Minds Charter School.***

**AT-WILL EMPLOYMENT AGREEMENT**

**Between**

**VIBRANT MINDS CHARTER SCHOOL**

**and**

**LOGAN MATSUNAGA**

THIS AT-WILL EMPLOYMENT AGREEMENT (“Agreement”) is entered into by and between the Board of Directors (“Board”) of Vibrant Minds Charter School (“SCHOOL” or “EMPLOYER”), operating a California public charter school in Orange County, approved by the Anaheim Elementary School District (the “District”) and the above-named employee (“EMPLOYEE”). EMPLOYER desires to hire EMPLOYEE who will assist SCHOOL in achieving the goals and meeting the requirements of the SCHOOL Charters. The Board desires to engage the services of the EMPLOYEE for purpose of assisting SCHOOL in implementing its purposes, policies, and procedures. The parties recognize that SCHOOL is generally exempt from the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992 or elsewhere in other applicable laws or regulations.

WHEREAS, the SCHOOL and EMPLOYEE wish to enter into an at-will employment relationship under the conditions set forth herein, the parties hereby agree as follows:

**A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT**

1. The SCHOOL has been established and operates pursuant to the Charter Schools Act of 1992, California Education Code section 47600, et seq. The SCHOOL’s charter is available to you on the SCHOOL’S website and can be provided to you separately as a PDF file at your request and is incorporated by reference herein. EMPLOYEE agrees to read and become familiar with the provisions of the SCHOOL’s charter and to act always in accordance with the educational mission, policies and procedures described therein. The SCHOOL has been duly approved by the Board of Education of the District.
2. EMPLOYEE understands that the SCHOOL is a separate legal entity from the District. The District is not liable for any debts or obligations of the SCHOOL, and EMPLOYEE expressly recognizes that he/she/they is being employed by the SCHOOL and not the District.
3. Pursuant to California Education Code (“Cal. Ed. Code”) section 47610, the SCHOOL must comply with all of the provisions set forth in its charter but is otherwise generally exempt from the laws governing school districts except as specified in the California Charter Schools Act, the SCHOOL’s charter or other relevant law.
4. The SCHOOL shall be deemed the exclusive public-school employer of the employees at the SCHOOL for purposes of California Government Code section 3540.1.

EMPLOYEE is willing and qualified to provide the services referenced above. The SCHOOL has need of the EMPLOYEE’s services and therefore desires to employ the EMPLOYEE. Employment terms are governed by this Agreement and the current SCHOOL charter, handbooks, policies, procedures, rules or regulations, as adopted and amended from time to time by the SCHOOL.

**B. DUTIES**

A copy of the job description for EMPLOYEE’s position as Certificated Teacher is incorporated by reference herein (See Attached “Exhibit A”). The duties set forth in that job description may be amended from time to time at the sole discretion of the SCHOOL. EMPLOYEE agrees that he/she/they shall at all times faithfully, industriously, and to the best of their ability, perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this Agreement by the accomplishment of:

1. Fulfilling the functions enumerated in the EMPLOYEE’s job description; and
2. Such other duties for which Employee is qualified to perform as assigned by the Board or the SCHOOL as necessary in the SCHOOL’s discretion and judgment to effectuate the purposes of this Agreement. The EMPLOYEE understands that the SCHOOL may assign additional duties and responsibilities reasonably related to the position, credential authorization, instructional program, and operational needs of the SCHOOL. Assignments may include changes in grade level, subject area, committee participation, school events, supervision duties, or other responsibilities necessary to support SCHOOL operations and student success. In addition, the EMPLOYEE shall attend all parent/teacher conferences, special education meetings at which the EMPLOYEE’s attendance is required or requested, any planned SCHOOL events, including any events in the morning prior to the beginning of the work day, in the evening after the work day has concluded or over the weekend and any and all training, professional development and/or planning sessions before or during the school year; and
3. Instructional staff may be required to submit lesson plans, instructional planning documents, pacing guides, assessment data, or other instructional materials in accordance with SCHOOL instructional systems and leadership expectations.
4. The EMPLOYEE will perform such duties as the SCHOOL may reasonably assign and will abide by all the SCHOOL’s policies and procedures as adopted and amended from time to time, including those policies and procedures set forth in the SCHOOL’s current Employee Handbook, incorporated herein by reference (See Attached “Exhibit B”), which may be amended from time to time at the sole discretion of the SCHOOL; and
5. EMPLOYEE will not render services in person or by electronic means, paid or otherwise for any other entity during contracted work hours with the SCHOOL; and
6. EMPLOYEE will conduct themselves in a respectful and responsible manner as a representative of the SCHOOL both on and off campus. EMPLOYEE will refrain from engaging in any inappropriate behavior, including but not limited to sexual relations, while on SCHOOL property. EMPLOYEE agrees to perform all duties in a professional manner and to comply with all SCHOOL policies regarding professional conduct, including maintaining appropriate professional boundaries with students at all times.
7. EMPLOYEE acknowledges that he/she/they are a mandated reporter under California law and agrees to comply with all required reporting obligations, including the duty to personally report suspected child abuse or neglect. EMPLOYEE further agrees to complete all required mandated reporter and child abuse prevention trainings.

**C. PROFESSIONAL EXPECTATIONS**

EMPLOYEE is expected to demonstrate professionalism through effective communication, reliability, preparedness, collaboration, adherence to SCHOOL policies, and timely completion of assigned responsibilities. EMPLOYEE is expected to maintain respectful and constructive interactions with colleagues, students, and families and contribute positively to a professional and student-centered work environment.

**D. COMPENSATION**

The SCHOOL will pay the EMPLOYEE a salary commensurate with the approved gross salary as specified herein. Compensation earned will be paid to EMPLOYEE on EMPLOYER’s regular paydays, subject to legally required withholdings and deductions and such other withholdings and deductions authorized by EMPLOYEE. If the EMPLOYEE fails to complete the Term of this Agreement for any reason whatsoever, EMPLOYEE is entitled to be paid the annual salary prorated to the amount of work actually performed.

EMPLOYEE shall receive an annual gross salary of \$70,055.00.

The pay/salary schedule may be augmented with the inclusion of a portion or all of COLA, depending upon the amount.

Employee benefits, including leave entitlements, shall be governed by the SCHOOL’s Employee Handbook and

applicable law.

**E. BENEFITS**

Certificated positions at SCHOOL designated as full-time will be entitled to participate in designated employee benefit programs and plans established by the SCHOOL from time to time for the benefit of its employees. This includes payments to the State Employees Retirement System (STRS) or other retirement benefit programs, health insurance, dental care insurance, and vision insurance (subject to program and eligibility requirements). This position does include these benefits.

EMPLOYEE will have no rights or entitlement under any District policy or procedure unless that policy or procedure has been adopted by EMPLOYER and specifically made applicable to EMPLOYEE by EMPLOYER. Notwithstanding the foregoing, EMPLOYEE will be covered by all applicable federal and state employment laws including those prohibiting discrimination or harassment in the workplace.

**F. EMPLOYEE HANDBOOK AND POLICIES**

Employee agrees to abide by all policies and procedures of the SCHOOL, including those set forth in the Employee Handbook, as may be amended from time to time.

The Employee Handbook does not create a contract of employment and may be modified at the sole discretion of the SCHOOL.

The SCHOOL reserves the right to interpret and apply its policies in compliance with applicable law.

**G. TRAINING REQUIREMENTS**

EMPLOYEE agrees to complete all required trainings within timelines established by the SCHOOL, including mandated reporter training, child abuse prevention training, safety training, and other compliance-related trainings.

**H. QUALIFICATIONS**

EMPLOYEE understands that employment is contingent upon verification and maintenance of applicable licensure, credentials (compliant with ESSA, as applicable) and other legally required qualifications, including but not limited to fingerprint clearance from the California Department of Justice, employment verification pursuant to AB 2534, reference check, and tuberculosis screening or testing, where required. EMPLOYEE has a continuing duty to report any arrests or criminal charges to SCHOOL within one (1) business day.

EMPLOYEE understands that employment is contingent upon EMPLOYEE obtaining a valid teaching credential at the EMPLOYEE's own expense unless otherwise agreed to in writing. EMPLOYEE understands EMPLOYEE is solely responsible for obtaining the required training, education and obtaining and filing with the proper entities the required documentation necessary to obtain and maintain a valid California teaching credential. This Agreement may be terminated at any time if EMPLOYEE fails to maintain a valid teaching credential (general education certificated assignment) or fails to obtain a valid teaching credential prior to the start of employment.

**I. WORK SCHEDULE**

The current SCHOOL calendar is incorporated by reference herein. The school year officially begins July 1, 2026, and concludes June 30, 2027. This may differ from an EMPLOYEE'S official start date, which may vary from year-to-year. An EMPLOYEE may be called upon to work prior to his/her/their official start date or after his/her/their official end date within the school year

Subject to earlier termination as an At-Will Employee and as provided in this Agreement, EMPLOYEE agrees to begin working on or about August 3, 2026, as specified in the SCHOOL calendar. Unless terminated earlier, this Agreement shall terminate automatically at midnight on the final day of the SCHOOL year as specified in the SCHOOL calendar, but no later than June 30, 2027. EMPLOYEE's day-to-day work schedule shall be consistent with the SCHOOL's schedule. Nothing in this paragraph or the employee's day-to-day work schedule shall alter EMPLOYEE's At-Will employee status.

EMPLOYEE understands that the one hundred ninety-one (191) workdays during a school year include paid professional development days and other required workdays, as specified in the SCHOOL calendar. EMPLOYEE may be required to work days prior to the start of student instruction and following the end of the instructional year, as indicated on the SCHOOL calendar, to fulfill all obligations of this Agreement.

Newly hired employees may be required to attend up to five (5) additional professional development and onboarding days prior to the start of the instructional year, for a total of up to one hundred ninety-six (196) contracted workdays.

As a minimum performance requirement, the work schedule for the EMPLOYEE shall be Monday through Friday, during regular school hours (approximately 8:00 a.m. through 3:30 p.m., with the exception of one day per week from 8:00 a.m. through 4:15 p.m. due to the Teacher Think Tank Sessions). Employees are expected to fulfill professional responsibilities associated with the position, which may periodically require attendance at meetings, conferences, professional development, school events, family engagement activities, or other assigned duties occurring outside the regular instructional day. Due to the professional responsibilities associated with this exempt position, actual work hours may periodically extend beyond the regular instructional day. As this position is exempt from overtime, additional duties of the EMPLOYEE may need to be performed outside of the daily work schedule. These additional duties include but are not limited to: Parent/Teacher Conferences, Community Events, Field Trips, Dances, and Student Events. Additional duties may take place on weekends and/or mornings and evenings, before/after the conclusion of the minimum work schedule hours noted above herein.

Employee understands that as a salaried exempt professional, duties may extend beyond the regular instructional day as necessary to fulfill the responsibilities of the position.

#### **J. INTELLECTUAL PROPERTY**

1. *Ownership.* All intellectual property developed by the SCHOOL or developed by EMPLOYEE while employed by SCHOOL under this Contract will be owned by the SCHOOL including, without limitation, works of authorship (e.g., writings, graphic designs and computer programs); inventions (whether tangible or intangible); and, trademarks. However, the following intellectual property is *excluded* from ownership by the SCHOOL under this Contract, absent further agreement with EMPLOYEE:
  - a. That which is developed without use of equipment, supplies, facilities or trade secret information of the SCHOOL, and EMPLOYEE can demonstrate was created in its entirety entirely on EMPLOYEE's own time, which also (a) does not relate (1) to the business of the SCHOOL; (2) to the SCHOOL's actual or demonstrably anticipated research or development; or (b) which does not result from work performed by EMPLOYEE for the SCHOOL. (See California Labor Code Section 2870).
2. *Protection.* The SCHOOL may, at its sole discretion and at its own expense, choose to seek, obtain, maintain, enforce, or forego any form of protection for intellectual property owned by it under this Agreement.
3. *Cooperation.* At the SCHOOL's expense, EMPLOYEE will cooperate with the SCHOOL to facilitate the provisions of this section of the Agreement, without limitation, through execution of assignments, execution of formal documents to support applications for intellectual property protection and providing testimony in litigation to enforce or defend the SCHOOL's intellectual property rights.

#### **K. PROPRIETARY PROPERTY**

The SCHOOL's proprietary property is the personal property of the SCHOOL and constitutes confidential trade secrets and curriculum, which comprises the substance of the SCHOOL's business. As part of the consideration for EMPLOYEE's employment and the compensation received from the SCHOOL, EMPLOYEE agrees at all times, both during or after termination of employment, except as necessary in the ordinary course of performing duties as an employee of the SCHOOL:

1. EMPLOYEE shall keep in the strictest confidence and trust all proprietary information.
2. EMPLOYEE shall not knowingly use, reproduce, disseminate, disclose, publish, or do anything related to any proprietary information or rights for any unauthorized purpose.

3. EMPLOYEE shall at all times during employment promptly advise the SCHOOL of any knowledge that employee may have of any unauthorized release or use of the SCHOOL's proprietary information.

"Proprietary Information" means information (a) that is not known by actual or potential competitors of the SCHOOL or is generally unavailable to the public, (b) that has been created, discovered, developed, or otherwise conveyed to the SCHOOL, and (c) that has material economic value or potential material economic value to the SCHOOL's present and future educational operations. "Proprietary Information" shall include trade secrets (as that term is defined under California Civil Code Section 3426.1) and all other discoveries, developments, designs, improvements, inventions, formulas, software programs, processes, techniques, know-how, data, research, techniques, technical data, and any modifications or enhancements of any of the foregoing, and all program, marketing, sales, or other financial or business information disclosed to employee by the SCHOOL.

**L. EVALUATION**

The SCHOOL shall evaluate and assess the performance of the EMPLOYEE in accordance with SCHOOL personnel policies, adopted evaluation procedures, and instructional expectations. Evaluation processes may include goal-setting meetings, instructional observations, coaching conversations, and/or summative evaluations as determined by the SCHOOL.

Performance may be assessed based on instructional effectiveness, professionalism, communication, reliability, collaboration, preparedness, adherence to SCHOOL policies, and fulfillment of assigned responsibilities.

**M. AT-WILL EMPLOYMENT**

EMPLOYEE understands that no promise of a specific term of employment has been made by the SCHOOL. All employment at the SCHOOL is at-will. Either the EMPLOYEE or the SCHOOL may terminate EMPLOYEE's employment at any time with or without cause and with or without advance notice.

EMPLOYEE may also be demoted or disciplined and the terms of his/her/their employment altered at any time, with or without cause, at the sole discretion of the SCHOOL.

No one other than the Board of the SCHOOL has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the term of this Agreement, and any such agreement must be in writing and must be signed by the Board of the SCHOOL and by the affected EMPLOYEE and must specifically state the intention to alter this "at-will" relationship.

No supervisor or representative of the SCHOOL has authority to enter into any agreement contrary to this at-will relationship except through a written agreement approved by the SCHOOL's Board.

**N. OUTSIDE EMPLOYMENT**

EMPLOYEE may engage in outside employment provided such employment does not interfere with the performance of duties, create a conflict of interest, or occur during scheduled work hours.

EMPLOYEE agrees to notify the SCHOOL of outside employment upon request. The SCHOOL reserves the right to address outside employment that conflicts with the EMPLOYEE's responsibilities or the SCHOOL's operations.

**O. NO TENURE**

During the term of this Agreement, EMPLOYEE understands that he/she/they will not acquire or accrue tenure or any employment rights with the SCHOOL.

**P. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE**

EMPLOYEE acknowledges and agrees to comply with all mandated reporter obligations under California law and SCHOOL policy.

## **Q. GENERAL PROVISIONS**

1. **Governing Law:** This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.
2. **Entire Agreement:** This Agreement, together with the exhibits, any documentation or information incorporated by reference and schedules hereto, constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior contemporaneous agreements or understandings, inducements or conditions, express implied, written or oral, between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the Agreement. The express terms of this Agreement control and supersede any course of performance or usage of the trade inconsistent with any of the terms of this Agreement.
3. **Modifications:** Any modifications or amendments of any of the terms and conditions of this Agreement must be expressly made by the parties hereto in writing.
4. **Severability:** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect, unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.
5. **Waiver of Breach:** The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.
6. **Assignment:** The rights and obligations of the respective parties under this Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.
7. **Attorneys' Fees:** In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, costs, expenses and disbursements incurred.

## **R. AGREEMENT TO ARBITRATE**

Any controversy, dispute or claim arising out of or relating to EMPLOYEE'S employment by the SCHOOL shall be settled through binding arbitration, pursuant to the SCHOOL'S Employer/Employee Arbitration Agreement, incorporated herein by reference (See Attached "Exhibit C").

## **S. ACCEPTANCE OF EMPLOYMENT**

By signing below, the EMPLOYEE declares as follows:

- a. I have read this Agreement and accept employment with the SCHOOL on the terms specified herein.
- b. All information I have provided to the SCHOOL related to my employment is true and accurate.
- c. I have received and reviewed the job description for this position and understand my job duties.
- d. I have received, reviewed and signed the SCHOOL Employer/Employee Arbitration Agreement.
- e. I have received and reviewed the SCHOOL calendar.
- f. I have received, reviewed and signed the Employee Handbook.
- g. I understand that employment-related disputes are subject to the SCHOOL's Arbitration Agreement.

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

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

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

\_\_\_\_\_

Telephone: \_\_\_\_\_

SCHOOL Approval: \_\_\_\_\_

Date \_\_\_\_\_

***This Employment Agreement is subject to ratification by the Governing Board of Vibrant Minds Charter School.***

**AT-WILL EMPLOYMENT AGREEMENT**

**Between**

**VIBRANT MINDS CHARTER SCHOOL**

**and**

**LARISSA MINO**

THIS AT-WILL EMPLOYMENT AGREEMENT (“Agreement”) is entered into by and between the Board of Directors (“Board”) of Vibrant Minds Charter School (“SCHOOL” or “EMPLOYER”), operating a California public charter school in Orange County, approved by the Anaheim Elementary School District (the “District”) and the above-named employee (“EMPLOYEE”). EMPLOYER desires to hire EMPLOYEE who will assist SCHOOL in achieving the goals and meeting the requirements of the SCHOOL Charters. The Board desires to engage the services of the EMPLOYEE for purpose of assisting SCHOOL in implementing its purposes, policies, and procedures. The parties recognize that SCHOOL is generally exempt from the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992 or elsewhere in other applicable laws or regulations.

WHEREAS, the SCHOOL and EMPLOYEE wish to enter into an at-will employment relationship under the conditions set forth herein, the parties hereby agree as follows:

**A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT**

1. The SCHOOL has been established and operates pursuant to the Charter Schools Act of 1992, California Education Code section 47600, et seq. The SCHOOL’s charter is available to you on the SCHOOL’S website and can be provided to you separately as a PDF file at your request and is incorporated by reference herein. EMPLOYEE agrees to read and become familiar with the provisions of the SCHOOL’s charter and to act always in accordance with the educational mission, policies and procedures described therein. The SCHOOL has been duly approved by the Board of Education of the District.
2. EMPLOYEE understands that the SCHOOL is a separate legal entity from the District. The District is not liable for any debts or obligations of the SCHOOL, and EMPLOYEE expressly recognizes that he/she/they is being employed by the SCHOOL and not the District.
3. Pursuant to California Education Code (“Cal. Ed. Code”) section 47610, the SCHOOL must comply with all of the provisions set forth in its charter but is otherwise generally exempt from the laws governing school districts except as specified in the California Charter Schools Act, the SCHOOL’s charter or other relevant law.
4. The SCHOOL shall be deemed the exclusive public-school employer of the employees at the SCHOOL for purposes of California Government Code section 3540.1.

EMPLOYEE is willing and qualified to provide the services referenced above. The SCHOOL has need of the EMPLOYEE’s services and therefore desires to employ the EMPLOYEE. Employment terms are governed by this Agreement and the current SCHOOL charter, handbooks, policies, procedures, rules or regulations, as adopted and amended from time to time by the SCHOOL.

**B. DUTIES**

A copy of the job description for EMPLOYEE’s position as Certificated Teacher is incorporated by reference herein (See Attached “Exhibit A”). The duties set forth in that job description may be amended from time to time at the sole discretion of the SCHOOL. EMPLOYEE agrees that he/she/they shall at all times faithfully, industriously, and to the best of their ability, perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this Agreement by the accomplishment of:

1. Fulfilling the functions enumerated in the EMPLOYEE’s job description; and
2. Such other duties for which Employee is qualified to perform as assigned by the Board or the SCHOOL as necessary in the SCHOOL’s discretion and judgment to effectuate the purposes of this Agreement. The EMPLOYEE understands that the SCHOOL may assign additional duties and responsibilities reasonably related to the position, credential authorization, instructional program, and operational needs of the SCHOOL. Assignments may include changes in grade level, subject area, committee participation, school events, supervision duties, or other responsibilities necessary to support SCHOOL operations and student success. In addition, the EMPLOYEE shall attend all parent/teacher conferences, special education meetings at which the EMPLOYEE’s attendance is required or requested, any planned SCHOOL events, including any events in the morning prior to the beginning of the work day, in the evening after the work day has concluded or over the weekend and any and all training, professional development and/or planning sessions before or during the school year; and
3. Instructional staff may be required to submit lesson plans, instructional planning documents, pacing guides, assessment data, or other instructional materials in accordance with SCHOOL instructional systems and leadership expectations.
4. The EMPLOYEE will perform such duties as the SCHOOL may reasonably assign and will abide by all the SCHOOL’s policies and procedures as adopted and amended from time to time, including those policies and procedures set forth in the SCHOOL’s current Employee Handbook, incorporated herein by reference (See Attached “Exhibit B”), which may be amended from time to time at the sole discretion of the SCHOOL; and
5. EMPLOYEE will not render services in person or by electronic means, paid or otherwise for any other entity during contracted work hours with the SCHOOL; and
6. EMPLOYEE will conduct themselves in a respectful and responsible manner as a representative of the SCHOOL both on and off campus. EMPLOYEE will refrain from engaging in any inappropriate behavior, including but not limited to sexual relations, while on SCHOOL property. EMPLOYEE agrees to perform all duties in a professional manner and to comply with all SCHOOL policies regarding professional conduct, including maintaining appropriate professional boundaries with students at all times.
7. EMPLOYEE acknowledges that he/she/they are a mandated reporter under California law and agrees to comply with all required reporting obligations, including the duty to personally report suspected child abuse or neglect. EMPLOYEE further agrees to complete all required mandated reporter and child abuse prevention trainings.

**C. PROFESSIONAL EXPECTATIONS**

EMPLOYEE is expected to demonstrate professionalism through effective communication, reliability, preparedness, collaboration, adherence to SCHOOL policies, and timely completion of assigned responsibilities. EMPLOYEE is expected to maintain respectful and constructive interactions with colleagues, students, and families and contribute positively to a professional and student-centered work environment.

**D. COMPENSATION**

The SCHOOL will pay the EMPLOYEE a salary commensurate with the approved gross salary as specified herein. Compensation earned will be paid to EMPLOYEE on EMPLOYER’s regular paydays, subject to legally required withholdings and deductions and such other withholdings and deductions authorized by EMPLOYEE. If the EMPLOYEE fails to complete the Term of this Agreement for any reason whatsoever, EMPLOYEE is entitled to be paid the annual salary prorated to the amount of work actually performed.

EMPLOYEE shall receive an annual gross salary of \$73,256.00.

The pay/salary schedule may be augmented with the inclusion of a portion or all of COLA, depending upon the amount.

Employee benefits, including leave entitlements, shall be governed by the SCHOOL’s Employee Handbook and

applicable law.

**E. BENEFITS**

Certificated positions at SCHOOL designated as full-time will be entitled to participate in designated employee benefit programs and plans established by the SCHOOL from time to time for the benefit of its employees. This includes payments to the State Employees Retirement System (STRS) or other retirement benefit programs, health insurance, dental care insurance, and vision insurance (subject to program and eligibility requirements). This position does include these benefits.

EMPLOYEE will have no rights or entitlement under any District policy or procedure unless that policy or procedure has been adopted by EMPLOYER and specifically made applicable to EMPLOYEE by EMPLOYER. Notwithstanding the foregoing, EMPLOYEE will be covered by all applicable federal and state employment laws including those prohibiting discrimination or harassment in the workplace.

**F. EMPLOYEE HANDBOOK AND POLICIES**

Employee agrees to abide by all policies and procedures of the SCHOOL, including those set forth in the Employee Handbook, as may be amended from time to time.

The Employee Handbook does not create a contract of employment and may be modified at the sole discretion of the SCHOOL.

The SCHOOL reserves the right to interpret and apply its policies in compliance with applicable law.

**G. TRAINING REQUIREMENTS**

EMPLOYEE agrees to complete all required trainings within timelines established by the SCHOOL, including mandated reporter training, child abuse prevention training, safety training, and other compliance-related trainings.

**H. QUALIFICATIONS**

EMPLOYEE understands that employment is contingent upon verification and maintenance of applicable licensure, credentials (compliant with ESSA, as applicable) and other legally required qualifications, including but not limited to fingerprint clearance from the California Department of Justice, employment verification pursuant to AB 2534, reference check, and tuberculosis screening or testing, where required. EMPLOYEE has a continuing duty to report any arrests or criminal charges to SCHOOL within one (1) business day.

EMPLOYEE understands that employment is contingent upon EMPLOYEE obtaining a valid teaching credential at the EMPLOYEE's own expense unless otherwise agreed to in writing. EMPLOYEE understands EMPLOYEE is solely responsible for obtaining the required training, education and obtaining and filing with the proper entities the required documentation necessary to obtain and maintain a valid California teaching credential. This Agreement may be terminated at any time if EMPLOYEE fails to maintain a valid teaching credential (general education certificated assignment) or fails to obtain a valid teaching credential prior to the start of employment.

**I. WORK SCHEDULE**

The current SCHOOL calendar is incorporated by reference herein. The school year officially begins July 1, 2026, and concludes June 30, 2027. This may differ from an EMPLOYEE'S official start date, which may vary from year-to-year. An EMPLOYEE may be called upon to work prior to his/her/their official start date or after his/her/their official end date within the school year

Subject to earlier termination as an At-Will Employee and as provided in this Agreement, EMPLOYEE agrees to begin working on or about August 3, 2026, as specified in the SCHOOL calendar. Unless terminated earlier, this Agreement shall terminate automatically at midnight on the final day of the SCHOOL year as specified in the SCHOOL calendar, but no later than June 30, 2027. EMPLOYEE's day-to-day work schedule shall be consistent with the SCHOOL's schedule. Nothing in this paragraph or the employee's day-to-day work schedule shall alter EMPLOYEE's At-Will employee status.

EMPLOYEE understands that the one hundred ninety-one (191) workdays during a school year include paid professional development days and other required workdays, as specified in the SCHOOL calendar. EMPLOYEE may be required to work days prior to the start of student instruction and following the end of the instructional year, as indicated on the SCHOOL calendar, to fulfill all obligations of this Agreement.

Newly hired employees may be required to attend up to five (5) additional professional development and onboarding days prior to the start of the instructional year, for a total of up to one hundred ninety-six (196) contracted workdays.

As a minimum performance requirement, the work schedule for the EMPLOYEE shall be Monday through Friday, during regular school hours (approximately 8:00 a.m. through 3:30 p.m., with the exception of one day per week from 8:00 a.m. through 4:15 p.m. due to the Teacher Think Tank Sessions). Employees are expected to fulfill professional responsibilities associated with the position, which may periodically require attendance at meetings, conferences, professional development, school events, family engagement activities, or other assigned duties occurring outside the regular instructional day. Due to the professional responsibilities associated with this exempt position, actual work hours may periodically extend beyond the regular instructional day. As this position is exempt from overtime, additional duties of the EMPLOYEE may need to be performed outside of the daily work schedule. These additional duties include but are not limited to: Parent/Teacher Conferences, Community Events, Field Trips, Dances, and Student Events. Additional duties may take place on weekends and/or mornings and evenings, before/after the conclusion of the minimum work schedule hours noted above herein.

Employee understands that as a salaried exempt professional, duties may extend beyond the regular instructional day as necessary to fulfill the responsibilities of the position.

#### **J. INTELLECTUAL PROPERTY**

1. *Ownership.* All intellectual property developed by the SCHOOL or developed by EMPLOYEE while employed by SCHOOL under this Contract will be owned by the SCHOOL including, without limitation, works of authorship (e.g., writings, graphic designs and computer programs); inventions (whether tangible or intangible); and, trademarks. However, the following intellectual property is *excluded* from ownership by the SCHOOL under this Contract, absent further agreement with EMPLOYEE:
  - a. That which is developed without use of equipment, supplies, facilities or trade secret information of the SCHOOL, and EMPLOYEE can demonstrate was created in its entirety entirely on EMPLOYEE's own time, which also (a) does not relate (1) to the business of the SCHOOL; (2) to the SCHOOL's actual or demonstrably anticipated research or development; or (b) which does not result from work performed by EMPLOYEE for the SCHOOL. (See California Labor Code Section 2870).
2. *Protection.* The SCHOOL may, at its sole discretion and at its own expense, choose to seek, obtain, maintain, enforce, or forego any form of protection for intellectual property owned by it under this Agreement.
3. *Cooperation.* At the SCHOOL's expense, EMPLOYEE will cooperate with the SCHOOL to facilitate the provisions of this section of the Agreement, without limitation, through execution of assignments, execution of formal documents to support applications for intellectual property protection and providing testimony in litigation to enforce or defend the SCHOOL's intellectual property rights.

#### **K. PROPRIETARY PROPERTY**

The SCHOOL's proprietary property is the personal property of the SCHOOL and constitutes confidential trade secrets and curriculum, which comprises the substance of the SCHOOL's business. As part of the consideration for EMPLOYEE's employment and the compensation received from the SCHOOL, EMPLOYEE agrees at all times, both during or after termination of employment, except as necessary in the ordinary course of performing duties as an employee of the SCHOOL:

1. EMPLOYEE shall keep in the strictest confidence and trust all proprietary information.
2. EMPLOYEE shall not knowingly use, reproduce, disseminate, disclose, publish, or do anything related to any proprietary information or rights for any unauthorized purpose.

3. EMPLOYEE shall at all times during employment promptly advise the SCHOOL of any knowledge that employee may have of any unauthorized release or use of the SCHOOL's proprietary information.

"Proprietary Information" means information (a) that is not known by actual or potential competitors of the SCHOOL or is generally unavailable to the public, (b) that has been created, discovered, developed, or otherwise conveyed to the SCHOOL, and (c) that has material economic value or potential material economic value to the SCHOOL's present and future educational operations. "Proprietary Information" shall include trade secrets (as that term is defined under California Civil Code Section 3426.1) and all other discoveries, developments, designs, improvements, inventions, formulas, software programs, processes, techniques, know-how, data, research, techniques, technical data, and any modifications or enhancements of any of the foregoing, and all program, marketing, sales, or other financial or business information disclosed to employee by the SCHOOL.

**L. EVALUATION**

The SCHOOL shall evaluate and assess the performance of the EMPLOYEE in accordance with SCHOOL personnel policies, adopted evaluation procedures, and instructional expectations. Evaluation processes may include goal-setting meetings, instructional observations, coaching conversations, and/or summative evaluations as determined by the SCHOOL.

Performance may be assessed based on instructional effectiveness, professionalism, communication, reliability, collaboration, preparedness, adherence to SCHOOL policies, and fulfillment of assigned responsibilities.

**M. AT-WILL EMPLOYMENT**

EMPLOYEE understands that no promise of a specific term of employment has been made by the SCHOOL. All employment at the SCHOOL is at-will. Either the EMPLOYEE or the SCHOOL may terminate EMPLOYEE's employment at any time with or without cause and with or without advance notice.

EMPLOYEE may also be demoted or disciplined and the terms of his/her/their employment altered at any time, with or without cause, at the sole discretion of the SCHOOL.

No one other than the Board of the SCHOOL has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the term of this Agreement, and any such agreement must be in writing and must be signed by the Board of the SCHOOL and by the affected EMPLOYEE and must specifically state the intention to alter this "at-will" relationship.

No supervisor or representative of the SCHOOL has authority to enter into any agreement contrary to this at-will relationship except through a written agreement approved by the SCHOOL's Board.

**N. OUTSIDE EMPLOYMENT**

EMPLOYEE may engage in outside employment provided such employment does not interfere with the performance of duties, create a conflict of interest, or occur during scheduled work hours.

EMPLOYEE agrees to notify the SCHOOL of outside employment upon request. The SCHOOL reserves the right to address outside employment that conflicts with the EMPLOYEE's responsibilities or the SCHOOL's operations.

**O. NO TENURE**

During the term of this Agreement, EMPLOYEE understands that he/she/they will not acquire or accrue tenure or any employment rights with the SCHOOL.

**P. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE**

EMPLOYEE acknowledges and agrees to comply with all mandated reporter obligations under California law and SCHOOL policy.

## **Q. GENERAL PROVISIONS**

1. **Governing Law:** This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.
2. **Entire Agreement:** This Agreement, together with the exhibits, any documentation or information incorporated by reference and schedules hereto, constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior contemporaneous agreements or understandings, inducements or conditions, express implied, written or oral, between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the Agreement. The express terms of this Agreement control and supersede any course of performance or usage of the trade inconsistent with any of the terms of this Agreement.
3. **Modifications:** Any modifications or amendments of any of the terms and conditions of this Agreement must be expressly made by the parties hereto in writing.
4. **Severability:** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect, unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.
5. **Waiver of Breach:** The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.
6. **Assignment:** The rights and obligations of the respective parties under this Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.
7. **Attorneys' Fees:** In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, costs, expenses and disbursements incurred.

## **R. AGREEMENT TO ARBITRATE**

Any controversy, dispute or claim arising out of or relating to EMPLOYEE'S employment by the SCHOOL shall be settled through binding arbitration, pursuant to the SCHOOL'S Employer/Employee Arbitration Agreement, incorporated herein by reference (See Attached "Exhibit C").

## **S. ACCEPTANCE OF EMPLOYMENT**

By signing below, the EMPLOYEE declares as follows:

- a. I have read this Agreement and accept employment with the SCHOOL on the terms specified herein.
- b. All information I have provided to the SCHOOL related to my employment is true and accurate.
- c. I have received and reviewed the job description for this position and understand my job duties.
- d. I have received, reviewed and signed the SCHOOL Employer/Employee Arbitration Agreement.
- e. I have received and reviewed the SCHOOL calendar.
- f. I have received, reviewed and signed the Employee Handbook.
- g. I understand that employment-related disputes are subject to the SCHOOL's Arbitration Agreement.

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

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

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

\_\_\_\_\_

Telephone: \_\_\_\_\_

SCHOOL Approval: \_\_\_\_\_

Date \_\_\_\_\_

***This Employment Agreement is subject to ratification by the Governing Board of Vibrant Minds Charter School.***

**AT-WILL EMPLOYMENT AGREEMENT**

**Between**

**VIBRANT MINDS CHARTER SCHOOL**

**and**

**MICHAEL HIGGINS**

THIS AT-WILL EMPLOYMENT AGREEMENT (“Agreement”) is entered into by and between the Board of Directors (“Board”) of Vibrant Minds Charter School (“SCHOOL” or “EMPLOYER”), operating a California public charter school in Orange County, approved by the Anaheim Elementary School District (the “District”) and the above-named employee (“EMPLOYEE”). EMPLOYER desires to hire EMPLOYEE who will assist SCHOOL in achieving the goals and meeting the requirements of the SCHOOL Charters. The Board desires to engage the services of the EMPLOYEE for purpose of assisting SCHOOL in implementing its purposes, policies, and procedures. The parties recognize that SCHOOL is generally exempt from the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992 or elsewhere in other applicable laws or regulations.

WHEREAS, the SCHOOL and EMPLOYEE wish to enter into an at-will employment relationship under the conditions set forth herein, the parties hereby agree as follows:

**A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT**

1. The SCHOOL has been established and operates pursuant to the Charter Schools Act of 1992, California Education Code section 47600, et seq. The SCHOOL’s charter is available to you on the SCHOOL’S website and can be provided to you separately as a PDF file at your request and is incorporated by reference herein. EMPLOYEE agrees to read and become familiar with the provisions of the SCHOOL’s charter and to act always in accordance with the educational mission, policies and procedures described therein. The SCHOOL has been duly approved by the Board of Education of the District.
2. EMPLOYEE understands that the SCHOOL is a separate legal entity from the District. The District is not liable for any debts or obligations of the SCHOOL, and EMPLOYEE expressly recognizes that he/she/they is being employed by the SCHOOL and not the District.
3. Pursuant to California Education Code (“Cal. Ed. Code”) section 47610, the SCHOOL must comply with all of the provisions set forth in its charter but is otherwise generally exempt from the laws governing school districts except as specified in the California Charter Schools Act, the SCHOOL’s charter or other relevant law.
4. The SCHOOL shall be deemed the exclusive public-school employer of the employees at the SCHOOL for purposes of California Government Code section 3540.1.

EMPLOYEE is willing and qualified to provide the services referenced above. The SCHOOL has need of the EMPLOYEE’s services and therefore desires to employ the EMPLOYEE. Employment terms are governed by this Agreement and the current SCHOOL charter, handbooks, policies, procedures, rules or regulations, as adopted and amended from time to time by the SCHOOL.

**B. DUTIES**

A copy of the job description for EMPLOYEE’s position as Certificated Teacher is incorporated by reference herein (See Attached “Exhibit A”). The duties set forth in that job description may be amended from time to time at the sole discretion of the SCHOOL. EMPLOYEE agrees that he/she/they shall at all times faithfully, industriously, and to the best of their ability, perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this Agreement by the accomplishment of:

1. Fulfilling the functions enumerated in the EMPLOYEE's job description; and
2. Such other duties for which Employee is qualified to perform as assigned by the Board or the SCHOOL as necessary in the SCHOOL's discretion and judgment to effectuate the purposes of this Agreement. The EMPLOYEE understands that the SCHOOL may assign additional duties and responsibilities reasonably related to the position, credential authorization, instructional program, and operational needs of the SCHOOL. Assignments may include changes in grade level, subject area, committee participation, school events, supervision duties, or other responsibilities necessary to support SCHOOL operations and student success. In addition, the EMPLOYEE shall attend all parent/teacher conferences, special education meetings at which the EMPLOYEE's attendance is required or requested, any planned SCHOOL events, including any events in the morning prior to the beginning of the work day, in the evening after the work day has concluded or over the weekend and any and all training, professional development and/or planning sessions before or during the school year; and
3. Instructional staff may be required to submit lesson plans, instructional planning documents, pacing guides, assessment data, or other instructional materials in accordance with SCHOOL instructional systems and leadership expectations.
4. The EMPLOYEE will perform such duties as the SCHOOL may reasonably assign and will abide by all the SCHOOL's policies and procedures as adopted and amended from time to time, including those policies and procedures set forth in the SCHOOL's current Employee Handbook, incorporated herein by reference (See Attached "Exhibit B"), which may be amended from time to time at the sole discretion of the SCHOOL; and
5. EMPLOYEE will not render services in person or by electronic means, paid or otherwise for any other entity during contracted work hours with the SCHOOL; and
6. EMPLOYEE will conduct themselves in a respectful and responsible manner as a representative of the SCHOOL both on and off campus. EMPLOYEE will refrain from engaging in any inappropriate behavior, including but not limited to sexual relations, while on SCHOOL property. EMPLOYEE agrees to perform all duties in a professional manner and to comply with all SCHOOL policies regarding professional conduct, including maintaining appropriate professional boundaries with students at all times.
7. EMPLOYEE acknowledges that he/she/they are a mandated reporter under California law and agrees to comply with all required reporting obligations, including the duty to personally report suspected child abuse or neglect. EMPLOYEE further agrees to complete all required mandated reporter and child abuse prevention trainings.

**C. PROFESSIONAL EXPECTATIONS**

EMPLOYEE is expected to demonstrate professionalism through effective communication, reliability, preparedness, collaboration, adherence to SCHOOL policies, and timely completion of assigned responsibilities. EMPLOYEE is expected to maintain respectful and constructive interactions with colleagues, students, and families and contribute positively to a professional and student-centered work environment.

**D. COMPENSATION**

The SCHOOL will pay the EMPLOYEE a salary commensurate with the approved gross salary as specified herein. Compensation earned will be paid to EMPLOYEE on EMPLOYER's regular paydays, subject to legally required withholdings and deductions and such other withholdings and deductions authorized by EMPLOYEE. If the EMPLOYEE fails to complete the Term of this Agreement for any reason whatsoever, EMPLOYEE is entitled to be paid the annual salary prorated to the amount of work actually performed.

EMPLOYEE shall receive an annual gross salary of \$71,106.00.

The pay/salary schedule may be augmented with the inclusion of a portion or all of COLA, depending upon the amount.

Employee benefits, including leave entitlements, shall be governed by the SCHOOL's Employee Handbook and

applicable law.

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EMPLOYEE will have no rights or entitlement under any District policy or procedure unless that policy or procedure has been adopted by EMPLOYER and specifically made applicable to EMPLOYEE by EMPLOYER. Notwithstanding the foregoing, EMPLOYEE will be covered by all applicable federal and state employment laws including those prohibiting discrimination or harassment in the workplace.

**F. EMPLOYEE HANDBOOK AND POLICIES**

Employee agrees to abide by all policies and procedures of the SCHOOL, including those set forth in the Employee Handbook, as may be amended from time to time.

The Employee Handbook does not create a contract of employment and may be modified at the sole discretion of the SCHOOL.

The SCHOOL reserves the right to interpret and apply its policies in compliance with applicable law.

**G. TRAINING REQUIREMENTS**

EMPLOYEE agrees to complete all required trainings within timelines established by the SCHOOL, including mandated reporter training, child abuse prevention training, safety training, and other compliance-related trainings.

**H. QUALIFICATIONS**

EMPLOYEE understands that employment is contingent upon verification and maintenance of applicable licensure, credentials (compliant with ESSA, as applicable) and other legally required qualifications, including but not limited to fingerprint clearance from the California Department of Justice, employment verification pursuant to AB 2534, reference check, and tuberculosis screening or testing, where required. EMPLOYEE has a continuing duty to report any arrests or criminal charges to SCHOOL within one (1) business day.

EMPLOYEE understands that employment is contingent upon EMPLOYEE obtaining a valid teaching credential at the EMPLOYEE's own expense unless otherwise agreed to in writing. EMPLOYEE understands EMPLOYEE is solely responsible for obtaining the required training, education and obtaining and filing with the proper entities the required documentation necessary to obtain and maintain a valid California teaching credential. This Agreement may be terminated at any time if EMPLOYEE fails to maintain a valid teaching credential (general education certificated assignment) or fails to obtain a valid teaching credential prior to the start of employment.

**I. WORK SCHEDULE**

The current SCHOOL calendar is incorporated by reference herein. The school year officially begins July 1, 2026, and concludes June 30, 2027. This may differ from an EMPLOYEE'S official start date, which may vary from year-to-year. An EMPLOYEE may be called upon to work prior to his/her/their official start date or after his/her/their official end date within the school year

Subject to earlier termination as an At-Will Employee and as provided in this Agreement, EMPLOYEE agrees to begin working on or about August 3, 2026, as specified in the SCHOOL calendar. Unless terminated earlier, this Agreement shall terminate automatically at midnight on the final day of the SCHOOL year as specified in the SCHOOL calendar, but no later than June 30, 2027. EMPLOYEE's day-to-day work schedule shall be consistent with the SCHOOL's schedule. Nothing in this paragraph or the employee's day-to-day work schedule shall alter EMPLOYEE's At-Will employee status.

EMPLOYEE understands that the one hundred ninety-one (191) workdays during a school year include paid professional development days and other required workdays, as specified in the SCHOOL calendar. EMPLOYEE may be required to work days prior to the start of student instruction and following the end of the instructional year, as indicated on the SCHOOL calendar, to fulfill all obligations of this Agreement.

Newly hired employees may be required to attend up to five (5) additional professional development and onboarding days prior to the start of the instructional year, for a total of up to one hundred ninety-six (196) contracted workdays.

As a minimum performance requirement, the work schedule for the EMPLOYEE shall be Monday through Friday, during regular school hours (approximately 8:00 a.m. through 3:30 p.m., with the exception of one day per week from 8:00 a.m. through 4:15 p.m. due to the Teacher Think Tank Sessions). Employees are expected to fulfill professional responsibilities associated with the position, which may periodically require attendance at meetings, conferences, professional development, school events, family engagement activities, or other assigned duties occurring outside the regular instructional day. Due to the professional responsibilities associated with this exempt position, actual work hours may periodically extend beyond the regular instructional day. As this position is exempt from overtime, additional duties of the EMPLOYEE may need to be performed outside of the daily work schedule. These additional duties include but are not limited to: Parent/Teacher Conferences, Community Events, Field Trips, Dances, and Student Events. Additional duties may take place on weekends and/or mornings and evenings, before/after the conclusion of the minimum work schedule hours noted above herein.

Employee understands that as a salaried exempt professional, duties may extend beyond the regular instructional day as necessary to fulfill the responsibilities of the position.

#### **J. INTELLECTUAL PROPERTY**

1. *Ownership.* All intellectual property developed by the SCHOOL or developed by EMPLOYEE while employed by SCHOOL under this Contract will be owned by the SCHOOL including, without limitation, works of authorship (e.g., writings, graphic designs and computer programs); inventions (whether tangible or intangible); and, trademarks. However, the following intellectual property is *excluded* from ownership by the SCHOOL under this Contract, absent further agreement with EMPLOYEE:
  - a. That which is developed without use of equipment, supplies, facilities or trade secret information of the SCHOOL, and EMPLOYEE can demonstrate was created in its entirety entirely on EMPLOYEE's own time, which also (a) does not relate (1) to the business of the SCHOOL; (2) to the SCHOOL's actual or demonstrably anticipated research or development; or (b) which does not result from work performed by EMPLOYEE for the SCHOOL. (See California Labor Code Section 2870).
2. *Protection.* The SCHOOL may, at its sole discretion and at its own expense, choose to seek, obtain, maintain, enforce, or forego any form of protection for intellectual property owned by it under this Agreement.
3. *Cooperation.* At the SCHOOL's expense, EMPLOYEE will cooperate with the SCHOOL to facilitate the provisions of this section of the Agreement, without limitation, through execution of assignments, execution of formal documents to support applications for intellectual property protection and providing testimony in litigation to enforce or defend the SCHOOL's intellectual property rights.

#### **K. PROPRIETARY PROPERTY**

The SCHOOL's proprietary property is the personal property of the SCHOOL and constitutes confidential trade secrets and curriculum, which comprises the substance of the SCHOOL's business. As part of the consideration for EMPLOYEE's employment and the compensation received from the SCHOOL, EMPLOYEE agrees at all times, both during or after termination of employment, except as necessary in the ordinary course of performing duties as an employee of the SCHOOL:

1. EMPLOYEE shall keep in the strictest confidence and trust all proprietary information.
2. EMPLOYEE shall not knowingly use, reproduce, disseminate, disclose, publish, or do anything related to any proprietary information or rights for any unauthorized purpose.

3. EMPLOYEE shall at all times during employment promptly advise the SCHOOL of any knowledge that employee may have of any unauthorized release or use of the SCHOOL's proprietary information.

"Proprietary Information" means information (a) that is not known by actual or potential competitors of the SCHOOL or is generally unavailable to the public, (b) that has been created, discovered, developed, or otherwise conveyed to the SCHOOL, and (c) that has material economic value or potential material economic value to the SCHOOL's present and future educational operations. "Proprietary Information" shall include trade secrets (as that term is defined under California Civil Code Section 3426.1) and all other discoveries, developments, designs, improvements, inventions, formulas, software programs, processes, techniques, know-how, data, research, techniques, technical data, and any modifications or enhancements of any of the foregoing, and all program, marketing, sales, or other financial or business information disclosed to employee by the SCHOOL.

**L. EVALUATION**

The SCHOOL shall evaluate and assess the performance of the EMPLOYEE in accordance with SCHOOL personnel policies, adopted evaluation procedures, and instructional expectations. Evaluation processes may include goal-setting meetings, instructional observations, coaching conversations, and/or summative evaluations as determined by the SCHOOL.

Performance may be assessed based on instructional effectiveness, professionalism, communication, reliability, collaboration, preparedness, adherence to SCHOOL policies, and fulfillment of assigned responsibilities.

**M. AT-WILL EMPLOYMENT**

EMPLOYEE understands that no promise of a specific term of employment has been made by the SCHOOL. All employment at the SCHOOL is at-will. Either the EMPLOYEE or the SCHOOL may terminate EMPLOYEE's employment at any time with or without cause and with or without advance notice.

EMPLOYEE may also be demoted or disciplined and the terms of his/her/their employment altered at any time, with or without cause, at the sole discretion of the SCHOOL.

No one other than the Board of the SCHOOL has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the term of this Agreement, and any such agreement must be in writing and must be signed by the Board of the SCHOOL and by the affected EMPLOYEE and must specifically state the intention to alter this "at-will" relationship.

No supervisor or representative of the SCHOOL has authority to enter into any agreement contrary to this at-will relationship except through a written agreement approved by the SCHOOL's Board.

**N. OUTSIDE EMPLOYMENT**

EMPLOYEE may engage in outside employment provided such employment does not interfere with the performance of duties, create a conflict of interest, or occur during scheduled work hours.

EMPLOYEE agrees to notify the SCHOOL of outside employment upon request. The SCHOOL reserves the right to address outside employment that conflicts with the EMPLOYEE's responsibilities or the SCHOOL's operations.

**O. NO TENURE**

During the term of this Agreement, EMPLOYEE understands that he/she/they will not acquire or accrue tenure or any employment rights with the SCHOOL.

**P. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE**

EMPLOYEE acknowledges and agrees to comply with all mandated reporter obligations under California law and SCHOOL policy.

## **Q. GENERAL PROVISIONS**

1. **Governing Law:** This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.
2. **Entire Agreement:** This Agreement, together with the exhibits, any documentation or information incorporated by reference and schedules hereto, constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior contemporaneous agreements or understandings, inducements or conditions, express implied, written or oral, between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the Agreement. The express terms of this Agreement control and supersede any course of performance or usage of the trade inconsistent with any of the terms of this Agreement.
3. **Modifications:** Any modifications or amendments of any of the terms and conditions of this Agreement must be expressly made by the parties hereto in writing.
4. **Severability:** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect, unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.
5. **Waiver of Breach:** The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.
6. **Assignment:** The rights and obligations of the respective parties under this Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.
7. **Attorneys' Fees:** In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, costs, expenses and disbursements incurred.

## **R. AGREEMENT TO ARBITRATE**

Any controversy, dispute or claim arising out of or relating to EMPLOYEE'S employment by the SCHOOL shall be settled through binding arbitration, pursuant to the SCHOOL'S Employer/Employee Arbitration Agreement, incorporated herein by reference (See Attached "Exhibit C").

## **S. ACCEPTANCE OF EMPLOYMENT**

By signing below, the EMPLOYEE declares as follows:

- a. I have read this Agreement and accept employment with the SCHOOL on the terms specified herein.
- b. All information I have provided to the SCHOOL related to my employment is true and accurate.
- c. I have received and reviewed the job description for this position and understand my job duties.
- d. I have received, reviewed and signed the SCHOOL Employer/Employee Arbitration Agreement.
- e. I have received and reviewed the SCHOOL calendar.
- f. I have received, reviewed and signed the Employee Handbook.
- g. I understand that employment-related disputes are subject to the SCHOOL's Arbitration Agreement.

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

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

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

\_\_\_\_\_

Telephone: \_\_\_\_\_

SCHOOL Approval: \_\_\_\_\_

Date \_\_\_\_\_

***This Employment Agreement is subject to ratification by the Governing Board of Vibrant Minds Charter School.***

**AT-WILL EMPLOYMENT AGREEMENT**

**Between**

**VIBRANT MINDS CHARTER SCHOOL**

**and**

**MELISSA MONTANEZ**

THIS AT-WILL EMPLOYMENT AGREEMENT (“Agreement”) is entered into by and between the Board of Directors (“Board”) of Vibrant Minds Charter School (“SCHOOL” or “EMPLOYER”), operating a California public charter school in Orange County, approved by the Anaheim Elementary School District (the “District”) and the above-named employee (“EMPLOYEE”). EMPLOYER desires to hire EMPLOYEE who will assist SCHOOL in achieving the goals and meeting the requirements of the SCHOOL Charters. The Board desires to engage the services of the EMPLOYEE for purpose of assisting SCHOOL in implementing its purposes, policies, and procedures. The parties recognize that SCHOOL is generally exempt from the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992 or elsewhere in other applicable laws or regulations.

WHEREAS, the SCHOOL and EMPLOYEE wish to enter into an at-will employment relationship under the conditions set forth herein, the parties hereby agree as follows:

**A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT**

1. The SCHOOL has been established and operates pursuant to the Charter Schools Act of 1992, California Education Code section 47600, et seq. The SCHOOL’s charter is available to you on the SCHOOL’S website and can be provided to you separately as a PDF file at your request and is incorporated by reference herein. EMPLOYEE agrees to read and become familiar with the provisions of the SCHOOL’s charter and to act always in accordance with the educational mission, policies and procedures described therein. The SCHOOL has been duly approved by the Board of Education of the District.
2. EMPLOYEE understands that the SCHOOL is a separate legal entity from the District. The District is not liable for any debts or obligations of the SCHOOL, and EMPLOYEE expressly recognizes that he/she/they is being employed by the SCHOOL and not the District.
3. Pursuant to California Education Code (“Cal. Ed. Code”) section 47610, the SCHOOL must comply with all of the provisions set forth in its charter but is otherwise generally exempt from the laws governing school districts except as specified in the California Charter Schools Act, the SCHOOL’s charter or other relevant law.
4. The SCHOOL shall be deemed the exclusive public-school employer of the employees at the SCHOOL for purposes of California Government Code section 3540.1.

EMPLOYEE is willing and qualified to provide the services referenced above. The SCHOOL has need of the EMPLOYEE’s services and therefore desires to employ the EMPLOYEE. Employment terms are governed by this Agreement and the current SCHOOL charter, handbooks, policies, procedures, rules or regulations, as adopted and amended from time to time by the SCHOOL.

**B. DUTIES**

A copy of the job description for EMPLOYEE’s position as Certificated Teacher is incorporated by reference herein (See Attached “Exhibit A”). The duties set forth in that job description may be amended from time to time at the sole discretion of the SCHOOL. EMPLOYEE agrees that he/she/they shall at all times faithfully, industriously, and to the best of their ability, perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this Agreement by the accomplishment of:

1. Fulfilling the functions enumerated in the EMPLOYEE’s job description; and
2. Such other duties for which Employee is qualified to perform as assigned by the Board or the SCHOOL as necessary in the SCHOOL’s discretion and judgment to effectuate the purposes of this Agreement. The EMPLOYEE understands that the SCHOOL may assign additional duties and responsibilities reasonably related to the position, credential authorization, instructional program, and operational needs of the SCHOOL. Assignments may include changes in grade level, subject area, committee participation, school events, supervision duties, or other responsibilities necessary to support SCHOOL operations and student success. In addition, the EMPLOYEE shall attend all parent/teacher conferences, special education meetings at which the EMPLOYEE’s attendance is required or requested, any planned SCHOOL events, including any events in the morning prior to the beginning of the work day, in the evening after the work day has concluded or over the weekend and any and all training, professional development and/or planning sessions before or during the school year; and
3. Instructional staff may be required to submit lesson plans, instructional planning documents, pacing guides, assessment data, or other instructional materials in accordance with SCHOOL instructional systems and leadership expectations.
4. The EMPLOYEE will perform such duties as the SCHOOL may reasonably assign and will abide by all the SCHOOL’s policies and procedures as adopted and amended from time to time, including those policies and procedures set forth in the SCHOOL’s current Employee Handbook, incorporated herein by reference (See Attached “Exhibit B”), which may be amended from time to time at the sole discretion of the SCHOOL; and
5. EMPLOYEE will not render services in person or by electronic means, paid or otherwise for any other entity during contracted work hours with the SCHOOL; and
6. EMPLOYEE will conduct themselves in a respectful and responsible manner as a representative of the SCHOOL both on and off campus. EMPLOYEE will refrain from engaging in any inappropriate behavior, including but not limited to sexual relations, while on SCHOOL property. EMPLOYEE agrees to perform all duties in a professional manner and to comply with all SCHOOL policies regarding professional conduct, including maintaining appropriate professional boundaries with students at all times.
7. EMPLOYEE acknowledges that he/she/they are a mandated reporter under California law and agrees to comply with all required reporting obligations, including the duty to personally report suspected child abuse or neglect. EMPLOYEE further agrees to complete all required mandated reporter and child abuse prevention trainings.

**C. PROFESSIONAL EXPECTATIONS**

EMPLOYEE is expected to demonstrate professionalism through effective communication, reliability, preparedness, collaboration, adherence to SCHOOL policies, and timely completion of assigned responsibilities. EMPLOYEE is expected to maintain respectful and constructive interactions with colleagues, students, and families and contribute positively to a professional and student-centered work environment.

**D. COMPENSATION**

The SCHOOL will pay the EMPLOYEE a salary commensurate with the approved gross salary as specified herein. Compensation earned will be paid to EMPLOYEE on EMPLOYER’s regular paydays, subject to legally required withholdings and deductions and such other withholdings and deductions authorized by EMPLOYEE. If the EMPLOYEE fails to complete the Term of this Agreement for any reason whatsoever, EMPLOYEE is entitled to be paid the annual salary prorated to the amount of work actually performed.

EMPLOYEE shall receive an annual gross salary of \$78,602.00.

The pay/salary schedule may be augmented with the inclusion of a portion or all of COLA, depending upon the amount.

Employee benefits, including leave entitlements, shall be governed by the SCHOOL’s Employee Handbook and

applicable law.

**E. BENEFITS**

Certificated positions at SCHOOL designated as full-time will be entitled to participate in designated employee benefit programs and plans established by the SCHOOL from time to time for the benefit of its employees. This includes payments to the State Employees Retirement System (STRS) or other retirement benefit programs, health insurance, dental care insurance, and vision insurance (subject to program and eligibility requirements). This position does include these benefits.

EMPLOYEE will have no rights or entitlement under any District policy or procedure unless that policy or procedure has been adopted by EMPLOYER and specifically made applicable to EMPLOYEE by EMPLOYER. Notwithstanding the foregoing, EMPLOYEE will be covered by all applicable federal and state employment laws including those prohibiting discrimination or harassment in the workplace.

**F. EMPLOYEE HANDBOOK AND POLICIES**

Employee agrees to abide by all policies and procedures of the SCHOOL, including those set forth in the Employee Handbook, as may be amended from time to time.

The Employee Handbook does not create a contract of employment and may be modified at the sole discretion of the SCHOOL.

The SCHOOL reserves the right to interpret and apply its policies in compliance with applicable law.

**G. TRAINING REQUIREMENTS**

EMPLOYEE agrees to complete all required trainings within timelines established by the SCHOOL, including mandated reporter training, child abuse prevention training, safety training, and other compliance-related trainings.

**H. QUALIFICATIONS**

EMPLOYEE understands that employment is contingent upon verification and maintenance of applicable licensure, credentials (compliant with ESSA, as applicable) and other legally required qualifications, including but not limited to fingerprint clearance from the California Department of Justice, employment verification pursuant to AB 2534, reference check, and tuberculosis screening or testing, where required. EMPLOYEE has a continuing duty to report any arrests or criminal charges to SCHOOL within one (1) business day.

EMPLOYEE understands that employment is contingent upon EMPLOYEE obtaining a valid teaching credential at the EMPLOYEE's own expense unless otherwise agreed to in writing. EMPLOYEE understands EMPLOYEE is solely responsible for obtaining the required training, education and obtaining and filing with the proper entities the required documentation necessary to obtain and maintain a valid California teaching credential. This Agreement may be terminated at any time if EMPLOYEE fails to maintain a valid teaching credential (general education certificated assignment) or fails to obtain a valid teaching credential prior to the start of employment.

**I. WORK SCHEDULE**

The current SCHOOL calendar is incorporated by reference herein. The school year officially begins July 1, 2026, and concludes June 30, 2027. This may differ from an EMPLOYEE'S official start date, which may vary from year-to-year. An EMPLOYEE may be called upon to work prior to his/her/their official start date or after his/her/their official end date within the school year

Subject to earlier termination as an At-Will Employee and as provided in this Agreement, EMPLOYEE agrees to begin working on or about August 3, 2026, as specified in the SCHOOL calendar. Unless terminated earlier, this Agreement shall terminate automatically at midnight on the final day of the SCHOOL year as specified in the SCHOOL calendar, but no later than June 30, 2027. EMPLOYEE's day-to-day work schedule shall be consistent with the SCHOOL's schedule. Nothing in this paragraph or the employee's day-to-day work schedule shall alter EMPLOYEE's At-Will employee status.

EMPLOYEE understands that the one hundred ninety-one (191) workdays during a school year include paid professional development days and other required workdays, as specified in the SCHOOL calendar. EMPLOYEE may be required to work days prior to the start of student instruction and following the end of the instructional year, as indicated on the SCHOOL calendar, to fulfill all obligations of this Agreement.

Newly hired employees may be required to attend up to five (5) additional professional development and onboarding days prior to the start of the instructional year, for a total of up to one hundred ninety-six (196) contracted workdays.

As a minimum performance requirement, the work schedule for the EMPLOYEE shall be Monday through Friday, during regular school hours (approximately 8:00 a.m. through 3:30 p.m., with the exception of one day per week from 8:00 a.m. through 4:15 p.m. due to the Teacher Think Tank Sessions). Employees are expected to fulfill professional responsibilities associated with the position, which may periodically require attendance at meetings, conferences, professional development, school events, family engagement activities, or other assigned duties occurring outside the regular instructional day. Due to the professional responsibilities associated with this exempt position, actual work hours may periodically extend beyond the regular instructional day. As this position is exempt from overtime, additional duties of the EMPLOYEE may need to be performed outside of the daily work schedule. These additional duties include but are not limited to: Parent/Teacher Conferences, Community Events, Field Trips, Dances, and Student Events. Additional duties may take place on weekends and/or mornings and evenings, before/after the conclusion of the minimum work schedule hours noted above herein.

Employee understands that as a salaried exempt professional, duties may extend beyond the regular instructional day as necessary to fulfill the responsibilities of the position.

#### **J. INTELLECTUAL PROPERTY**

1. *Ownership.* All intellectual property developed by the SCHOOL or developed by EMPLOYEE while employed by SCHOOL under this Contract will be owned by the SCHOOL including, without limitation, works of authorship (e.g., writings, graphic designs and computer programs); inventions (whether tangible or intangible); and, trademarks. However, the following intellectual property is *excluded* from ownership by the SCHOOL under this Contract, absent further agreement with EMPLOYEE:
  - a. That which is developed without use of equipment, supplies, facilities or trade secret information of the SCHOOL, and EMPLOYEE can demonstrate was created in its entirety entirely on EMPLOYEE's own time, which also (a) does not relate (1) to the business of the SCHOOL; (2) to the SCHOOL's actual or demonstrably anticipated research or development; or (b) which does not result from work performed by EMPLOYEE for the SCHOOL. (See California Labor Code Section 2870).
2. *Protection.* The SCHOOL may, at its sole discretion and at its own expense, choose to seek, obtain, maintain, enforce, or forego any form of protection for intellectual property owned by it under this Agreement.
3. *Cooperation.* At the SCHOOL's expense, EMPLOYEE will cooperate with the SCHOOL to facilitate the provisions of this section of the Agreement, without limitation, through execution of assignments, execution of formal documents to support applications for intellectual property protection and providing testimony in litigation to enforce or defend the SCHOOL's intellectual property rights.

#### **K. PROPRIETARY PROPERTY**

The SCHOOL's proprietary property is the personal property of the SCHOOL and constitutes confidential trade secrets and curriculum, which comprises the substance of the SCHOOL's business. As part of the consideration for EMPLOYEE's employment and the compensation received from the SCHOOL, EMPLOYEE agrees at all times, both during or after termination of employment, except as necessary in the ordinary course of performing duties as an employee of the SCHOOL:

1. EMPLOYEE shall keep in the strictest confidence and trust all proprietary information.
2. EMPLOYEE shall not knowingly use, reproduce, disseminate, disclose, publish, or do anything related to any proprietary information or rights for any unauthorized purpose.

3. EMPLOYEE shall at all times during employment promptly advise the SCHOOL of any knowledge that employee may have of any unauthorized release or use of the SCHOOL's proprietary information.

"Proprietary Information" means information (a) that is not known by actual or potential competitors of the SCHOOL or is generally unavailable to the public, (b) that has been created, discovered, developed, or otherwise conveyed to the SCHOOL, and (c) that has material economic value or potential material economic value to the SCHOOL's present and future educational operations. "Proprietary Information" shall include trade secrets (as that term is defined under California Civil Code Section 3426.1) and all other discoveries, developments, designs, improvements, inventions, formulas, software programs, processes, techniques, know-how, data, research, techniques, technical data, and any modifications or enhancements of any of the foregoing, and all program, marketing, sales, or other financial or business information disclosed to employee by the SCHOOL.

#### **L. EVALUATION**

The SCHOOL shall evaluate and assess the performance of the EMPLOYEE in accordance with SCHOOL personnel policies, adopted evaluation procedures, and instructional expectations. Evaluation processes may include goal-setting meetings, instructional observations, coaching conversations, and/or summative evaluations as determined by the SCHOOL.

Performance may be assessed based on instructional effectiveness, professionalism, communication, reliability, collaboration, preparedness, adherence to SCHOOL policies, and fulfillment of assigned responsibilities.

#### **M. AT-WILL EMPLOYMENT**

EMPLOYEE understands that no promise of a specific term of employment has been made by the SCHOOL. All employment at the SCHOOL is at-will. Either the EMPLOYEE or the SCHOOL may terminate EMPLOYEE's employment at any time with or without cause and with or without advance notice.

EMPLOYEE may also be demoted or disciplined and the terms of his/her/their employment altered at any time, with or without cause, at the sole discretion of the SCHOOL.

No one other than the Board of the SCHOOL has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the term of this Agreement, and any such agreement must be in writing and must be signed by the Board of the SCHOOL and by the affected EMPLOYEE and must specifically state the intention to alter this "at-will" relationship.

No supervisor or representative of the SCHOOL has authority to enter into any agreement contrary to this at-will relationship except through a written agreement approved by the SCHOOL's Board.

#### **N. OUTSIDE EMPLOYMENT**

EMPLOYEE may engage in outside employment provided such employment does not interfere with the performance of duties, create a conflict of interest, or occur during scheduled work hours.

EMPLOYEE agrees to notify the SCHOOL of outside employment upon request. The SCHOOL reserves the right to address outside employment that conflicts with the EMPLOYEE's responsibilities or the SCHOOL's operations.

#### **O. NO TENURE**

During the term of this Agreement, EMPLOYEE understands that he/she/they will not acquire or accrue tenure or any employment rights with the SCHOOL.

#### **P. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE**

EMPLOYEE acknowledges and agrees to comply with all mandated reporter obligations under California law and SCHOOL policy.

## **Q. GENERAL PROVISIONS**

1. **Governing Law:** This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.
2. **Entire Agreement:** This Agreement, together with the exhibits, any documentation or information incorporated by reference and schedules hereto, constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior contemporaneous agreements or understandings, inducements or conditions, express implied, written or oral, between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the Agreement. The express terms of this Agreement control and supersede any course of performance or usage of the trade inconsistent with any of the terms of this Agreement.
3. **Modifications:** Any modifications or amendments of any of the terms and conditions of this Agreement must be expressly made by the parties hereto in writing.
4. **Severability:** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect, unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.
5. **Waiver of Breach:** The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.
6. **Assignment:** The rights and obligations of the respective parties under this Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.
7. **Attorneys' Fees:** In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, costs, expenses and disbursements incurred.

## **R. AGREEMENT TO ARBITRATE**

Any controversy, dispute or claim arising out of or relating to EMPLOYEE'S employment by the SCHOOL shall be settled through binding arbitration, pursuant to the SCHOOL'S Employer/Employee Arbitration Agreement, incorporated herein by reference (See Attached "Exhibit C").

## **S. ACCEPTANCE OF EMPLOYMENT**

By signing below, the EMPLOYEE declares as follows:

- a. I have read this Agreement and accept employment with the SCHOOL on the terms specified herein.
- b. All information I have provided to the SCHOOL related to my employment is true and accurate.
- c. I have received and reviewed the job description for this position and understand my job duties.
- d. I have received, reviewed and signed the SCHOOL Employer/Employee Arbitration Agreement.
- e. I have received and reviewed the SCHOOL calendar.
- f. I have received, reviewed and signed the Employee Handbook.
- g. I understand that employment-related disputes are subject to the SCHOOL's Arbitration Agreement.

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

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

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

\_\_\_\_\_

Telephone: \_\_\_\_\_

SCHOOL Approval: \_\_\_\_\_

Date \_\_\_\_\_

***This Employment Agreement is subject to ratification by the Governing Board of Vibrant Minds Charter School.***

**AT-WILL EMPLOYMENT AGREEMENT**

**Between**

**VIBRANT MINDS CHARTER SCHOOL**

**and**

**MISTY MORA DELGADO**

THIS AT-WILL EMPLOYMENT AGREEMENT (“Agreement”) is entered into by and between the Board of Directors (“Board”) of Vibrant Minds Charter School (“SCHOOL” or “EMPLOYER”), operating a California public charter school in Orange County, approved by the Anaheim Elementary School District (the “District”) and the above-named employee (“EMPLOYEE”). EMPLOYER desires to hire EMPLOYEE who will assist SCHOOL in achieving the goals and meeting the requirements of the SCHOOL Charters. The Board desires to engage the services of the EMPLOYEE for purpose of assisting SCHOOL in implementing its purposes, policies, and procedures. The parties recognize that SCHOOL is generally exempt from the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992 or elsewhere in other applicable laws or regulations.

WHEREAS, the SCHOOL and EMPLOYEE wish to enter into an at-will employment relationship under the conditions set forth herein, the parties hereby agree as follows:

**A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT**

1. The SCHOOL has been established and operates pursuant to the Charter Schools Act of 1992, California Education Code section 47600, et seq. The SCHOOL’s charter is available to you on the SCHOOL’S website and can be provided to you separately as a PDF file at your request and is incorporated by reference herein. EMPLOYEE agrees to read and become familiar with the provisions of the SCHOOL’s charter and to act always in accordance with the educational mission, policies and procedures described therein. The SCHOOL has been duly approved by the Board of Education of the District.
2. EMPLOYEE understands that the SCHOOL is a separate legal entity from the District. The District is not liable for any debts or obligations of the SCHOOL, and EMPLOYEE expressly recognizes that he/she/they is being employed by the SCHOOL and not the District.
3. Pursuant to California Education Code (“Cal. Ed. Code”) section 47610, the SCHOOL must comply with all of the provisions set forth in its charter but is otherwise generally exempt from the laws governing school districts except as specified in the California Charter Schools Act, the SCHOOL’s charter or other relevant law.
4. The SCHOOL shall be deemed the exclusive public-school employer of the employees at the SCHOOL for purposes of California Government Code section 3540.1.

EMPLOYEE is willing and qualified to provide the services referenced above. The SCHOOL has need of the EMPLOYEE’s services and therefore desires to employ the EMPLOYEE. Employment terms are governed by this Agreement and the current SCHOOL charter, handbooks, policies, procedures, rules or regulations, as adopted and amended from time to time by the SCHOOL.

**B. DUTIES**

A copy of the job description for EMPLOYEE’s position as Certificated Teacher is incorporated by reference herein (See Attached “Exhibit A”). The duties set forth in that job description may be amended from time to time at the sole discretion of the SCHOOL. EMPLOYEE agrees that he/she/they shall at all times faithfully, industriously, and to the best of their ability, perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this Agreement by the accomplishment of:

1. Fulfilling the functions enumerated in the EMPLOYEE’s job description; and
2. Such other duties for which Employee is qualified to perform as assigned by the Board or the SCHOOL as necessary in the SCHOOL’s discretion and judgment to effectuate the purposes of this Agreement. The EMPLOYEE understands that the SCHOOL may assign additional duties and responsibilities reasonably related to the position, credential authorization, instructional program, and operational needs of the SCHOOL. Assignments may include changes in grade level, subject area, committee participation, school events, supervision duties, or other responsibilities necessary to support SCHOOL operations and student success. In addition, the EMPLOYEE shall attend all parent/teacher conferences, special education meetings at which the EMPLOYEE’s attendance is required or requested, any planned SCHOOL events, including any events in the morning prior to the beginning of the work day, in the evening after the work day has concluded or over the weekend and any and all training, professional development and/or planning sessions before or during the school year; and
3. Instructional staff may be required to submit lesson plans, instructional planning documents, pacing guides, assessment data, or other instructional materials in accordance with SCHOOL instructional systems and leadership expectations.
4. The EMPLOYEE will perform such duties as the SCHOOL may reasonably assign and will abide by all the SCHOOL’s policies and procedures as adopted and amended from time to time, including those policies and procedures set forth in the SCHOOL’s current Employee Handbook, incorporated herein by reference (See Attached “Exhibit B”), which may be amended from time to time at the sole discretion of the SCHOOL; and
5. EMPLOYEE will not render services in person or by electronic means, paid or otherwise for any other entity during contracted work hours with the SCHOOL; and
6. EMPLOYEE will conduct themselves in a respectful and responsible manner as a representative of the SCHOOL both on and off campus. EMPLOYEE will refrain from engaging in any inappropriate behavior, including but not limited to sexual relations, while on SCHOOL property. EMPLOYEE agrees to perform all duties in a professional manner and to comply with all SCHOOL policies regarding professional conduct, including maintaining appropriate professional boundaries with students at all times.
7. EMPLOYEE acknowledges that he/she/they are a mandated reporter under California law and agrees to comply with all required reporting obligations, including the duty to personally report suspected child abuse or neglect. EMPLOYEE further agrees to complete all required mandated reporter and child abuse prevention trainings.

**C. PROFESSIONAL EXPECTATIONS**

EMPLOYEE is expected to demonstrate professionalism through effective communication, reliability, preparedness, collaboration, adherence to SCHOOL policies, and timely completion of assigned responsibilities. EMPLOYEE is expected to maintain respectful and constructive interactions with colleagues, students, and families and contribute positively to a professional and student-centered work environment.

**D. COMPENSATION**

The SCHOOL will pay the EMPLOYEE a salary commensurate with the approved gross salary as specified herein. Compensation earned will be paid to EMPLOYEE on EMPLOYER’s regular paydays, subject to legally required withholdings and deductions and such other withholdings and deductions authorized by EMPLOYEE. If the EMPLOYEE fails to complete the Term of this Agreement for any reason whatsoever, EMPLOYEE is entitled to be paid the annual salary prorated to the amount of work actually performed.

EMPLOYEE shall receive an annual gross salary of \$63,338.00.

The pay/salary schedule may be augmented with the inclusion of a portion or all of COLA, depending upon the amount.

Employee benefits, including leave entitlements, shall be governed by the SCHOOL’s Employee Handbook and

applicable law.

**E. BENEFITS**

Certificated positions at SCHOOL designated as full-time will be entitled to participate in designated employee benefit programs and plans established by the SCHOOL from time to time for the benefit of its employees. This includes payments to the State Employees Retirement System (STRS) or other retirement benefit programs, health insurance, dental care insurance, and vision insurance (subject to program and eligibility requirements). This position does include these benefits.

EMPLOYEE will have no rights or entitlement under any District policy or procedure unless that policy or procedure has been adopted by EMPLOYER and specifically made applicable to EMPLOYEE by EMPLOYER. Notwithstanding the foregoing, EMPLOYEE will be covered by all applicable federal and state employment laws including those prohibiting discrimination or harassment in the workplace.

**F. EMPLOYEE HANDBOOK AND POLICIES**

Employee agrees to abide by all policies and procedures of the SCHOOL, including those set forth in the Employee Handbook, as may be amended from time to time.

The Employee Handbook does not create a contract of employment and may be modified at the sole discretion of the SCHOOL.

The SCHOOL reserves the right to interpret and apply its policies in compliance with applicable law.

**G. TRAINING REQUIREMENTS**

EMPLOYEE agrees to complete all required trainings within timelines established by the SCHOOL, including mandated reporter training, child abuse prevention training, safety training, and other compliance-related trainings.

**H. QUALIFICATIONS**

EMPLOYEE understands that employment is contingent upon verification and maintenance of applicable licensure, credentials (compliant with ESSA, as applicable) and other legally required qualifications, including but not limited to fingerprint clearance from the California Department of Justice, employment verification pursuant to AB 2534, reference check, and tuberculosis screening or testing, where required. EMPLOYEE has a continuing duty to report any arrests or criminal charges to SCHOOL within one (1) business day.

EMPLOYEE understands that employment is contingent upon EMPLOYEE obtaining a valid teaching credential at the EMPLOYEE's own expense unless otherwise agreed to in writing. EMPLOYEE understands EMPLOYEE is solely responsible for obtaining the required training, education and obtaining and filing with the proper entities the required documentation necessary to obtain and maintain a valid California teaching credential. This Agreement may be terminated at any time if EMPLOYEE fails to maintain a valid teaching credential (general education certificated assignment) or fails to obtain a valid teaching credential prior to the start of employment.

**I. WORK SCHEDULE**

The current SCHOOL calendar is incorporated by reference herein. The school year officially begins July 1, 2026, and concludes June 30, 2027. This may differ from an EMPLOYEE'S official start date, which may vary from year-to-year. An EMPLOYEE may be called upon to work prior to his/her/their official start date or after his/her/their official end date within the school year

Subject to earlier termination as an At-Will Employee and as provided in this Agreement, EMPLOYEE agrees to begin working on or about August 3, 2026, as specified in the SCHOOL calendar. Unless terminated earlier, this Agreement shall terminate automatically at midnight on the final day of the SCHOOL year as specified in the SCHOOL calendar, but no later than June 30, 2027. EMPLOYEE's day-to-day work schedule shall be consistent with the SCHOOL's schedule. Nothing in this paragraph or the employee's day-to-day work schedule shall alter EMPLOYEE's At-Will employee status.

EMPLOYEE understands that the one hundred ninety-one (191) workdays during a school year include paid professional development days and other required workdays, as specified in the SCHOOL calendar. EMPLOYEE may be required to work days prior to the start of student instruction and following the end of the instructional year, as indicated on the SCHOOL calendar, to fulfill all obligations of this Agreement.

Newly hired employees may be required to attend up to five (5) additional professional development and onboarding days prior to the start of the instructional year, for a total of up to one hundred ninety-six (196) contracted workdays.

As a minimum performance requirement, the work schedule for the EMPLOYEE shall be Monday through Friday, during regular school hours (approximately 8:00 a.m. through 3:30 p.m., with the exception of one day per week from 8:00 a.m. through 4:15 p.m. due to the Teacher Think Tank Sessions). Employees are expected to fulfill professional responsibilities associated with the position, which may periodically require attendance at meetings, conferences, professional development, school events, family engagement activities, or other assigned duties occurring outside the regular instructional day. Due to the professional responsibilities associated with this exempt position, actual work hours may periodically extend beyond the regular instructional day. As this position is exempt from overtime, additional duties of the EMPLOYEE may need to be performed outside of the daily work schedule. These additional duties include but are not limited to: Parent/Teacher Conferences, Community Events, Field Trips, Dances, and Student Events. Additional duties may take place on weekends and/or mornings and evenings, before/after the conclusion of the minimum work schedule hours noted above herein.

Employee understands that as a salaried exempt professional, duties may extend beyond the regular instructional day as necessary to fulfill the responsibilities of the position.

#### **J. INTELLECTUAL PROPERTY**

1. *Ownership.* All intellectual property developed by the SCHOOL or developed by EMPLOYEE while employed by SCHOOL under this Contract will be owned by the SCHOOL including, without limitation, works of authorship (e.g., writings, graphic designs and computer programs); inventions (whether tangible or intangible); and, trademarks. However, the following intellectual property is *excluded* from ownership by the SCHOOL under this Contract, absent further agreement with EMPLOYEE:
  - a. That which is developed without use of equipment, supplies, facilities or trade secret information of the SCHOOL, and EMPLOYEE can demonstrate was created in its entirety entirely on EMPLOYEE's own time, which also (a) does not relate (1) to the business of the SCHOOL; (2) to the SCHOOL's actual or demonstrably anticipated research or development; or (b) which does not result from work performed by EMPLOYEE for the SCHOOL. (See California Labor Code Section 2870).
2. *Protection.* The SCHOOL may, at its sole discretion and at its own expense, choose to seek, obtain, maintain, enforce, or forego any form of protection for intellectual property owned by it under this Agreement.
3. *Cooperation.* At the SCHOOL's expense, EMPLOYEE will cooperate with the SCHOOL to facilitate the provisions of this section of the Agreement, without limitation, through execution of assignments, execution of formal documents to support applications for intellectual property protection and providing testimony in litigation to enforce or defend the SCHOOL's intellectual property rights.

#### **K. PROPRIETARY PROPERTY**

The SCHOOL's proprietary property is the personal property of the SCHOOL and constitutes confidential trade secrets and curriculum, which comprises the substance of the SCHOOL's business. As part of the consideration for EMPLOYEE's employment and the compensation received from the SCHOOL, EMPLOYEE agrees at all times, both during or after termination of employment, except as necessary in the ordinary course of performing duties as an employee of the SCHOOL:

1. EMPLOYEE shall keep in the strictest confidence and trust all proprietary information.
2. EMPLOYEE shall not knowingly use, reproduce, disseminate, disclose, publish, or do anything related to any proprietary information or rights for any unauthorized purpose.

3. EMPLOYEE shall at all times during employment promptly advise the SCHOOL of any knowledge that employee may have of any unauthorized release or use of the SCHOOL's proprietary information.

"Proprietary Information" means information (a) that is not known by actual or potential competitors of the SCHOOL or is generally unavailable to the public, (b) that has been created, discovered, developed, or otherwise conveyed to the SCHOOL, and (c) that has material economic value or potential material economic value to the SCHOOL's present and future educational operations. "Proprietary Information" shall include trade secrets (as that term is defined under California Civil Code Section 3426.1) and all other discoveries, developments, designs, improvements, inventions, formulas, software programs, processes, techniques, know-how, data, research, techniques, technical data, and any modifications or enhancements of any of the foregoing, and all program, marketing, sales, or other financial or business information disclosed to employee by the SCHOOL.

**L. EVALUATION**

The SCHOOL shall evaluate and assess the performance of the EMPLOYEE in accordance with SCHOOL personnel policies, adopted evaluation procedures, and instructional expectations. Evaluation processes may include goal-setting meetings, instructional observations, coaching conversations, and/or summative evaluations as determined by the SCHOOL.

Performance may be assessed based on instructional effectiveness, professionalism, communication, reliability, collaboration, preparedness, adherence to SCHOOL policies, and fulfillment of assigned responsibilities.

**M. AT-WILL EMPLOYMENT**

EMPLOYEE understands that no promise of a specific term of employment has been made by the SCHOOL. All employment at the SCHOOL is at-will. Either the EMPLOYEE or the SCHOOL may terminate EMPLOYEE's employment at any time with or without cause and with or without advance notice.

EMPLOYEE may also be demoted or disciplined and the terms of his/her/their employment altered at any time, with or without cause, at the sole discretion of the SCHOOL.

No one other than the Board of the SCHOOL has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the term of this Agreement, and any such agreement must be in writing and must be signed by the Board of the SCHOOL and by the affected EMPLOYEE and must specifically state the intention to alter this "at-will" relationship.

No supervisor or representative of the SCHOOL has authority to enter into any agreement contrary to this at-will relationship except through a written agreement approved by the SCHOOL's Board.

**N. OUTSIDE EMPLOYMENT**

EMPLOYEE may engage in outside employment provided such employment does not interfere with the performance of duties, create a conflict of interest, or occur during scheduled work hours.

EMPLOYEE agrees to notify the SCHOOL of outside employment upon request. The SCHOOL reserves the right to address outside employment that conflicts with the EMPLOYEE's responsibilities or the SCHOOL's operations.

**O. NO TENURE**

During the term of this Agreement, EMPLOYEE understands that he/she/they will not acquire or accrue tenure or any employment rights with the SCHOOL.

**P. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE**

EMPLOYEE acknowledges and agrees to comply with all mandated reporter obligations under California law and SCHOOL policy.

## **Q. GENERAL PROVISIONS**

1. **Governing Law:** This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.
2. **Entire Agreement:** This Agreement, together with the exhibits, any documentation or information incorporated by reference and schedules hereto, constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior contemporaneous agreements or understandings, inducements or conditions, express implied, written or oral, between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the Agreement. The express terms of this Agreement control and supersede any course of performance or usage of the trade inconsistent with any of the terms of this Agreement.
3. **Modifications:** Any modifications or amendments of any of the terms and conditions of this Agreement must be expressly made by the parties hereto in writing.
4. **Severability:** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect, unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.
5. **Waiver of Breach:** The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.
6. **Assignment:** The rights and obligations of the respective parties under this Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.
7. **Attorneys' Fees:** In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, costs, expenses and disbursements incurred.

## **R. AGREEMENT TO ARBITRATE**

Any controversy, dispute or claim arising out of or relating to EMPLOYEE'S employment by the SCHOOL shall be settled through binding arbitration, pursuant to the SCHOOL'S Employer/Employee Arbitration Agreement, incorporated herein by reference (See Attached "Exhibit C").

## **S. ACCEPTANCE OF EMPLOYMENT**

By signing below, the EMPLOYEE declares as follows:

- a. I have read this Agreement and accept employment with the SCHOOL on the terms specified herein.
- b. All information I have provided to the SCHOOL related to my employment is true and accurate.
- c. I have received and reviewed the job description for this position and understand my job duties.
- d. I have received, reviewed and signed the SCHOOL Employer/Employee Arbitration Agreement.
- e. I have received and reviewed the SCHOOL calendar.
- f. I have received, reviewed and signed the Employee Handbook.
- g. I understand that employment-related disputes are subject to the SCHOOL'S Arbitration Agreement.

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

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

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

\_\_\_\_\_

Telephone: \_\_\_\_\_

SCHOOL Approval: \_\_\_\_\_

Date \_\_\_\_\_

***This Employment Agreement is subject to ratification by the Governing Board of Vibrant Minds Charter School.***

**AT-WILL EMPLOYMENT AGREEMENT**

**Between**

**VIBRANT MINDS CHARTER SCHOOL**

**and**

**MICHELE ROWELL**

THIS AT-WILL EMPLOYMENT AGREEMENT (“Agreement”) is entered into by and between the Board of Directors (“Board”) of Vibrant Minds Charter School (“SCHOOL” or “EMPLOYER”), operating a California public charter school in Orange County, approved by the Anaheim Elementary School District (the “District”) and the above-named employee (“EMPLOYEE”). EMPLOYER desires to hire EMPLOYEE who will assist SCHOOL in achieving the goals and meeting the requirements of the SCHOOL Charters. The Board desires to engage the services of the EMPLOYEE for purpose of assisting SCHOOL in implementing its purposes, policies, and procedures. The parties recognize that SCHOOL is generally exempt from the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992 or elsewhere in other applicable laws or regulations.

WHEREAS, the SCHOOL and EMPLOYEE wish to enter into an at-will employment relationship under the conditions set forth herein, the parties hereby agree as follows:

**A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT**

1. The SCHOOL has been established and operates pursuant to the Charter Schools Act of 1992, California Education Code section 47600, et seq. The SCHOOL’s charter is available to you on the SCHOOL’S website and can be provided to you separately as a PDF file at your request and is incorporated by reference herein. EMPLOYEE agrees to read and become familiar with the provisions of the SCHOOL’s charter and to act always in accordance with the educational mission, policies and procedures described therein. The SCHOOL has been duly approved by the Board of Education of the District.
2. EMPLOYEE understands that the SCHOOL is a separate legal entity from the District. The District is not liable for any debts or obligations of the SCHOOL, and EMPLOYEE expressly recognizes that he/she/they is being employed by the SCHOOL and not the District.
3. Pursuant to California Education Code (“Cal. Ed. Code”) section 47610, the SCHOOL must comply with all of the provisions set forth in its charter but is otherwise generally exempt from the laws governing school districts except as specified in the California Charter Schools Act, the SCHOOL’s charter or other relevant law.
4. The SCHOOL shall be deemed the exclusive public-school employer of the employees at the SCHOOL for purposes of California Government Code section 3540.1.

EMPLOYEE is willing and qualified to provide the services referenced above. The SCHOOL has need of the EMPLOYEE’s services and therefore desires to employ the EMPLOYEE. Employment terms are governed by this Agreement and the current SCHOOL charter, handbooks, policies, procedures, rules or regulations, as adopted and amended from time to time by the SCHOOL.

**B. DUTIES**

A copy of the job description for EMPLOYEE’s position as Certificated Teacher is incorporated by reference herein (See Attached “Exhibit A”). The duties set forth in that job description may be amended from time to time at the sole discretion of the SCHOOL. EMPLOYEE agrees that he/she/they shall at all times faithfully, industriously, and to the best of their ability, perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this Agreement by the accomplishment of:

1. Fulfilling the functions enumerated in the EMPLOYEE’s job description; and
2. Such other duties for which Employee is qualified to perform as assigned by the Board or the SCHOOL as necessary in the SCHOOL’s discretion and judgment to effectuate the purposes of this Agreement. The EMPLOYEE understands that the SCHOOL may assign additional duties and responsibilities reasonably related to the position, credential authorization, instructional program, and operational needs of the SCHOOL. Assignments may include changes in grade level, subject area, committee participation, school events, supervision duties, or other responsibilities necessary to support SCHOOL operations and student success. In addition, the EMPLOYEE shall attend all parent/teacher conferences, special education meetings at which the EMPLOYEE’s attendance is required or requested, any planned SCHOOL events, including any events in the morning prior to the beginning of the work day, in the evening after the work day has concluded or over the weekend and any and all training, professional development and/or planning sessions before or during the school year; and
3. Instructional staff may be required to submit lesson plans, instructional planning documents, pacing guides, assessment data, or other instructional materials in accordance with SCHOOL instructional systems and leadership expectations.
4. The EMPLOYEE will perform such duties as the SCHOOL may reasonably assign and will abide by all the SCHOOL’s policies and procedures as adopted and amended from time to time, including those policies and procedures set forth in the SCHOOL’s current Employee Handbook, incorporated herein by reference (See Attached “Exhibit B”), which may be amended from time to time at the sole discretion of the SCHOOL; and
5. EMPLOYEE will not render services in person or by electronic means, paid or otherwise for any other entity during contracted work hours with the SCHOOL; and
6. EMPLOYEE will conduct themselves in a respectful and responsible manner as a representative of the SCHOOL both on and off campus. EMPLOYEE will refrain from engaging in any inappropriate behavior, including but not limited to sexual relations, while on SCHOOL property. EMPLOYEE agrees to perform all duties in a professional manner and to comply with all SCHOOL policies regarding professional conduct, including maintaining appropriate professional boundaries with students at all times.
7. EMPLOYEE acknowledges that he/she/they are a mandated reporter under California law and agrees to comply with all required reporting obligations, including the duty to personally report suspected child abuse or neglect. EMPLOYEE further agrees to complete all required mandated reporter and child abuse prevention trainings.

**C. PROFESSIONAL EXPECTATIONS**

EMPLOYEE is expected to demonstrate professionalism through effective communication, reliability, preparedness, collaboration, adherence to SCHOOL policies, and timely completion of assigned responsibilities. EMPLOYEE is expected to maintain respectful and constructive interactions with colleagues, students, and families and contribute positively to a professional and student-centered work environment.

**D. COMPENSATION**

The SCHOOL will pay the EMPLOYEE a salary commensurate with the approved gross salary as specified herein. Compensation earned will be paid to EMPLOYEE on EMPLOYER’s regular paydays, subject to legally required withholdings and deductions and such other withholdings and deductions authorized by EMPLOYEE. If the EMPLOYEE fails to complete the Term of this Agreement for any reason whatsoever, EMPLOYEE is entitled to be paid the annual salary prorated to the amount of work actually performed.

EMPLOYEE shall receive an annual gross salary of \$97,771.00.

The pay/salary schedule may be augmented with the inclusion of a portion or all of COLA, depending upon the amount.

Employee benefits, including leave entitlements, shall be governed by the SCHOOL’s Employee Handbook and

applicable law.

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Certificated positions at SCHOOL designated as full-time will be entitled to participate in designated employee benefit programs and plans established by the SCHOOL from time to time for the benefit of its employees. This includes payments to the State Employees Retirement System (STRS) or other retirement benefit programs, health insurance, dental care insurance, and vision insurance (subject to program and eligibility requirements). This position does include these benefits.

EMPLOYEE will have no rights or entitlement under any District policy or procedure unless that policy or procedure has been adopted by EMPLOYER and specifically made applicable to EMPLOYEE by EMPLOYER. Notwithstanding the foregoing, EMPLOYEE will be covered by all applicable federal and state employment laws including those prohibiting discrimination or harassment in the workplace.

**F. EMPLOYEE HANDBOOK AND POLICIES**

Employee agrees to abide by all policies and procedures of the SCHOOL, including those set forth in the Employee Handbook, as may be amended from time to time.

The Employee Handbook does not create a contract of employment and may be modified at the sole discretion of the SCHOOL.

The SCHOOL reserves the right to interpret and apply its policies in compliance with applicable law.

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EMPLOYEE agrees to complete all required trainings within timelines established by the SCHOOL, including mandated reporter training, child abuse prevention training, safety training, and other compliance-related trainings.

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EMPLOYEE understands that employment is contingent upon verification and maintenance of applicable licensure, credentials (compliant with ESSA, as applicable) and other legally required qualifications, including but not limited to fingerprint clearance from the California Department of Justice, employment verification pursuant to AB 2534, reference check, and tuberculosis screening or testing, where required. EMPLOYEE has a continuing duty to report any arrests or criminal charges to SCHOOL within one (1) business day.

EMPLOYEE understands that employment is contingent upon EMPLOYEE obtaining a valid teaching credential at the EMPLOYEE's own expense unless otherwise agreed to in writing. EMPLOYEE understands EMPLOYEE is solely responsible for obtaining the required training, education and obtaining and filing with the proper entities the required documentation necessary to obtain and maintain a valid California teaching credential. This Agreement may be terminated at any time if EMPLOYEE fails to maintain a valid teaching credential (general education certificated assignment) or fails to obtain a valid teaching credential prior to the start of employment.

**I. WORK SCHEDULE**

The current SCHOOL calendar is incorporated by reference herein. The school year officially begins July 1, 2026, and concludes June 30, 2027. This may differ from an EMPLOYEE'S official start date, which may vary from year-to-year. An EMPLOYEE may be called upon to work prior to his/her/their official start date or after his/her/their official end date within the school year

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EMPLOYEE understands that the one hundred ninety-one (191) workdays during a school year include paid professional development days and other required workdays, as specified in the SCHOOL calendar. EMPLOYEE may be required to work days prior to the start of student instruction and following the end of the instructional year, as indicated on the SCHOOL calendar, to fulfill all obligations of this Agreement.

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As a minimum performance requirement, the work schedule for the EMPLOYEE shall be Monday through Friday, during regular school hours (approximately 8:00 a.m. through 3:30 p.m., with the exception of one day per week from 8:00 a.m. through 4:15 p.m. due to the Teacher Think Tank Sessions). Employees are expected to fulfill professional responsibilities associated with the position, which may periodically require attendance at meetings, conferences, professional development, school events, family engagement activities, or other assigned duties occurring outside the regular instructional day. Due to the professional responsibilities associated with this exempt position, actual work hours may periodically extend beyond the regular instructional day. As this position is exempt from overtime, additional duties of the EMPLOYEE may need to be performed outside of the daily work schedule. These additional duties include but are not limited to: Parent/Teacher Conferences, Community Events, Field Trips, Dances, and Student Events. Additional duties may take place on weekends and/or mornings and evenings, before/after the conclusion of the minimum work schedule hours noted above herein.

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  - a. That which is developed without use of equipment, supplies, facilities or trade secret information of the SCHOOL, and EMPLOYEE can demonstrate was created in its entirety entirely on EMPLOYEE's own time, which also (a) does not relate (1) to the business of the SCHOOL; (2) to the SCHOOL's actual or demonstrably anticipated research or development; or (b) which does not result from work performed by EMPLOYEE for the SCHOOL. (See California Labor Code Section 2870).
2. *Protection.* The SCHOOL may, at its sole discretion and at its own expense, choose to seek, obtain, maintain, enforce, or forego any form of protection for intellectual property owned by it under this Agreement.
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2. EMPLOYEE shall not knowingly use, reproduce, disseminate, disclose, publish, or do anything related to any proprietary information or rights for any unauthorized purpose.

3. EMPLOYEE shall at all times during employment promptly advise the SCHOOL of any knowledge that employee may have of any unauthorized release or use of the SCHOOL's proprietary information.

"Proprietary Information" means information (a) that is not known by actual or potential competitors of the SCHOOL or is generally unavailable to the public, (b) that has been created, discovered, developed, or otherwise conveyed to the SCHOOL, and (c) that has material economic value or potential material economic value to the SCHOOL's present and future educational operations. "Proprietary Information" shall include trade secrets (as that term is defined under California Civil Code Section 3426.1) and all other discoveries, developments, designs, improvements, inventions, formulas, software programs, processes, techniques, know-how, data, research, techniques, technical data, and any modifications or enhancements of any of the foregoing, and all program, marketing, sales, or other financial or business information disclosed to employee by the SCHOOL.

#### **L. EVALUATION**

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Performance may be assessed based on instructional effectiveness, professionalism, communication, reliability, collaboration, preparedness, adherence to SCHOOL policies, and fulfillment of assigned responsibilities.

#### **M. AT-WILL EMPLOYMENT**

EMPLOYEE understands that no promise of a specific term of employment has been made by the SCHOOL. All employment at the SCHOOL is at-will. Either the EMPLOYEE or the SCHOOL may terminate EMPLOYEE's employment at any time with or without cause and with or without advance notice.

EMPLOYEE may also be demoted or disciplined and the terms of his/her/their employment altered at any time, with or without cause, at the sole discretion of the SCHOOL.

No one other than the Board of the SCHOOL has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the term of this Agreement, and any such agreement must be in writing and must be signed by the Board of the SCHOOL and by the affected EMPLOYEE and must specifically state the intention to alter this "at-will" relationship.

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EMPLOYEE agrees to notify the SCHOOL of outside employment upon request. The SCHOOL reserves the right to address outside employment that conflicts with the EMPLOYEE's responsibilities or the SCHOOL's operations.

#### **O. NO TENURE**

During the term of this Agreement, EMPLOYEE understands that he/she/they will not acquire or accrue tenure or any employment rights with the SCHOOL.

#### **P. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE**

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## **Q. GENERAL PROVISIONS**

1. **Governing Law:** This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.
2. **Entire Agreement:** This Agreement, together with the exhibits, any documentation or information incorporated by reference and schedules hereto, constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior contemporaneous agreements or understandings, inducements or conditions, express implied, written or oral, between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the Agreement. The express terms of this Agreement control and supersede any course of performance or usage of the trade inconsistent with any of the terms of this Agreement.
3. **Modifications:** Any modifications or amendments of any of the terms and conditions of this Agreement must be expressly made by the parties hereto in writing.
4. **Severability:** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect, unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.
5. **Waiver of Breach:** The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.
6. **Assignment:** The rights and obligations of the respective parties under this Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.
7. **Attorneys' Fees:** In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, costs, expenses and disbursements incurred.

## **R. AGREEMENT TO ARBITRATE**

Any controversy, dispute or claim arising out of or relating to EMPLOYEE'S employment by the SCHOOL shall be settled through binding arbitration, pursuant to the SCHOOL'S Employer/Employee Arbitration Agreement, incorporated herein by reference (See Attached "Exhibit C").

## **S. ACCEPTANCE OF EMPLOYMENT**

By signing below, the EMPLOYEE declares as follows:

- a. I have read this Agreement and accept employment with the SCHOOL on the terms specified herein.
- b. All information I have provided to the SCHOOL related to my employment is true and accurate.
- c. I have received and reviewed the job description for this position and understand my job duties.
- d. I have received, reviewed and signed the SCHOOL Employer/Employee Arbitration Agreement.
- e. I have received and reviewed the SCHOOL calendar.
- f. I have received, reviewed and signed the Employee Handbook.
- g. I understand that employment-related disputes are subject to the SCHOOL's Arbitration Agreement.

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

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

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

\_\_\_\_\_

Telephone: \_\_\_\_\_

SCHOOL Approval: \_\_\_\_\_

Date \_\_\_\_\_

***This Employment Agreement is subject to ratification by the Governing Board of Vibrant Minds Charter School.***

**AT-WILL EMPLOYMENT AGREEMENT**

**Between**

**VIBRANT MINDS CHARTER SCHOOL**

**and**

**NATALIE MIRANDA**

THIS AT-WILL EMPLOYMENT AGREEMENT (“Agreement”) is entered into by and between the Board of Directors (“Board”) of Vibrant Minds Charter School (“SCHOOL” or “EMPLOYER”), operating a California public charter school in Orange County, approved by the Anaheim Elementary School District (the “District”) and the above-named employee (“EMPLOYEE”). EMPLOYER desires to hire EMPLOYEE who will assist SCHOOL in achieving the goals and meeting the requirements of the SCHOOL Charters. The Board desires to engage the services of the EMPLOYEE for purpose of assisting SCHOOL in implementing its purposes, policies, and procedures. The parties recognize that SCHOOL is generally exempt from the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992 or elsewhere in other applicable laws or regulations.

WHEREAS, the SCHOOL and EMPLOYEE wish to enter into an at-will employment relationship under the conditions set forth herein, the parties hereby agree as follows:

**A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT**

1. The SCHOOL has been established and operates pursuant to the Charter Schools Act of 1992, California Education Code section 47600, et seq. The SCHOOL’s charter is available to you on the SCHOOL’S website and can be provided to you separately as a PDF file at your request and is incorporated by reference herein. EMPLOYEE agrees to read and become familiar with the provisions of the SCHOOL’s charter and to act always in accordance with the educational mission, policies and procedures described therein. The SCHOOL has been duly approved by the Board of Education of the District.
2. EMPLOYEE understands that the SCHOOL is a separate legal entity from the District. The District is not liable for any debts or obligations of the SCHOOL, and EMPLOYEE expressly recognizes that he/she/they is being employed by the SCHOOL and not the District.
3. Pursuant to California Education Code (“Cal. Ed. Code”) section 47610, the SCHOOL must comply with all of the provisions set forth in its charter but is otherwise generally exempt from the laws governing school districts except as specified in the California Charter Schools Act, the SCHOOL’s charter or other relevant law.
4. The SCHOOL shall be deemed the exclusive public-school employer of the employees at the SCHOOL for purposes of California Government Code section 3540.1.

EMPLOYEE is willing and qualified to provide the services referenced above. The SCHOOL has need of the EMPLOYEE’s services and therefore desires to employ the EMPLOYEE. Employment terms are governed by this Agreement and the current SCHOOL charter, handbooks, policies, procedures, rules or regulations, as adopted and amended from time to time by the SCHOOL.

**B. DUTIES**

A copy of the job description for EMPLOYEE’s position as Certificated Teacher is incorporated by reference herein (See Attached “Exhibit A”). The duties set forth in that job description may be amended from time to time at the sole discretion of the SCHOOL. EMPLOYEE agrees that he/she/they shall at all times faithfully, industriously, and to the best of their ability, perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this Agreement by the accomplishment of:

1. Fulfilling the functions enumerated in the EMPLOYEE’s job description; and
2. Such other duties for which Employee is qualified to perform as assigned by the Board or the SCHOOL as necessary in the SCHOOL’s discretion and judgment to effectuate the purposes of this Agreement. The EMPLOYEE understands that the SCHOOL may assign additional duties and responsibilities reasonably related to the position, credential authorization, instructional program, and operational needs of the SCHOOL. Assignments may include changes in grade level, subject area, committee participation, school events, supervision duties, or other responsibilities necessary to support SCHOOL operations and student success. In addition, the EMPLOYEE shall attend all parent/teacher conferences, special education meetings at which the EMPLOYEE’s attendance is required or requested, any planned SCHOOL events, including any events in the morning prior to the beginning of the work day, in the evening after the work day has concluded or over the weekend and any and all training, professional development and/or planning sessions before or during the school year; and
3. Instructional staff may be required to submit lesson plans, instructional planning documents, pacing guides, assessment data, or other instructional materials in accordance with SCHOOL instructional systems and leadership expectations.
4. The EMPLOYEE will perform such duties as the SCHOOL may reasonably assign and will abide by all the SCHOOL’s policies and procedures as adopted and amended from time to time, including those policies and procedures set forth in the SCHOOL’s current Employee Handbook, incorporated herein by reference (See Attached “Exhibit B”), which may be amended from time to time at the sole discretion of the SCHOOL; and
5. EMPLOYEE will not render services in person or by electronic means, paid or otherwise for any other entity during contracted work hours with the SCHOOL; and
6. EMPLOYEE will conduct themselves in a respectful and responsible manner as a representative of the SCHOOL both on and off campus. EMPLOYEE will refrain from engaging in any inappropriate behavior, including but not limited to sexual relations, while on SCHOOL property. EMPLOYEE agrees to perform all duties in a professional manner and to comply with all SCHOOL policies regarding professional conduct, including maintaining appropriate professional boundaries with students at all times.
7. EMPLOYEE acknowledges that he/she/they are a mandated reporter under California law and agrees to comply with all required reporting obligations, including the duty to personally report suspected child abuse or neglect. EMPLOYEE further agrees to complete all required mandated reporter and child abuse prevention trainings.

**C. PROFESSIONAL EXPECTATIONS**

EMPLOYEE is expected to demonstrate professionalism through effective communication, reliability, preparedness, collaboration, adherence to SCHOOL policies, and timely completion of assigned responsibilities. EMPLOYEE is expected to maintain respectful and constructive interactions with colleagues, students, and families and contribute positively to a professional and student-centered work environment.

**D. COMPENSATION**

The SCHOOL will pay the EMPLOYEE a salary commensurate with the approved gross salary as specified herein. Compensation earned will be paid to EMPLOYEE on EMPLOYER’s regular paydays, subject to legally required withholdings and deductions and such other withholdings and deductions authorized by EMPLOYEE. If the EMPLOYEE fails to complete the Term of this Agreement for any reason whatsoever, EMPLOYEE is entitled to be paid the annual salary prorated to the amount of work actually performed.

EMPLOYEE shall receive an annual gross salary of \$73,106.00.

The pay/salary schedule may be augmented with the inclusion of a portion or all of COLA, depending upon the amount.

Employee benefits, including leave entitlements, shall be governed by the SCHOOL’s Employee Handbook and

applicable law.

**E. BENEFITS**

Certificated positions at SCHOOL designated as full-time will be entitled to participate in designated employee benefit programs and plans established by the SCHOOL from time to time for the benefit of its employees. This includes payments to the State Employees Retirement System (STRS) or other retirement benefit programs, health insurance, dental care insurance, and vision insurance (subject to program and eligibility requirements). This position does include these benefits.

EMPLOYEE will have no rights or entitlement under any District policy or procedure unless that policy or procedure has been adopted by EMPLOYER and specifically made applicable to EMPLOYEE by EMPLOYER. Notwithstanding the foregoing, EMPLOYEE will be covered by all applicable federal and state employment laws including those prohibiting discrimination or harassment in the workplace.

**F. EMPLOYEE HANDBOOK AND POLICIES**

Employee agrees to abide by all policies and procedures of the SCHOOL, including those set forth in the Employee Handbook, as may be amended from time to time.

The Employee Handbook does not create a contract of employment and may be modified at the sole discretion of the SCHOOL.

The SCHOOL reserves the right to interpret and apply its policies in compliance with applicable law.

**G. TRAINING REQUIREMENTS**

EMPLOYEE agrees to complete all required trainings within timelines established by the SCHOOL, including mandated reporter training, child abuse prevention training, safety training, and other compliance-related trainings.

**H. QUALIFICATIONS**

EMPLOYEE understands that employment is contingent upon verification and maintenance of applicable licensure, credentials (compliant with ESSA, as applicable) and other legally required qualifications, including but not limited to fingerprint clearance from the California Department of Justice, employment verification pursuant to AB 2534, reference check, and tuberculosis screening or testing, where required. EMPLOYEE has a continuing duty to report any arrests or criminal charges to SCHOOL within one (1) business day.

EMPLOYEE understands that employment is contingent upon EMPLOYEE obtaining a valid teaching credential at the EMPLOYEE's own expense unless otherwise agreed to in writing. EMPLOYEE understands EMPLOYEE is solely responsible for obtaining the required training, education and obtaining and filing with the proper entities the required documentation necessary to obtain and maintain a valid California teaching credential. This Agreement may be terminated at any time if EMPLOYEE fails to maintain a valid teaching credential (general education certificated assignment) or fails to obtain a valid teaching credential prior to the start of employment.

**I. WORK SCHEDULE**

The current SCHOOL calendar is incorporated by reference herein. The school year officially begins July 1, 2026, and concludes June 30, 2027. This may differ from an EMPLOYEE'S official start date, which may vary from year-to-year. An EMPLOYEE may be called upon to work prior to his/her/their official start date or after his/her/their official end date within the school year

Subject to earlier termination as an At-Will Employee and as provided in this Agreement, EMPLOYEE agrees to begin working on or about August 3, 2026, as specified in the SCHOOL calendar. Unless terminated earlier, this Agreement shall terminate automatically at midnight on the final day of the SCHOOL year as specified in the SCHOOL calendar, but no later than June 30, 2027. EMPLOYEE's day-to-day work schedule shall be consistent with the SCHOOL's schedule. Nothing in this paragraph or the employee's day-to-day work schedule shall alter EMPLOYEE's At-Will employee status.

EMPLOYEE understands that the one hundred ninety-one (191) workdays during a school year include paid professional development days and other required workdays, as specified in the SCHOOL calendar. EMPLOYEE may be required to work days prior to the start of student instruction and following the end of the instructional year, as indicated on the SCHOOL calendar, to fulfill all obligations of this Agreement.

Newly hired employees may be required to attend up to five (5) additional professional development and onboarding days prior to the start of the instructional year, for a total of up to one hundred ninety-six (196) contracted workdays.

As a minimum performance requirement, the work schedule for the EMPLOYEE shall be Monday through Friday, during regular school hours (approximately 8:00 a.m. through 3:30 p.m., with the exception of one day per week from 8:00 a.m. through 4:15 p.m. due to the Teacher Think Tank Sessions). Employees are expected to fulfill professional responsibilities associated with the position, which may periodically require attendance at meetings, conferences, professional development, school events, family engagement activities, or other assigned duties occurring outside the regular instructional day. Due to the professional responsibilities associated with this exempt position, actual work hours may periodically extend beyond the regular instructional day. As this position is exempt from overtime, additional duties of the EMPLOYEE may need to be performed outside of the daily work schedule. These additional duties include but are not limited to: Parent/Teacher Conferences, Community Events, Field Trips, Dances, and Student Events. Additional duties may take place on weekends and/or mornings and evenings, before/after the conclusion of the minimum work schedule hours noted above herein.

Employee understands that as a salaried exempt professional, duties may extend beyond the regular instructional day as necessary to fulfill the responsibilities of the position.

#### **J. INTELLECTUAL PROPERTY**

1. *Ownership.* All intellectual property developed by the SCHOOL or developed by EMPLOYEE while employed by SCHOOL under this Contract will be owned by the SCHOOL including, without limitation, works of authorship (e.g., writings, graphic designs and computer programs); inventions (whether tangible or intangible); and, trademarks. However, the following intellectual property is *excluded* from ownership by the SCHOOL under this Contract, absent further agreement with EMPLOYEE:
  - a. That which is developed without use of equipment, supplies, facilities or trade secret information of the SCHOOL, and EMPLOYEE can demonstrate was created in its entirety entirely on EMPLOYEE's own time, which also (a) does not relate (1) to the business of the SCHOOL; (2) to the SCHOOL's actual or demonstrably anticipated research or development; or (b) which does not result from work performed by EMPLOYEE for the SCHOOL. (See California Labor Code Section 2870).
2. *Protection.* The SCHOOL may, at its sole discretion and at its own expense, choose to seek, obtain, maintain, enforce, or forego any form of protection for intellectual property owned by it under this Agreement.
3. *Cooperation.* At the SCHOOL's expense, EMPLOYEE will cooperate with the SCHOOL to facilitate the provisions of this section of the Agreement, without limitation, through execution of assignments, execution of formal documents to support applications for intellectual property protection and providing testimony in litigation to enforce or defend the SCHOOL's intellectual property rights.

#### **K. PROPRIETARY PROPERTY**

The SCHOOL's proprietary property is the personal property of the SCHOOL and constitutes confidential trade secrets and curriculum, which comprises the substance of the SCHOOL's business. As part of the consideration for EMPLOYEE's employment and the compensation received from the SCHOOL, EMPLOYEE agrees at all times, both during or after termination of employment, except as necessary in the ordinary course of performing duties as an employee of the SCHOOL:

1. EMPLOYEE shall keep in the strictest confidence and trust all proprietary information.
2. EMPLOYEE shall not knowingly use, reproduce, disseminate, disclose, publish, or do anything related to any proprietary information or rights for any unauthorized purpose.

3. EMPLOYEE shall at all times during employment promptly advise the SCHOOL of any knowledge that employee may have of any unauthorized release or use of the SCHOOL's proprietary information.

"Proprietary Information" means information (a) that is not known by actual or potential competitors of the SCHOOL or is generally unavailable to the public, (b) that has been created, discovered, developed, or otherwise conveyed to the SCHOOL, and (c) that has material economic value or potential material economic value to the SCHOOL's present and future educational operations. "Proprietary Information" shall include trade secrets (as that term is defined under California Civil Code Section 3426.1) and all other discoveries, developments, designs, improvements, inventions, formulas, software programs, processes, techniques, know-how, data, research, techniques, technical data, and any modifications or enhancements of any of the foregoing, and all program, marketing, sales, or other financial or business information disclosed to employee by the SCHOOL.

#### **L. EVALUATION**

The SCHOOL shall evaluate and assess the performance of the EMPLOYEE in accordance with SCHOOL personnel policies, adopted evaluation procedures, and instructional expectations. Evaluation processes may include goal-setting meetings, instructional observations, coaching conversations, and/or summative evaluations as determined by the SCHOOL.

Performance may be assessed based on instructional effectiveness, professionalism, communication, reliability, collaboration, preparedness, adherence to SCHOOL policies, and fulfillment of assigned responsibilities.

#### **M. AT-WILL EMPLOYMENT**

EMPLOYEE understands that no promise of a specific term of employment has been made by the SCHOOL. All employment at the SCHOOL is at-will. Either the EMPLOYEE or the SCHOOL may terminate EMPLOYEE's employment at any time with or without cause and with or without advance notice.

EMPLOYEE may also be demoted or disciplined and the terms of his/her/their employment altered at any time, with or without cause, at the sole discretion of the SCHOOL.

No one other than the Board of the SCHOOL has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the term of this Agreement, and any such agreement must be in writing and must be signed by the Board of the SCHOOL and by the affected EMPLOYEE and must specifically state the intention to alter this "at-will" relationship.

No supervisor or representative of the SCHOOL has authority to enter into any agreement contrary to this at-will relationship except through a written agreement approved by the SCHOOL's Board.

#### **N. OUTSIDE EMPLOYMENT**

EMPLOYEE may engage in outside employment provided such employment does not interfere with the performance of duties, create a conflict of interest, or occur during scheduled work hours.

EMPLOYEE agrees to notify the SCHOOL of outside employment upon request. The SCHOOL reserves the right to address outside employment that conflicts with the EMPLOYEE's responsibilities or the SCHOOL's operations.

#### **O. NO TENURE**

During the term of this Agreement, EMPLOYEE understands that he/she/they will not acquire or accrue tenure or any employment rights with the SCHOOL.

#### **P. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE**

EMPLOYEE acknowledges and agrees to comply with all mandated reporter obligations under California law and SCHOOL policy.

## **Q. GENERAL PROVISIONS**

1. **Governing Law:** This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.
2. **Entire Agreement:** This Agreement, together with the exhibits, any documentation or information incorporated by reference and schedules hereto, constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior contemporaneous agreements or understandings, inducements or conditions, express implied, written or oral, between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the Agreement. The express terms of this Agreement control and supersede any course of performance or usage of the trade inconsistent with any of the terms of this Agreement.
3. **Modifications:** Any modifications or amendments of any of the terms and conditions of this Agreement must be expressly made by the parties hereto in writing.
4. **Severability:** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect, unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.
5. **Waiver of Breach:** The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.
6. **Assignment:** The rights and obligations of the respective parties under this Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.
7. **Attorneys' Fees:** In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, costs, expenses and disbursements incurred.

## **R. AGREEMENT TO ARBITRATE**

Any controversy, dispute or claim arising out of or relating to EMPLOYEE'S employment by the SCHOOL shall be settled through binding arbitration, pursuant to the SCHOOL'S Employer/Employee Arbitration Agreement, incorporated herein by reference (See Attached "Exhibit C").

## **S. ACCEPTANCE OF EMPLOYMENT**

By signing below, the EMPLOYEE declares as follows:

- a. I have read this Agreement and accept employment with the SCHOOL on the terms specified herein.
- b. All information I have provided to the SCHOOL related to my employment is true and accurate.
- c. I have received and reviewed the job description for this position and understand my job duties.
- d. I have received, reviewed and signed the SCHOOL Employer/Employee Arbitration Agreement.
- e. I have received and reviewed the SCHOOL calendar.
- f. I have received, reviewed and signed the Employee Handbook.
- g. I understand that employment-related disputes are subject to the SCHOOL's Arbitration Agreement.

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

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

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

\_\_\_\_\_

Telephone: \_\_\_\_\_

SCHOOL Approval: \_\_\_\_\_

Date \_\_\_\_\_

***This Employment Agreement is subject to ratification by the Governing Board of Vibrant Minds Charter School.***

**AT-WILL EMPLOYMENT AGREEMENT**

**Between**

**VIBRANT MINDS CHARTER SCHOOL**

**and**

**SARAH KANG**

THIS AT-WILL EMPLOYMENT AGREEMENT (“Agreement”) is entered into by and between the Board of Directors (“Board”) of Vibrant Minds Charter School (“SCHOOL” or “EMPLOYER”), operating a California public charter school in Orange County, approved by the Anaheim Elementary School District (the “District”) and the above-named employee (“EMPLOYEE”). EMPLOYER desires to hire EMPLOYEE who will assist SCHOOL in achieving the goals and meeting the requirements of the SCHOOL Charters. The Board desires to engage the services of the EMPLOYEE for purpose of assisting SCHOOL in implementing its purposes, policies, and procedures. The parties recognize that SCHOOL is generally exempt from the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992 or elsewhere in other applicable laws or regulations.

WHEREAS, the SCHOOL and EMPLOYEE wish to enter into an at-will employment relationship under the conditions set forth herein, the parties hereby agree as follows:

**A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT**

1. The SCHOOL has been established and operates pursuant to the Charter Schools Act of 1992, California Education Code section 47600, et seq. The SCHOOL’s charter is available to you on the SCHOOL’S website and can be provided to you separately as a PDF file at your request and is incorporated by reference herein. EMPLOYEE agrees to read and become familiar with the provisions of the SCHOOL’s charter and to act always in accordance with the educational mission, policies and procedures described therein. The SCHOOL has been duly approved by the Board of Education of the District.
2. EMPLOYEE understands that the SCHOOL is a separate legal entity from the District. The District is not liable for any debts or obligations of the SCHOOL, and EMPLOYEE expressly recognizes that he/she/they is being employed by the SCHOOL and not the District.
3. Pursuant to California Education Code (“Cal. Ed. Code”) section 47610, the SCHOOL must comply with all of the provisions set forth in its charter but is otherwise generally exempt from the laws governing school districts except as specified in the California Charter Schools Act, the SCHOOL’s charter or other relevant law.
4. The SCHOOL shall be deemed the exclusive public-school employer of the employees at the SCHOOL for purposes of California Government Code section 3540.1.

EMPLOYEE is willing and qualified to provide the services referenced above. The SCHOOL has need of the EMPLOYEE’s services and therefore desires to employ the EMPLOYEE. Employment terms are governed by this Agreement and the current SCHOOL charter, handbooks, policies, procedures, rules or regulations, as adopted and amended from time to time by the SCHOOL.

**B. DUTIES**

A copy of the job description for EMPLOYEE’s position as Certificated Teacher is incorporated by reference herein (See Attached “Exhibit A”). The duties set forth in that job description may be amended from time to time at the sole discretion of the SCHOOL. EMPLOYEE agrees that he/she/they shall at all times faithfully, industriously, and to the best of their ability, perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this Agreement by the accomplishment of:

1. Fulfilling the functions enumerated in the EMPLOYEE’s job description; and
2. Such other duties for which Employee is qualified to perform as assigned by the Board or the SCHOOL as necessary in the SCHOOL’s discretion and judgment to effectuate the purposes of this Agreement. The EMPLOYEE understands that the SCHOOL may assign additional duties and responsibilities reasonably related to the position, credential authorization, instructional program, and operational needs of the SCHOOL. Assignments may include changes in grade level, subject area, committee participation, school events, supervision duties, or other responsibilities necessary to support SCHOOL operations and student success. In addition, the EMPLOYEE shall attend all parent/teacher conferences, special education meetings at which the EMPLOYEE’s attendance is required or requested, any planned SCHOOL events, including any events in the morning prior to the beginning of the work day, in the evening after the work day has concluded or over the weekend and any and all training, professional development and/or planning sessions before or during the school year; and
3. Instructional staff may be required to submit lesson plans, instructional planning documents, pacing guides, assessment data, or other instructional materials in accordance with SCHOOL instructional systems and leadership expectations.
4. The EMPLOYEE will perform such duties as the SCHOOL may reasonably assign and will abide by all the SCHOOL’s policies and procedures as adopted and amended from time to time, including those policies and procedures set forth in the SCHOOL’s current Employee Handbook, incorporated herein by reference (See Attached “Exhibit B”), which may be amended from time to time at the sole discretion of the SCHOOL; and
5. EMPLOYEE will not render services in person or by electronic means, paid or otherwise for any other entity during contracted work hours with the SCHOOL; and
6. EMPLOYEE will conduct themselves in a respectful and responsible manner as a representative of the SCHOOL both on and off campus. EMPLOYEE will refrain from engaging in any inappropriate behavior, including but not limited to sexual relations, while on SCHOOL property. EMPLOYEE agrees to perform all duties in a professional manner and to comply with all SCHOOL policies regarding professional conduct, including maintaining appropriate professional boundaries with students at all times.
7. EMPLOYEE acknowledges that he/she/they are a mandated reporter under California law and agrees to comply with all required reporting obligations, including the duty to personally report suspected child abuse or neglect. EMPLOYEE further agrees to complete all required mandated reporter and child abuse prevention trainings.

**C. PROFESSIONAL EXPECTATIONS**

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**F. EMPLOYEE HANDBOOK AND POLICIES**

Employee agrees to abide by all policies and procedures of the SCHOOL, including those set forth in the Employee Handbook, as may be amended from time to time.

The Employee Handbook does not create a contract of employment and may be modified at the sole discretion of the SCHOOL.

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**G. TRAINING REQUIREMENTS**

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**H. QUALIFICATIONS**

EMPLOYEE understands that employment is contingent upon verification and maintenance of applicable licensure, credentials (compliant with ESSA, as applicable) and other legally required qualifications, including but not limited to fingerprint clearance from the California Department of Justice, employment verification pursuant to AB 2534, reference check, and tuberculosis screening or testing, where required. EMPLOYEE has a continuing duty to report any arrests or criminal charges to SCHOOL within one (1) business day.

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**I. WORK SCHEDULE**

The current SCHOOL calendar is incorporated by reference herein. The school year officially begins July 1, 2026, and concludes June 30, 2027. This may differ from an EMPLOYEE'S official start date, which may vary from year-to-year. An EMPLOYEE may be called upon to work prior to his/her/their official start date or after his/her/their official end date within the school year

Subject to earlier termination as an At-Will Employee and as provided in this Agreement, EMPLOYEE agrees to begin working on or about August 3, 2026, as specified in the SCHOOL calendar. Unless terminated earlier, this Agreement shall terminate automatically at midnight on the final day of the SCHOOL year as specified in the SCHOOL calendar, but no later than June 30, 2027. EMPLOYEE's day-to-day work schedule shall be consistent with the SCHOOL's schedule. Nothing in this paragraph or the employee's day-to-day work schedule shall alter EMPLOYEE's At-Will employee status.

EMPLOYEE understands that the one hundred ninety-one (191) workdays during a school year include paid professional development days and other required workdays, as specified in the SCHOOL calendar. EMPLOYEE may be required to work days prior to the start of student instruction and following the end of the instructional year, as indicated on the SCHOOL calendar, to fulfill all obligations of this Agreement.

Newly hired employees may be required to attend up to five (5) additional professional development and onboarding days prior to the start of the instructional year, for a total of up to one hundred ninety-six (196) contracted workdays.

As a minimum performance requirement, the work schedule for the EMPLOYEE shall be Monday through Friday, during regular school hours (approximately 8:00 a.m. through 3:30 p.m., with the exception of one day per week from 8:00 a.m. through 4:15 p.m. due to the Teacher Think Tank Sessions). Employees are expected to fulfill professional responsibilities associated with the position, which may periodically require attendance at meetings, conferences, professional development, school events, family engagement activities, or other assigned duties occurring outside the regular instructional day. Due to the professional responsibilities associated with this exempt position, actual work hours may periodically extend beyond the regular instructional day. As this position is exempt from overtime, additional duties of the EMPLOYEE may need to be performed outside of the daily work schedule. These additional duties include but are not limited to: Parent/Teacher Conferences, Community Events, Field Trips, Dances, and Student Events. Additional duties may take place on weekends and/or mornings and evenings, before/after the conclusion of the minimum work schedule hours noted above herein.

Employee understands that as a salaried exempt professional, duties may extend beyond the regular instructional day as necessary to fulfill the responsibilities of the position.

#### **J. INTELLECTUAL PROPERTY**

1. *Ownership.* All intellectual property developed by the SCHOOL or developed by EMPLOYEE while employed by SCHOOL under this Contract will be owned by the SCHOOL including, without limitation, works of authorship (e.g., writings, graphic designs and computer programs); inventions (whether tangible or intangible); and, trademarks. However, the following intellectual property is *excluded* from ownership by the SCHOOL under this Contract, absent further agreement with EMPLOYEE:
  - a. That which is developed without use of equipment, supplies, facilities or trade secret information of the SCHOOL, and EMPLOYEE can demonstrate was created in its entirety entirely on EMPLOYEE's own time, which also (a) does not relate (1) to the business of the SCHOOL; (2) to the SCHOOL's actual or demonstrably anticipated research or development; or (b) which does not result from work performed by EMPLOYEE for the SCHOOL. (See California Labor Code Section 2870).
2. *Protection.* The SCHOOL may, at its sole discretion and at its own expense, choose to seek, obtain, maintain, enforce, or forego any form of protection for intellectual property owned by it under this Agreement.
3. *Cooperation.* At the SCHOOL's expense, EMPLOYEE will cooperate with the SCHOOL to facilitate the provisions of this section of the Agreement, without limitation, through execution of assignments, execution of formal documents to support applications for intellectual property protection and providing testimony in litigation to enforce or defend the SCHOOL's intellectual property rights.

#### **K. PROPRIETARY PROPERTY**

The SCHOOL's proprietary property is the personal property of the SCHOOL and constitutes confidential trade secrets and curriculum, which comprises the substance of the SCHOOL's business. As part of the consideration for EMPLOYEE's employment and the compensation received from the SCHOOL, EMPLOYEE agrees at all times, both during or after termination of employment, except as necessary in the ordinary course of performing duties as an employee of the SCHOOL:

1. EMPLOYEE shall keep in the strictest confidence and trust all proprietary information.
2. EMPLOYEE shall not knowingly use, reproduce, disseminate, disclose, publish, or do anything related to any proprietary information or rights for any unauthorized purpose.

3. EMPLOYEE shall at all times during employment promptly advise the SCHOOL of any knowledge that employee may have of any unauthorized release or use of the SCHOOL's proprietary information.

"Proprietary Information" means information (a) that is not known by actual or potential competitors of the SCHOOL or is generally unavailable to the public, (b) that has been created, discovered, developed, or otherwise conveyed to the SCHOOL, and (c) that has material economic value or potential material economic value to the SCHOOL's present and future educational operations. "Proprietary Information" shall include trade secrets (as that term is defined under California Civil Code Section 3426.1) and all other discoveries, developments, designs, improvements, inventions, formulas, software programs, processes, techniques, know-how, data, research, techniques, technical data, and any modifications or enhancements of any of the foregoing, and all program, marketing, sales, or other financial or business information disclosed to employee by the SCHOOL.

**L. EVALUATION**

The SCHOOL shall evaluate and assess the performance of the EMPLOYEE in accordance with SCHOOL personnel policies, adopted evaluation procedures, and instructional expectations. Evaluation processes may include goal-setting meetings, instructional observations, coaching conversations, and/or summative evaluations as determined by the SCHOOL.

Performance may be assessed based on instructional effectiveness, professionalism, communication, reliability, collaboration, preparedness, adherence to SCHOOL policies, and fulfillment of assigned responsibilities.

**M. AT-WILL EMPLOYMENT**

EMPLOYEE understands that no promise of a specific term of employment has been made by the SCHOOL. All employment at the SCHOOL is at-will. Either the EMPLOYEE or the SCHOOL may terminate EMPLOYEE's employment at any time with or without cause and with or without advance notice.

EMPLOYEE may also be demoted or disciplined and the terms of his/her/their employment altered at any time, with or without cause, at the sole discretion of the SCHOOL.

No one other than the Board of the SCHOOL has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the term of this Agreement, and any such agreement must be in writing and must be signed by the Board of the SCHOOL and by the affected EMPLOYEE and must specifically state the intention to alter this "at-will" relationship.

No supervisor or representative of the SCHOOL has authority to enter into any agreement contrary to this at-will relationship except through a written agreement approved by the SCHOOL's Board.

**N. OUTSIDE EMPLOYMENT**

EMPLOYEE may engage in outside employment provided such employment does not interfere with the performance of duties, create a conflict of interest, or occur during scheduled work hours.

EMPLOYEE agrees to notify the SCHOOL of outside employment upon request. The SCHOOL reserves the right to address outside employment that conflicts with the EMPLOYEE's responsibilities or the SCHOOL's operations.

**O. NO TENURE**

During the term of this Agreement, EMPLOYEE understands that he/she/they will not acquire or accrue tenure or any employment rights with the SCHOOL.

**P. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE**

EMPLOYEE acknowledges and agrees to comply with all mandated reporter obligations under California law and SCHOOL policy.

## **Q. GENERAL PROVISIONS**

1. **Governing Law:** This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.
2. **Entire Agreement:** This Agreement, together with the exhibits, any documentation or information incorporated by reference and schedules hereto, constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior contemporaneous agreements or understandings, inducements or conditions, express implied, written or oral, between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the Agreement. The express terms of this Agreement control and supersede any course of performance or usage of the trade inconsistent with any of the terms of this Agreement.
3. **Modifications:** Any modifications or amendments of any of the terms and conditions of this Agreement must be expressly made by the parties hereto in writing.
4. **Severability:** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect, unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.
5. **Waiver of Breach:** The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.
6. **Assignment:** The rights and obligations of the respective parties under this Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.
7. **Attorneys' Fees:** In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, costs, expenses and disbursements incurred.

## **R. AGREEMENT TO ARBITRATE**

Any controversy, dispute or claim arising out of or relating to EMPLOYEE'S employment by the SCHOOL shall be settled through binding arbitration, pursuant to the SCHOOL'S Employer/Employee Arbitration Agreement, incorporated herein by reference (See Attached "Exhibit C").

## **S. ACCEPTANCE OF EMPLOYMENT**

By signing below, the EMPLOYEE declares as follows:

- a. I have read this Agreement and accept employment with the SCHOOL on the terms specified herein.
- b. All information I have provided to the SCHOOL related to my employment is true and accurate.
- c. I have received and reviewed the job description for this position and understand my job duties.
- d. I have received, reviewed and signed the SCHOOL Employer/Employee Arbitration Agreement.
- e. I have received and reviewed the SCHOOL calendar.
- f. I have received, reviewed and signed the Employee Handbook.
- g. I understand that employment-related disputes are subject to the SCHOOL's Arbitration Agreement.

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

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

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

\_\_\_\_\_

Telephone: \_\_\_\_\_

SCHOOL Approval: \_\_\_\_\_

Date \_\_\_\_\_

***This Employment Agreement is subject to ratification by the Governing Board of Vibrant Minds Charter School.***

2026 - 2027

**AT-WILL EMPLOYMENT AGREEMENT**

**Between**

**VIBRANT MINDS CHARTER SCHOOL**

**and**

**SARAH KANG**

THIS AT-WILL EMPLOYMENT AGREEMENT (“Agreement”) is entered into by and between the Board of Directors (“Board”) of Vibrant Minds Charter School (“SCHOOL” or “EMPLOYER”), operating a California public charter school in Orange County, approved by the Anaheim Elementary School District (the “District”) and the above-named employee (“EMPLOYEE”). EMPLOYER desires to hire EMPLOYEE who will assist SCHOOL in achieving the goals and meeting the requirements of the SCHOOL Charters. The Board desires to engage the services of the EMPLOYEE for purpose of assisting SCHOOL in implementing its purposes, policies, and procedures. The parties recognize that SCHOOL is generally exempt from the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992 or elsewhere in other applicable laws or regulations.

WHEREAS, the SCHOOL and EMPLOYEE wish to enter into an at-will employment relationship under the conditions set forth herein, the parties hereby agree as follows:

**A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT**

1. The SCHOOL has been established and operates pursuant to the Charter Schools Act of 1992, California Education Code section 47600, et seq. The SCHOOL’s charter is available to you on the SCHOOL’S website and can be provided to you separately as a PDF file at your request and is incorporated by reference herein. EMPLOYEE agrees to read and become familiar with the provisions of the SCHOOL’s charter and to act always in accordance with the educational mission, policies and procedures described therein. The SCHOOL has been duly approved by the Board of Education of the District.
2. EMPLOYEE understands that the SCHOOL is a separate legal entity from the District. The District is not liable for any debts or obligations of the SCHOOL, and EMPLOYEE expressly recognizes that he/she/they is being employed by the SCHOOL and not the District.
3. Pursuant to California Education Code (“Cal. Ed. Code”) section 47610, the SCHOOL must comply with all of the provisions set forth in its charter but is otherwise generally exempt from the laws governing school districts except as specified in the California Charter Schools Act, the SCHOOL’s charter or other relevant law.
4. The SCHOOL shall be deemed the exclusive public-school employer of the employees at the SCHOOL for purposes of California Government Code section 3540.1.

EMPLOYEE is willing and qualified to provide the services referenced above. The SCHOOL has need of the EMPLOYEE’s services and therefore desires to employ the EMPLOYEE. Employment terms are governed by this Agreement and the current SCHOOL charter, handbooks, policies, procedures, rules or regulations, as adopted and amended from time to time by the SCHOOL.

**B. DUTIES**

A copy of the job description for EMPLOYEE’s position as Certificated Teacher is incorporated by reference herein (See Attached “Exhibit A”). The duties set forth in that job description may be amended from time to time at the sole discretion of the SCHOOL. EMPLOYEE agrees that he/she/they shall at all times faithfully, industriously, and to the best of their ability, perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this Agreement by the accomplishment of:

1. Fulfilling the functions enumerated in the EMPLOYEE’s job description; and
2. Such other duties for which Employee is qualified to perform as assigned by the Board or the SCHOOL as necessary in the SCHOOL’s discretion and judgment to effectuate the purposes of this Agreement. The EMPLOYEE understands that the SCHOOL may assign additional duties and responsibilities reasonably related to the position, credential authorization, instructional program, and operational needs of the SCHOOL. Assignments may include changes in grade level, subject area, committee participation, school events, supervision duties, or other responsibilities necessary to support SCHOOL operations and student success. In addition, the EMPLOYEE shall attend all parent/teacher conferences, special education meetings at which the EMPLOYEE’s attendance is required or requested, any planned SCHOOL events, including any events in the morning prior to the beginning of the work day, in the evening after the work day has concluded or over the weekend and any and all training, professional development and/or planning sessions before or during the school year; and
3. Instructional staff may be required to submit lesson plans, instructional planning documents, pacing guides, assessment data, or other instructional materials in accordance with SCHOOL instructional systems and leadership expectations.
4. The EMPLOYEE will perform such duties as the SCHOOL may reasonably assign and will abide by all the SCHOOL’s policies and procedures as adopted and amended from time to time, including those policies and procedures set forth in the SCHOOL’s current Employee Handbook, incorporated herein by reference (See Attached “Exhibit B”), which may be amended from time to time at the sole discretion of the SCHOOL; and
5. EMPLOYEE will not render services in person or by electronic means, paid or otherwise for any other entity during contracted work hours with the SCHOOL; and
6. EMPLOYEE will conduct themselves in a respectful and responsible manner as a representative of the SCHOOL both on and off campus. EMPLOYEE will refrain from engaging in any inappropriate behavior, including but not limited to sexual relations, while on SCHOOL property. EMPLOYEE agrees to perform all duties in a professional manner and to comply with all SCHOOL policies regarding professional conduct, including maintaining appropriate professional boundaries with students at all times.
7. EMPLOYEE acknowledges that he/she/they are a mandated reporter under California law and agrees to comply with all required reporting obligations, including the duty to personally report suspected child abuse or neglect. EMPLOYEE further agrees to complete all required mandated reporter and child abuse prevention trainings.

**C. PROFESSIONAL EXPECTATIONS**

EMPLOYEE is expected to demonstrate professionalism through effective communication, reliability, preparedness, collaboration, adherence to SCHOOL policies, and timely completion of assigned responsibilities. EMPLOYEE is expected to maintain respectful and constructive interactions with colleagues, students, and families and contribute positively to a professional and student-centered work environment.

**D. COMPENSATION**

The SCHOOL will pay the EMPLOYEE a salary commensurate with the approved gross salary as specified herein. Compensation earned will be paid to EMPLOYEE on EMPLOYER’s regular paydays, subject to legally required withholdings and deductions and such other withholdings and deductions authorized by EMPLOYEE. If the EMPLOYEE fails to complete the Term of this Agreement for any reason whatsoever, EMPLOYEE is entitled to be paid the annual salary prorated to the amount of work actually performed.

EMPLOYEE shall receive an annual gross salary of \$62,452.00.

The pay/salary schedule may be augmented with the inclusion of a portion or all of COLA, depending upon the amount.

Employee benefits, including leave entitlements, shall be governed by the SCHOOL’s Employee Handbook and

applicable law.

**E. BENEFITS**

Certificated positions at SCHOOL designated as full-time will be entitled to participate in designated employee benefit programs and plans established by the SCHOOL from time to time for the benefit of its employees. This includes payments to the State Employees Retirement System (STRS) or other retirement benefit programs, health insurance, dental care insurance, and vision insurance (subject to program and eligibility requirements). This position does include these benefits.

EMPLOYEE will have no rights or entitlement under any District policy or procedure unless that policy or procedure has been adopted by EMPLOYER and specifically made applicable to EMPLOYEE by EMPLOYER. Notwithstanding the foregoing, EMPLOYEE will be covered by all applicable federal and state employment laws including those prohibiting discrimination or harassment in the workplace.

**F. EMPLOYEE HANDBOOK AND POLICIES**

Employee agrees to abide by all policies and procedures of the SCHOOL, including those set forth in the Employee Handbook, as may be amended from time to time.

The Employee Handbook does not create a contract of employment and may be modified at the sole discretion of the SCHOOL.

The SCHOOL reserves the right to interpret and apply its policies in compliance with applicable law.

**G. TRAINING REQUIREMENTS**

EMPLOYEE agrees to complete all required trainings within timelines established by the SCHOOL, including mandated reporter training, child abuse prevention training, safety training, and other compliance-related trainings.

**H. QUALIFICATIONS**

EMPLOYEE understands that employment is contingent upon verification and maintenance of applicable licensure, credentials (compliant with ESSA, as applicable) and other legally required qualifications, including but not limited to fingerprint clearance from the California Department of Justice, employment verification pursuant to AB 2534, reference check, and tuberculosis screening or testing, where required. EMPLOYEE has a continuing duty to report any arrests or criminal charges to SCHOOL within one (1) business day.

EMPLOYEE understands that employment is contingent upon EMPLOYEE obtaining a valid teaching credential at the EMPLOYEE's own expense unless otherwise agreed to in writing. EMPLOYEE understands EMPLOYEE is solely responsible for obtaining the required training, education and obtaining and filing with the proper entities the required documentation necessary to obtain and maintain a valid California teaching credential. This Agreement may be terminated at any time if EMPLOYEE fails to maintain a valid teaching credential (general education certificated assignment) or fails to obtain a valid teaching credential prior to the start of employment.

**I. WORK SCHEDULE**

The current SCHOOL calendar is incorporated by reference herein. The school year officially begins July 1, 2026, and concludes June 30, 2027. This may differ from an EMPLOYEE'S official start date, which may vary from year-to-year. An EMPLOYEE may be called upon to work prior to his/her/their official start date or after his/her/their official end date within the school year

Subject to earlier termination as an At-Will Employee and as provided in this Agreement, EMPLOYEE agrees to begin working on or about August 3, 2026, as specified in the SCHOOL calendar. Unless terminated earlier, this Agreement shall terminate automatically at midnight on the final day of the SCHOOL year as specified in the SCHOOL calendar, but no later than June 30, 2027. EMPLOYEE's day-to-day work schedule shall be consistent with the SCHOOL's schedule. Nothing in this paragraph or the employee's day-to-day work schedule shall alter EMPLOYEE's At-Will employee status.

EMPLOYEE understands that the one hundred ninety-one (191) workdays during a school year include paid professional development days and other required workdays, as specified in the SCHOOL calendar. EMPLOYEE may be required to work days prior to the start of student instruction and following the end of the instructional year, as indicated on the SCHOOL calendar, to fulfill all obligations of this Agreement.

Newly hired employees may be required to attend up to five (5) additional professional development and onboarding days prior to the start of the instructional year, for a total of up to one hundred ninety-six (196) contracted workdays.

As a minimum performance requirement, the work schedule for the EMPLOYEE shall be Monday through Friday, during regular school hours (approximately 8:00 a.m. through 3:30 p.m., with the exception of one day per week from 8:00 a.m. through 4:15 p.m. due to the Teacher Think Tank Sessions). Employees are expected to fulfill professional responsibilities associated with the position, which may periodically require attendance at meetings, conferences, professional development, school events, family engagement activities, or other assigned duties occurring outside the regular instructional day. Due to the professional responsibilities associated with this exempt position, actual work hours may periodically extend beyond the regular instructional day. As this position is exempt from overtime, additional duties of the EMPLOYEE may need to be performed outside of the daily work schedule. These additional duties include but are not limited to: Parent/Teacher Conferences, Community Events, Field Trips, Dances, and Student Events. Additional duties may take place on weekends and/or mornings and evenings, before/after the conclusion of the minimum work schedule hours noted above herein.

Employee understands that as a salaried exempt professional, duties may extend beyond the regular instructional day as necessary to fulfill the responsibilities of the position.

#### **J. INTELLECTUAL PROPERTY**

1. *Ownership.* All intellectual property developed by the SCHOOL or developed by EMPLOYEE while employed by SCHOOL under this Contract will be owned by the SCHOOL including, without limitation, works of authorship (e.g., writings, graphic designs and computer programs); inventions (whether tangible or intangible); and, trademarks. However, the following intellectual property is *excluded* from ownership by the SCHOOL under this Contract, absent further agreement with EMPLOYEE:
  - a. That which is developed without use of equipment, supplies, facilities or trade secret information of the SCHOOL, and EMPLOYEE can demonstrate was created in its entirety entirely on EMPLOYEE's own time, which also (a) does not relate (1) to the business of the SCHOOL; (2) to the SCHOOL's actual or demonstrably anticipated research or development; or (b) which does not result from work performed by EMPLOYEE for the SCHOOL. (See California Labor Code Section 2870).
2. *Protection.* The SCHOOL may, at its sole discretion and at its own expense, choose to seek, obtain, maintain, enforce, or forego any form of protection for intellectual property owned by it under this Agreement.
3. *Cooperation.* At the SCHOOL's expense, EMPLOYEE will cooperate with the SCHOOL to facilitate the provisions of this section of the Agreement, without limitation, through execution of assignments, execution of formal documents to support applications for intellectual property protection and providing testimony in litigation to enforce or defend the SCHOOL's intellectual property rights.

#### **K. PROPRIETARY PROPERTY**

The SCHOOL's proprietary property is the personal property of the SCHOOL and constitutes confidential trade secrets and curriculum, which comprises the substance of the SCHOOL's business. As part of the consideration for EMPLOYEE's employment and the compensation received from the SCHOOL, EMPLOYEE agrees at all times, both during or after termination of employment, except as necessary in the ordinary course of performing duties as an employee of the SCHOOL:

1. EMPLOYEE shall keep in the strictest confidence and trust all proprietary information.
2. EMPLOYEE shall not knowingly use, reproduce, disseminate, disclose, publish, or do anything related to any proprietary information or rights for any unauthorized purpose.

3. EMPLOYEE shall at all times during employment promptly advise the SCHOOL of any knowledge that employee may have of any unauthorized release or use of the SCHOOL's proprietary information.

"Proprietary Information" means information (a) that is not known by actual or potential competitors of the SCHOOL or is generally unavailable to the public, (b) that has been created, discovered, developed, or otherwise conveyed to the SCHOOL, and (c) that has material economic value or potential material economic value to the SCHOOL's present and future educational operations. "Proprietary Information" shall include trade secrets (as that term is defined under California Civil Code Section 3426.1) and all other discoveries, developments, designs, improvements, inventions, formulas, software programs, processes, techniques, know-how, data, research, techniques, technical data, and any modifications or enhancements of any of the foregoing, and all program, marketing, sales, or other financial or business information disclosed to employee by the SCHOOL.

**L. EVALUATION**

The SCHOOL shall evaluate and assess the performance of the EMPLOYEE in accordance with SCHOOL personnel policies, adopted evaluation procedures, and instructional expectations. Evaluation processes may include goal-setting meetings, instructional observations, coaching conversations, and/or summative evaluations as determined by the SCHOOL.

Performance may be assessed based on instructional effectiveness, professionalism, communication, reliability, collaboration, preparedness, adherence to SCHOOL policies, and fulfillment of assigned responsibilities.

**M. AT-WILL EMPLOYMENT**

EMPLOYEE understands that no promise of a specific term of employment has been made by the SCHOOL. All employment at the SCHOOL is at-will. Either the EMPLOYEE or the SCHOOL may terminate EMPLOYEE's employment at any time with or without cause and with or without advance notice.

EMPLOYEE may also be demoted or disciplined and the terms of his/her/their employment altered at any time, with or without cause, at the sole discretion of the SCHOOL.

No one other than the Board of the SCHOOL has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the term of this Agreement, and any such agreement must be in writing and must be signed by the Board of the SCHOOL and by the affected EMPLOYEE and must specifically state the intention to alter this "at-will" relationship.

No supervisor or representative of the SCHOOL has authority to enter into any agreement contrary to this at-will relationship except through a written agreement approved by the SCHOOL's Board.

**N. OUTSIDE EMPLOYMENT**

EMPLOYEE may engage in outside employment provided such employment does not interfere with the performance of duties, create a conflict of interest, or occur during scheduled work hours.

EMPLOYEE agrees to notify the SCHOOL of outside employment upon request. The SCHOOL reserves the right to address outside employment that conflicts with the EMPLOYEE's responsibilities or the SCHOOL's operations.

**O. NO TENURE**

During the term of this Agreement, EMPLOYEE understands that he/she/they will not acquire or accrue tenure or any employment rights with the SCHOOL.

**P. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE**

EMPLOYEE acknowledges and agrees to comply with all mandated reporter obligations under California law and SCHOOL policy.

**Q. GENERAL PROVISIONS**

1. **Governing Law:** This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.
2. **Entire Agreement:** This Agreement, together with the exhibits, any documentation or information incorporated by reference and schedules hereto, constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior contemporaneous agreements or understandings, inducements or conditions, express implied, written or oral, between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the Agreement. The express terms of this Agreement control and supersede any course of performance or usage of the trade inconsistent with any of the terms of this Agreement.
3. **Modifications:** Any modifications or amendments of any of the terms and conditions of this Agreement must be expressly made by the parties hereto in writing.
4. **Severability:** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect, unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.
5. **Waiver of Breach:** The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.
6. **Assignment:** The rights and obligations of the respective parties under this Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.
7. **Attorneys' Fees:** In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, costs, expenses and disbursements incurred.

**R. AGREEMENT TO ARBITRATE**

Any controversy, dispute or claim arising out of or relating to EMPLOYEE'S employment by the SCHOOL shall be settled through binding arbitration, pursuant to the SCHOOL'S Employer/Employee Arbitration Agreement, incorporated herein by reference (See Attached "Exhibit C").

**S. ACCEPTANCE OF EMPLOYMENT**

By signing below, the EMPLOYEE declares as follows:

- a. I have read this Agreement and accept employment with the SCHOOL on the terms specified herein.
- b. All information I have provided to the SCHOOL related to my employment is true and accurate.
- c. I have received and reviewed the job description for this position and understand my job duties.
- d. I have received, reviewed and signed the SCHOOL Employer/Employee Arbitration Agreement.
- e. I have received and reviewed the SCHOOL calendar.
- f. I have received, reviewed and signed the Employee Handbook.
- g. I understand that employment-related disputes are subject to the SCHOOL's Arbitration Agreement.

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

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

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

\_\_\_\_\_

Telephone: \_\_\_\_\_

SCHOOL Approval: \_\_\_\_\_

Date \_\_\_\_\_

***This Employment Agreement is subject to ratification by the Governing Board of Vibrant Minds Charter School.***

**AT-WILL EMPLOYMENT AGREEMENT**

**Between**

**VIBRANT MINDS CHARTER SCHOOL**

**and**

**SAMANTHA SHAN**

THIS AT-WILL EMPLOYMENT AGREEMENT (“Agreement”) is entered into by and between the Board of Directors (“Board”) of Vibrant Minds Charter School (“SCHOOL” or “EMPLOYER”), operating a California public charter school in Orange County, approved by the Anaheim Elementary School District (the “District”) and the above-named employee (“EMPLOYEE”). EMPLOYER desires to hire EMPLOYEE who will assist SCHOOL in achieving the goals and meeting the requirements of the SCHOOL Charters. The Board desires to engage the services of the EMPLOYEE for purpose of assisting SCHOOL in implementing its purposes, policies, and procedures. The parties recognize that SCHOOL is generally exempt from the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992 or elsewhere in other applicable laws or regulations.

WHEREAS, the SCHOOL and EMPLOYEE wish to enter into an at-will employment relationship under the conditions set forth herein, the parties hereby agree as follows:

**A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT**

1. The SCHOOL has been established and operates pursuant to the Charter Schools Act of 1992, California Education Code section 47600, et seq. The SCHOOL’s charter is available to you on the SCHOOL’S website and can be provided to you separately as a PDF file at your request and is incorporated by reference herein. EMPLOYEE agrees to read and become familiar with the provisions of the SCHOOL’s charter and to act always in accordance with the educational mission, policies and procedures described therein. The SCHOOL has been duly approved by the Board of Education of the District.
2. EMPLOYEE understands that the SCHOOL is a separate legal entity from the District. The District is not liable for any debts or obligations of the SCHOOL, and EMPLOYEE expressly recognizes that he/she/they is being employed by the SCHOOL and not the District.
3. Pursuant to California Education Code (“Cal. Ed. Code”) section 47610, the SCHOOL must comply with all of the provisions set forth in its charter but is otherwise generally exempt from the laws governing school districts except as specified in the California Charter Schools Act, the SCHOOL’s charter or other relevant law.
4. The SCHOOL shall be deemed the exclusive public-school employer of the employees at the SCHOOL for purposes of California Government Code section 3540.1.

EMPLOYEE is willing and qualified to provide the services referenced above. The SCHOOL has need of the EMPLOYEE’s services and therefore desires to employ the EMPLOYEE. Employment terms are governed by this Agreement and the current SCHOOL charter, handbooks, policies, procedures, rules or regulations, as adopted and amended from time to time by the SCHOOL.

**B. DUTIES**

A copy of the job description for EMPLOYEE’s position as Certificated Teacher is incorporated by reference herein (See Attached “Exhibit A”). The duties set forth in that job description may be amended from time to time at the sole discretion of the SCHOOL. EMPLOYEE agrees that he/she/they shall at all times faithfully, industriously, and to the best of their ability, perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this Agreement by the accomplishment of:

1. Fulfilling the functions enumerated in the EMPLOYEE’s job description; and
2. Such other duties for which Employee is qualified to perform as assigned by the Board or the SCHOOL as necessary in the SCHOOL’s discretion and judgment to effectuate the purposes of this Agreement. The EMPLOYEE understands that the SCHOOL may assign additional duties and responsibilities reasonably related to the position, credential authorization, instructional program, and operational needs of the SCHOOL. Assignments may include changes in grade level, subject area, committee participation, school events, supervision duties, or other responsibilities necessary to support SCHOOL operations and student success. In addition, the EMPLOYEE shall attend all parent/teacher conferences, special education meetings at which the EMPLOYEE’s attendance is required or requested, any planned SCHOOL events, including any events in the morning prior to the beginning of the work day, in the evening after the work day has concluded or over the weekend and any and all training, professional development and/or planning sessions before or during the school year; and
3. Instructional staff may be required to submit lesson plans, instructional planning documents, pacing guides, assessment data, or other instructional materials in accordance with SCHOOL instructional systems and leadership expectations.
4. The EMPLOYEE will perform such duties as the SCHOOL may reasonably assign and will abide by all the SCHOOL’s policies and procedures as adopted and amended from time to time, including those policies and procedures set forth in the SCHOOL’s current Employee Handbook, incorporated herein by reference (See Attached “Exhibit B”), which may be amended from time to time at the sole discretion of the SCHOOL; and
5. EMPLOYEE will not render services in person or by electronic means, paid or otherwise for any other entity during contracted work hours with the SCHOOL; and
6. EMPLOYEE will conduct themselves in a respectful and responsible manner as a representative of the SCHOOL both on and off campus. EMPLOYEE will refrain from engaging in any inappropriate behavior, including but not limited to sexual relations, while on SCHOOL property. EMPLOYEE agrees to perform all duties in a professional manner and to comply with all SCHOOL policies regarding professional conduct, including maintaining appropriate professional boundaries with students at all times.
7. EMPLOYEE acknowledges that he/she/they are a mandated reporter under California law and agrees to comply with all required reporting obligations, including the duty to personally report suspected child abuse or neglect. EMPLOYEE further agrees to complete all required mandated reporter and child abuse prevention trainings.

**C. PROFESSIONAL EXPECTATIONS**

EMPLOYEE is expected to demonstrate professionalism through effective communication, reliability, preparedness, collaboration, adherence to SCHOOL policies, and timely completion of assigned responsibilities. EMPLOYEE is expected to maintain respectful and constructive interactions with colleagues, students, and families and contribute positively to a professional and student-centered work environment.

**D. COMPENSATION**

The SCHOOL will pay the EMPLOYEE a salary commensurate with the approved gross salary as specified herein. Compensation earned will be paid to EMPLOYEE on EMPLOYER’s regular paydays, subject to legally required withholdings and deductions and such other withholdings and deductions authorized by EMPLOYEE. If the EMPLOYEE fails to complete the Term of this Agreement for any reason whatsoever, EMPLOYEE is entitled to be paid the annual salary prorated to the amount of work actually performed.

EMPLOYEE shall receive an annual gross salary of \$68,000.00.

The pay/salary schedule may be augmented with the inclusion of a portion or all of COLA, depending upon the amount.

Employee benefits, including leave entitlements, shall be governed by the SCHOOL’s Employee Handbook and

applicable law.

**E. BENEFITS**

Certificated positions at SCHOOL designated as full-time will be entitled to participate in designated employee benefit programs and plans established by the SCHOOL from time to time for the benefit of its employees. This includes payments to the State Employees Retirement System (STRS) or other retirement benefit programs, health insurance, dental care insurance, and vision insurance (subject to program and eligibility requirements). This position does include these benefits.

EMPLOYEE will have no rights or entitlement under any District policy or procedure unless that policy or procedure has been adopted by EMPLOYER and specifically made applicable to EMPLOYEE by EMPLOYER. Notwithstanding the foregoing, EMPLOYEE will be covered by all applicable federal and state employment laws including those prohibiting discrimination or harassment in the workplace.

**F. EMPLOYEE HANDBOOK AND POLICIES**

Employee agrees to abide by all policies and procedures of the SCHOOL, including those set forth in the Employee Handbook, as may be amended from time to time.

The Employee Handbook does not create a contract of employment and may be modified at the sole discretion of the SCHOOL.

The SCHOOL reserves the right to interpret and apply its policies in compliance with applicable law.

**G. TRAINING REQUIREMENTS**

EMPLOYEE agrees to complete all required trainings within timelines established by the SCHOOL, including mandated reporter training, child abuse prevention training, safety training, and other compliance-related trainings.

**H. QUALIFICATIONS**

EMPLOYEE understands that employment is contingent upon verification and maintenance of applicable licensure, credentials (compliant with ESSA, as applicable) and other legally required qualifications, including but not limited to fingerprint clearance from the California Department of Justice, employment verification pursuant to AB 2534, reference check, and tuberculosis screening or testing, where required. EMPLOYEE has a continuing duty to report any arrests or criminal charges to SCHOOL within one (1) business day.

EMPLOYEE understands that employment is contingent upon EMPLOYEE obtaining a valid teaching credential at the EMPLOYEE's own expense unless otherwise agreed to in writing. EMPLOYEE understands EMPLOYEE is solely responsible for obtaining the required training, education and obtaining and filing with the proper entities the required documentation necessary to obtain and maintain a valid California teaching credential. This Agreement may be terminated at any time if EMPLOYEE fails to maintain a valid teaching credential (general education certificated assignment) or fails to obtain a valid teaching credential prior to the start of employment.

**I. WORK SCHEDULE**

The current SCHOOL calendar is incorporated by reference herein. The school year officially begins July 1, 2026, and concludes June 30, 2027. This may differ from an EMPLOYEE'S official start date, which may vary from year-to-year. An EMPLOYEE may be called upon to work prior to his/her/their official start date or after his/her/their official end date within the school year

Subject to earlier termination as an At-Will Employee and as provided in this Agreement, EMPLOYEE agrees to begin working on or about August 3, 2026, as specified in the SCHOOL calendar. Unless terminated earlier, this Agreement shall terminate automatically at midnight on the final day of the SCHOOL year as specified in the SCHOOL calendar, but no later than June 30, 2027. EMPLOYEE's day-to-day work schedule shall be consistent with the SCHOOL's schedule. Nothing in this paragraph or the employee's day-to-day work schedule shall alter EMPLOYEE's At-Will employee status.

EMPLOYEE understands that the one hundred ninety-one (191) workdays during a school year include paid professional development days and other required workdays, as specified in the SCHOOL calendar. EMPLOYEE may be required to work days prior to the start of student instruction and following the end of the instructional year, as indicated on the SCHOOL calendar, to fulfill all obligations of this Agreement.

Newly hired employees may be required to attend up to five (5) additional professional development and onboarding days prior to the start of the instructional year, for a total of up to one hundred ninety-six (196) contracted workdays.

As a minimum performance requirement, the work schedule for the EMPLOYEE shall be Monday through Friday, during regular school hours (approximately 8:00 a.m. through 3:30 p.m., with the exception of one day per week from 8:00 a.m. through 4:15 p.m. due to the Teacher Think Tank Sessions). Employees are expected to fulfill professional responsibilities associated with the position, which may periodically require attendance at meetings, conferences, professional development, school events, family engagement activities, or other assigned duties occurring outside the regular instructional day. Due to the professional responsibilities associated with this exempt position, actual work hours may periodically extend beyond the regular instructional day. As this position is exempt from overtime, additional duties of the EMPLOYEE may need to be performed outside of the daily work schedule. These additional duties include but are not limited to: Parent/Teacher Conferences, Community Events, Field Trips, Dances, and Student Events. Additional duties may take place on weekends and/or mornings and evenings, before/after the conclusion of the minimum work schedule hours noted above herein.

Employee understands that as a salaried exempt professional, duties may extend beyond the regular instructional day as necessary to fulfill the responsibilities of the position.

#### **J. INTELLECTUAL PROPERTY**

1. *Ownership.* All intellectual property developed by the SCHOOL or developed by EMPLOYEE while employed by SCHOOL under this Contract will be owned by the SCHOOL including, without limitation, works of authorship (e.g., writings, graphic designs and computer programs); inventions (whether tangible or intangible); and, trademarks. However, the following intellectual property is *excluded* from ownership by the SCHOOL under this Contract, absent further agreement with EMPLOYEE:
  - a. That which is developed without use of equipment, supplies, facilities or trade secret information of the SCHOOL, and EMPLOYEE can demonstrate was created in its entirety entirely on EMPLOYEE's own time, which also (a) does not relate (1) to the business of the SCHOOL; (2) to the SCHOOL's actual or demonstrably anticipated research or development; or (b) which does not result from work performed by EMPLOYEE for the SCHOOL. (See California Labor Code Section 2870).
2. *Protection.* The SCHOOL may, at its sole discretion and at its own expense, choose to seek, obtain, maintain, enforce, or forego any form of protection for intellectual property owned by it under this Agreement.
3. *Cooperation.* At the SCHOOL's expense, EMPLOYEE will cooperate with the SCHOOL to facilitate the provisions of this section of the Agreement, without limitation, through execution of assignments, execution of formal documents to support applications for intellectual property protection and providing testimony in litigation to enforce or defend the SCHOOL's intellectual property rights.

#### **K. PROPRIETARY PROPERTY**

The SCHOOL's proprietary property is the personal property of the SCHOOL and constitutes confidential trade secrets and curriculum, which comprises the substance of the SCHOOL's business. As part of the consideration for EMPLOYEE's employment and the compensation received from the SCHOOL, EMPLOYEE agrees at all times, both during or after termination of employment, except as necessary in the ordinary course of performing duties as an employee of the SCHOOL:

1. EMPLOYEE shall keep in the strictest confidence and trust all proprietary information.
2. EMPLOYEE shall not knowingly use, reproduce, disseminate, disclose, publish, or do anything related to any proprietary information or rights for any unauthorized purpose.

3. EMPLOYEE shall at all times during employment promptly advise the SCHOOL of any knowledge that employee may have of any unauthorized release or use of the SCHOOL's proprietary information.

"Proprietary Information" means information (a) that is not known by actual or potential competitors of the SCHOOL or is generally unavailable to the public, (b) that has been created, discovered, developed, or otherwise conveyed to the SCHOOL, and (c) that has material economic value or potential material economic value to the SCHOOL's present and future educational operations. "Proprietary Information" shall include trade secrets (as that term is defined under California Civil Code Section 3426.1) and all other discoveries, developments, designs, improvements, inventions, formulas, software programs, processes, techniques, know-how, data, research, techniques, technical data, and any modifications or enhancements of any of the foregoing, and all program, marketing, sales, or other financial or business information disclosed to employee by the SCHOOL.

**L. EVALUATION**

The SCHOOL shall evaluate and assess the performance of the EMPLOYEE in accordance with SCHOOL personnel policies, adopted evaluation procedures, and instructional expectations. Evaluation processes may include goal-setting meetings, instructional observations, coaching conversations, and/or summative evaluations as determined by the SCHOOL.

Performance may be assessed based on instructional effectiveness, professionalism, communication, reliability, collaboration, preparedness, adherence to SCHOOL policies, and fulfillment of assigned responsibilities.

**M. AT-WILL EMPLOYMENT**

EMPLOYEE understands that no promise of a specific term of employment has been made by the SCHOOL. All employment at the SCHOOL is at-will. Either the EMPLOYEE or the SCHOOL may terminate EMPLOYEE's employment at any time with or without cause and with or without advance notice.

EMPLOYEE may also be demoted or disciplined and the terms of his/her/their employment altered at any time, with or without cause, at the sole discretion of the SCHOOL.

No one other than the Board of the SCHOOL has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the term of this Agreement, and any such agreement must be in writing and must be signed by the Board of the SCHOOL and by the affected EMPLOYEE and must specifically state the intention to alter this "at-will" relationship.

No supervisor or representative of the SCHOOL has authority to enter into any agreement contrary to this at-will relationship except through a written agreement approved by the SCHOOL's Board.

**N. OUTSIDE EMPLOYMENT**

EMPLOYEE may engage in outside employment provided such employment does not interfere with the performance of duties, create a conflict of interest, or occur during scheduled work hours.

EMPLOYEE agrees to notify the SCHOOL of outside employment upon request. The SCHOOL reserves the right to address outside employment that conflicts with the EMPLOYEE's responsibilities or the SCHOOL's operations.

**O. NO TENURE**

During the term of this Agreement, EMPLOYEE understands that he/she/they will not acquire or accrue tenure or any employment rights with the SCHOOL.

**P. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE**

EMPLOYEE acknowledges and agrees to comply with all mandated reporter obligations under California law and SCHOOL policy.

## **Q. GENERAL PROVISIONS**

1. **Governing Law:** This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.
2. **Entire Agreement:** This Agreement, together with the exhibits, any documentation or information incorporated by reference and schedules hereto, constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior contemporaneous agreements or understandings, inducements or conditions, express implied, written or oral, between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the Agreement. The express terms of this Agreement control and supersede any course of performance or usage of the trade inconsistent with any of the terms of this Agreement.
3. **Modifications:** Any modifications or amendments of any of the terms and conditions of this Agreement must be expressly made by the parties hereto in writing.
4. **Severability:** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect, unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.
5. **Waiver of Breach:** The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.
6. **Assignment:** The rights and obligations of the respective parties under this Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.
7. **Attorneys' Fees:** In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, costs, expenses and disbursements incurred.

## **R. AGREEMENT TO ARBITRATE**

Any controversy, dispute or claim arising out of or relating to EMPLOYEE'S employment by the SCHOOL shall be settled through binding arbitration, pursuant to the SCHOOL'S Employer/Employee Arbitration Agreement, incorporated herein by reference (See Attached "Exhibit C").

## **S. ACCEPTANCE OF EMPLOYMENT**

By signing below, the EMPLOYEE declares as follows:

- a. I have read this Agreement and accept employment with the SCHOOL on the terms specified herein.
- b. All information I have provided to the SCHOOL related to my employment is true and accurate.
- c. I have received and reviewed the job description for this position and understand my job duties.
- d. I have received, reviewed and signed the SCHOOL Employer/Employee Arbitration Agreement.
- e. I have received and reviewed the SCHOOL calendar.
- f. I have received, reviewed and signed the Employee Handbook.
- g. I understand that employment-related disputes are subject to the SCHOOL's Arbitration Agreement.

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

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

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

\_\_\_\_\_

Telephone: \_\_\_\_\_

SCHOOL Approval: \_\_\_\_\_

Date \_\_\_\_\_

***This Employment Agreement is subject to ratification by the Governing Board of Vibrant Minds Charter School.***

## ARBITRATION AGREEMENT

This ARBITRATION AGREEMENT (“Agreement”) is made by and between Vibrant Minds Charter School (“Vibrant Minds”) and \_\_\_\_\_ (“Employee”). The purpose of this Agreement is to establish final and binding arbitration for all disputes arising out of Employee’s relationship with Vibrant Minds from the inception of the employment relationship, including, but not limited to, Employee’s employment or the termination of Employee’s employment, to the fullest extent permitted by applicable law. Employee and Vibrant Minds desire to arbitrate their disputes on the terms and conditions set forth below to gain the benefits of a speedy, impartial dispute-resolution procedure, and pursuant to the Federal Arbitration Act (“FAA”). Employee and Vibrant Minds agree to the following:

1. Claims Covered by the Agreement.

1.1 Employee and Vibrant Minds both agree to exclusively and finally resolve by binding arbitration **any and all claims or controversies** (“claims”) that Vibrant Minds may have against Employee or that Employee may have against Vibrant Minds or against its past, present, or future predecessors, successors, assigns, affiliates, parent and subsidiary companies, joint ventures, pension or benefit plans, administrators, vendors, contractors, and their respective past, present, or future officers, directors, employees, stockholders, representatives, managers, members, partners, partnerships, agents, guests, parents, students, clients, suppliers, vendors, educational advisors, business advisors, financial advisors, attorneys, and accountants, insurers, and indemnitees (collectively, “Vibrant Minds”), relating to, resulting from, or in any way arising out of this Agreement or the enforcement, interpretation or validity of this Agreement, including the determination of the scope or applicability of this Agreement, any aspect of Employee’s relationship with Vibrant Minds, any aspect of Employee’s employment relationship with Vibrant Minds (pre-hire through post-termination), and/or the termination of Employee’s employment relationship with Vibrant Minds, and/or any act or omission between Employee and Vibrant Minds to the extent permitted by law. **This Agreement does not cover any claim, cause of action, or actions pursuant to workers’ compensation laws, unemployment insurance benefits with the Employment Development Department, or any other dispute if an agreement to arbitrate such a dispute is prohibited by law.** Further, nothing in this Agreement precludes Employee from pursuing any administrative agency claims, including, but not limited to, claims with the Civil Rights Division, the Equal Employment Opportunity Commission, the Division of Labor Standards Enforcement, the Department of Labor, and/or the California Public Employment Relations Board.

1.2 The scope of this Agreement is intended to be broad and comprehensive and includes, without limitation, claims for wages or other compensation, including reimbursements, due; claims for penalties or premiums; claims for violations of the California Labor Code; claims for breach of any contract or covenant (express or implied); tort claims (including, but not limited to, those relating to performance or reputation); claims for discrimination, harassment, and/or retaliation (including, but not limited to, 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, or any other consideration made unlawful by federal, state or local laws, ordinances, or regulations); claims for violation of any leaves of absence or accommodations laws; claims for wrongful termination or whistleblowing; claims for benefits (except where an employee benefit or pension plan specifies that its claims procedure shall culminate in an arbitration procedure different from this one); claims for violation of trade secret, proprietary, or confidential information laws; claims for unfair business practices; claims for invasion of privacy; and claims for violation of any public policy, federal, state, or other governmental law, statute, regulation, or ordinance.

1.3 To the fullest extent permitted by law, Vibrant Minds and Employee agree that for any claim brought on an individual basis, including under the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”), any such dispute shall be resolved in arbitration on an individual basis (*i.e.*, to resolve whether Employee has personally been aggrieved or subject to any violations of law). To the extent there are any PAGA claims to be litigated in a court of competent jurisdiction, including any representative claims, the Vibrant Minds and Employee agree that litigation of those claims shall be stayed pending the outcome of any individual claims in arbitration, regardless of which claims or actions were filed first. If any provision of this section is found to be unenforceable or unlawful for any reason, the unenforceable provision shall be severed from this arbitration provision and severance of the unenforceable provision shall have no impact whatsoever on the Agreement as a whole, which shall remain enforceable as to all other terms.

## 2. Arbitration Procedures.

2.1 Required Notice of Claims and Statute of Limitations. Employee may initiate arbitration by serving or mailing a written notice to the Chief Executive Officer of Vibrant Minds at Vibrant Minds principal place of business. Vibrant Minds may initiate arbitration by serving or mailing a written notice to Employee at the last address recorded in Employee’s personnel file. The written notice must specify with reasonable particularity the claims asserted against the other party. Notice of any claim sought to be arbitrated must be served within the limitations period established by applicable federal or state law. After demand for arbitration has been made by serving written notice, the party demanding arbitration shall file a demand for arbitration with the Office of JAMS located within 50 miles of (i) the last address recorded in Employee’s personnel file or (ii) the JAMS closest to the last Vibrant Minds worksite with which Employee most regularly communicated, whichever is closer. The location of the arbitration is determined in accordance with Section 2.8. Applicable law is determined in accordance with Section 2.6.

2.2 Selection of Arbitration and Applicable Rules. The arbitrator shall be selected within sixty (60) days of the party initiating arbitration under Section 2.1 from the panel of JAMS and the arbitration shall be conducted pursuant to JAMS policies and procedures. Except as provided herein, all rules governing the arbitration shall be the then-applicable rules set forth by JAMS. If the dispute is employment-related, the dispute shall be governed by JAMS’s then-current version of the national rules for the resolution of employment disputes, with the exception that discovery and motions for summary judgment will be governed by Sections 2.3 and 2.4 of this Agreement. JAMS’s then-applicable rules governing the arbitration may be obtained from JAMS’s website, which currently is [www.jamsadr.com](http://www.jamsadr.com).

2.3 Discovery and Motions. The parties shall be entitled to engage in all types of discovery (e.g., depositions, interrogatories, request for production of documents, etc.) regarding and relevant to the subject matter of the dispute submitted to arbitration pursuant to the Federal Rules of Civil Procedure (“FRCP”), including but not limited to, FRCP 26. A copy of the FRCP may be obtained from the website of the United States Courts, which is currently <http://www.uscourts.gov/rules-policies/current-rules-practice-procedure/federal-rules-civil-procedure>. The arbitrator is authorized to rule on discovery motions brought under the FRCP. All discovery must be completed no later than twenty (20) days prior to the date set for the arbitration hearing; provided, however, that no discovery may be initiated until after the dispute has been formally submitted to arbitration and an arbitrator has been mutually agreed-upon.

2.4 Dispositive Motions. Either party may file a motion for summary judgment with the arbitrator in accordance with Rule 56 of the FRCP.

- 2.5 Offers Of Judgment. Either party may serve an offer of judgment consistent with the FRCP.
- 2.6 Applicable Law and Arbitrator Authority. The arbitrator shall apply the substantive law (and the law of remedies, if applicable) of the state in which the claim arose, or federal law, or both, as applicable to the claim(s) asserted. **The arbitrator shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Agreement, including, but not limited to, any claim that all or any part of this Agreement is void or voidable.**

\_\_\_\_\_(Employee's Initials Acknowledging Arbitrator's Exclusive Authority)

- 2.7 Arbitration Decision. The arbitrator's decision will be final and binding. The arbitrator shall issue a written arbitration decision revealing the essential findings and conclusions upon which the decision and/or award is based within thirty (30) calendar days after the hearing's completion. A party's right to appeal the decision is limited to grounds provided under applicable federal or state law.
- 2.8 Place of Arbitration. The arbitration shall take place at a mutually convenient location (preference shall be provided to a JAMS office) that must be within fifty (50) miles of Employee's last known address with Vibrant Minds. If the parties cannot agree upon a location, or if a JAMS office is not within fifty (50) miles of Employee's last known address with Vibrant Minds, then the arbitration shall be held at the JAMS office closest to the last Vibrant Minds worksite with which Employee most regularly communicated. If Employee worked remotely, then the arbitration shall be held at the JAMS office closest to Vibrant Minds worksite where Employee was "assigned," even though Employee did not physically work at the worksite.
3. Application for Emergency Injunctive and/or Other Equitable Relief. Claims by Vibrant Minds or Employee for emergency injunctive and/or other equitable relief relating to unfair competition and/or the use and/or unauthorized disclosure of trade secrets or confidential information shall be submitted to JAMS for emergency treatment. The parties agree that the JAMS administrator may select a neutral hearing officer (subject to conflicts) to hear the emergency request only. The hearing officer should be experienced in considering requests for emergency injunctive and/or other equitable relief. The hearing officer shall conform his/her consideration and ruling with the applicable legal standards as if this matter were heard in a court of law in the applicable jurisdiction for such a dispute.
4. Severability. Should any portion of this Agreement be found unenforceable, such portion will be severed from this Agreement, and the remaining portions shall continue to be enforceable.
5. Effective Date. This Agreement is retroactively effective to the date that Employee's employment with Vibrant Minds initially began. This Agreement to arbitrate shall survive the termination of Employee's employment.
6. Construction. This Agreement shall be construed and enforced pursuant to the FAA. The Arbitrator, and not any federal, state, or local court or agency, shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Agreement, including, but not limited to, any claim that all or any part of this Agreement is void or voidable. Any disputes regarding the enforceability or validity of this Agreement or any of its provisions shall be resolved as if the arbitrator or other decision-maker, if any, is acting as a federal district court judge applying the FAA and its precedent.

\_\_\_\_\_(Employee's Initials Acknowledging the FAA)

7. Consideration. For employees who are currently employed, Vibrant Minds offer to make Employee eligible for promotions, raises, bonuses, gifts and prizes in the future, and the promises by Vibrant

Minds and Employee to arbitrate differences, rather than litigate them before courts or other bodies, provide consideration for each other to enter into this Agreement. For newly hired employees, Vibrant Minds and Employee agree that in addition to the above consideration, Vibrant Minds offer of employment (at-will or otherwise) provides adequate consideration for each other to enter into this Agreement.

8. Signatures. A facsimile, scanned, copy, digital, or photographic signature shall have the same force and effect as an original signature.
9. Representation, Fees, and Costs. Each party may be represented by an attorney or other representative selected by the party. Each party shall be responsible for its own attorneys' or representative's fees. However, if any party prevails on a statutory claim that affords the prevailing party's attorneys' fees, or if there is a written agreement providing for fees, the arbitrator may award reasonable fees to the prevailing party subject to written evidence of such fees and applicable law. Vibrant Minds shall be responsible for the arbitrator's fees and costs to the extent they exceed any fee or cost that Employee would be required to bear if the action were brought in court.
10. **Waiver of Jury Trial/Exclusive Remedy. EMPLOYEE AND EMPLOYER KNOWINGLY WAIVE ANY CONSTITUTIONAL RIGHT TO HAVE ANY DISPUTE BETWEEN THEM DECIDED BY A COURT OF LAW AND/OR BY A JURY IN COURT.**

\_\_\_\_\_ (Employee's Initials Acknowledging Waiver of Jury Trial)

11. **Waiver of Representative/Class Action Proceedings. TO THE FULLEST EXTENT PERMITTED BY LAW, EMPLOYEE AND EMPLOYER KNOWINGLY AGREE TO BRING ANY CLAIMS GOVERNED BY THIS AGREEMENT IN HIS/HER/ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF, CLASS MEMBER OR REPRESENTATIVE IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION. THEY FURTHER AGREE TO WAIVE ANY RIGHT TO PARTICIPATE IN ANY REPRESENTATIVE OR CLASS ACTION PROCEEDING RELATED TO ANY CLAIMS GOVERNED BY THIS AGREEMENT. EMPLOYER AND EMPLOYEE ALSO AGREE THAT THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE INDIVIDUAL'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF REPRESENTATIVE OR CLASS ACTION PROCEEDING, INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATIVE ACTION UNDER CALIFORNIA BUSINESS AND PROFESSIONS CODE SECTIONS 17200 ET SEQ. THIS SECTION DOES NOT APPLY TO ANY REPRESENTATIVE ACTIONS BROUGHT UNDER PAGA, AS ADDRESSED IN SECTION 1.3 ABOVE.**

\_\_\_\_\_ (Employee's Initials Acknowledging Waiver of Representative/Class Action)

12. Sole and Entire Agreement. This Agreement expresses the entire Agreement of the parties and shall supersede any and all other agreements, oral or written, concerning arbitration. This Agreement is not, and shall not be construed to create, any contract of employment, express or implied.
13. Acknowledgment. Employee acknowledges that Employee has carefully read this Agreement, understands its terms, and agrees that all understandings and agreements between Vibrant Minds and Employee relating to the subjects covered in the Agreement are contained in it. Employee has knowingly entered into the Agreement without reliance on any provisions or representations by Vibrant Minds, other than those contained in this Agreement. Employee further acknowledges that Employee has been given the opportunity to discuss this Agreement with Employee's private legal counsel and Employee has utilized that opportunity to the extent desired.

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

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Employee's Printed Name

**On behalf of Vibrant Minds Charter School**

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

\_\_\_\_\_  
Vibrant Minds Signature

\_\_\_\_\_  
Vibrant Minds Representative's Printed Name & Title

4865-7905-2637, v. 5



**VIBRANT MINDS CHARTER SCHOOL**  
 TK-6 Grade, Free, Public Education  
 412 W. Carl Karcher Way  
 Anaheim, California 92801  
 714-743-1762  
 714-563-2401  
<https://www.vibrantminds.us/>  
<https://www.facebook.com/vibrantmindscharter/>

**Vibrant Minds Charter School**  
**Certificated Teacher Salary Schedule**  
**2026-2027**

*Please note: This salary schedule was adjusted to include a 2.0% COLA increase, effective 7/1/2026.*

**KEY BENEFITS:**

- Each classroom teacher is supported by an instructional assistant daily.
- Health Benefits
- % we contribute to STRS
- Small supportive school community with connected staff and parent participation

**POLICIES:**

- Upon clearing their credential, a teacher will move to the corresponding step on the Clear Credential salary schedule that results in a salary increase.
- Teachers who hold an earned Master’s or Doctorate degree from an accredited institution will receive an annual stipend of \$2,000.
- The work year for returning teachers is 191 days. The work year for newly hired teachers is 196 days.
- New hires will be credited with up to five (5) years of prior full-time teaching experience and placed on the corresponding step of the salary schedule. For experience beyond five years, teachers will receive credit for 70% of the additional years of qualifying teaching experience and will be placed on the appropriate step of the salary schedule. New hires with fifteen (15) or more years of qualifying experience will be placed on Step 15.
- Teaching credit will be granted for full-time teaching experience under a valid teaching credential in public or private schools serving grades TK–12. Credit for international teaching experience may be granted if the credential is determined to be equivalent to a California teaching credential. Credit will not be granted for student teaching, partial-year teaching assignments, or part-time or short-term substitute teaching performed under an Emergency 30-Day Substitute Permit.
- Employees who have reached the maximum step of the salary schedule will receive a 1.5% annual salary increase based on their prior year salary.
- Compensation for approved extra duty time, including required professional development outside of the regular workday, will be paid at a rate of \$40 per hour.

STEP	PRELIMINARY CREDENTIAL	CLEAR CREDENTIAL
A	\$62,452	
B	\$63,388	
C	\$64,339	
D	\$65,303	
E	\$66,284	
1		\$68,000
2		\$69,020
3		\$70,055
4		\$71,106
5		\$72,173
6		\$73,256
7		\$74,355
8		\$75,470
9		\$76,602
10		\$77,751
11		\$78,917
12		\$80,101
13		\$81,303
14		\$82,523
15		\$83,761

# **Employee Handbook**

## **2026 - 2027**

**1450 E La Palma Ave, Anaheim, CA 92805**

**Phone: 714-563-2390**

**Website: [www.vibrantminds.us](http://www.vibrantminds.us)**

**ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE HANDBOOK**

PLEASE READ THE EMPLOYEE HANDBOOK AND SUBMIT A SIGNED COPY OF THIS STATEMENT TO THE DIRECTOR OR ASSISTANT DIRECTOR.

EMPLOYEE NAME: \_\_\_\_\_

I ACKNOWLEDGE that I have received a copy of the Employee Handbook. I acknowledge that I have received access to and am responsible for reviewing the contents of the Handbook. I understand that it is my responsibility to seek clarification from the School if I have questions regarding any policy or procedure. I understand that it is my responsibility to read and familiarize myself with the policies and procedures contained in the Handbook. I also understand that if I am ever unclear on any language, or policies and procedures in this Handbook, it is my responsibility to seek clarification from the School.

I understand that the statements contained in the Handbook are guidelines for employees concerning some of the School’s policies and benefits, and are not intended to create any contractual or other legal obligations or to alter the at-will nature of my employment with the School. In the event I do have an employment contract which expressly alters the at-will relationship, I agree to the foregoing except with reference to an at-will employment status.

I understand that except for employment at-will status, any and all policies or practices can be changed at any time by the School. I further understand that the Employee Handbook may be maintained and distributed in electronic format and that it is my responsibility to review any updates or revisions provided by the School.

I understand that other than the Board of the School, no person has authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will; only the Board has the authority to make any such agreement and then only in writing signed by the Board President.

Employee’s Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Please sign/date and return to the School, and retain this Handbook for your reference.**

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## INTRODUCTION TO HANDBOOK

This Handbook is designed to help employees become acquainted with Vibrant Minds Charter Schools (“Vibrant Minds” or the “School”). It explains our philosophies and describes employment guidelines in general terms, and is intended to serve as a useful reference throughout employment. Employees should understand, however, that this Handbook is not intended to be a contract (express or implied), nor is it intended to otherwise create any legally enforceable obligations on the part of the School or its employees. In no way does the Handbook replace any official plan documents (e.g., health insurance, retirement plan, etc.) or insurance contracts, which will govern in all cases. This Handbook supersedes and replaces all previous personnel policies, practices, and guidelines.

Due to the fact that the School is a growing and changing organization, it reserves full discretion to add to, modify, or delete provisions of this Handbook, or the policies and procedures on which they may be based, at any time without advance notice. Vibrant Minds also reserves the right to interpret any of the provisions set forth in this Handbook in any manner it deems appropriate.

No individual other than the Board of Directors has the authority to enter into any employment or other agreement that modifies School policy. Any such modification *must* be in writing.

This Handbook is the property of the School, and it is intended for personal use and reference by employees of the School. Circulation of this Handbook outside of the School requires the prior written approval of the Director and/or Assistant Director.

Employees are expected to familiarize themselves with and adhere to the policies outlined in this Handbook, including those related to professional conduct, attendance, performance expectations, and the responsible use of leave.

Employees must sign the acknowledgment form and return it to the Director and/or Assistant Director (or complete the acknowledgment electronically, as applicable). This will provide the School with a record that each employee has received this Handbook.

# **EMPLOYMENT BASICS & CONDITIONS**

## **Equal Employment Opportunity Is Our Policy**

Vibrant Minds is an equal opportunity employer. It is the policy of the School to afford equal employment and advancement opportunity to all qualified individuals without regard to any characteristic protected by applicable federal, state, or local law, including but not limited to:

- Race (including traits associated with race, such as hair texture and protective hairstyles, including but not limited to braids, locks, and twists);
- Color;
- Gender (including gender identity, gender expression, and transgender status, whether or not the employee is transitioning or has transitioned);
- Sex (including reproductive health decision-making, pregnancy, childbirth, breastfeeding, and related medical conditions);
- Sex stereotype (including assumptions about a person's appearance or behavior, gender roles, gender expression, or gender identity, or about an individual's ability or inability to perform certain kinds of work based on a myth, social expectation, or generalization about the individual's sex);
- Religious creed (including religious dress and grooming practices);
- Marital/registered domestic partner status;
- Age (40 and over);
- National origin or ancestry (including native language spoken and possession of a driver's license issued to persons unable to prove their presence in the U.S. is authorized by federal law);
- Physical or mental disability (including HIV and AIDS);
- Medical condition (including cancer and genetic characteristics);
- Taking of a leave of absence pursuant to the Family Medical Leave Act ("FMLA"), Pregnancy Disability Leave ("PDL") law, Americans with Disabilities Act ("ADA"), California Family Rights Act ("CFRA"), the Fair Employment and Housing Act ("FEHA"), or laws related to domestic violence, sexual assault and stalking;
- Genetic information;
- Sexual orientation;
- Military and veteran status; or
- Any other characteristic protected by applicable federal, state, or local law.

This policy protects qualified individuals based on the perception that the individual has any of these characteristics or any combination of these characteristics, or is associated with an individual who has, or is perceived to have, any of these characteristics or a combination of these characteristics.

This policy extends to all job applicants and employees and to all aspects of the employment relationship, including the hiring of new employees and the training, transfer, promotion, discipline, termination, compensation and benefits of existing employees.

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

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact a School representative with day-to-day personnel responsibilities and request such an accommodation. The individual with the disability should specify what accommodation he or she needs to perform the job, or if unknown, what job duties the disability impairs. The School will then conduct an investigation to identify the barriers that interfere with the equal opportunity of the applicant or employee to perform the job. Vibrant Minds will identify possible accommodations, if any, that will help eliminate the limitation. If the accommodation is reasonable and will not impose an undue hardship, the School will make the accommodation.

## **Employment At-Will**

Except if stated expressly otherwise by employment contract, it is the policy of the School that all employees are considered “at-will” employees of the School. Accordingly, either the School or the employee can terminate this relationship at any time, for any reason, with or without cause or advance notice, consistent with applicable law.

Nothing contained in this Handbook, employment applications, School memoranda or other materials provided to employees in connection with their employment shall require the School to have “cause” to terminate an employee or otherwise restrict the School’s right to release an employee from their at-will employment with the School. Statements of specific grounds for termination set forth in this Handbook or elsewhere are not all-inclusive and are not intended to restrict the School’s right to terminate at-will. No School representative, other than the Board of Directors or its designee, is authorized to modify this policy for any employee or to make any representations to employees or applicants concerning the terms or conditions of employment with the School that are not consistent with the School’s policy regarding “at-will” employment.

This policy shall not be modified by any statements contained in this Handbook or employee applications, School memoranda, or any other materials provided to employees in connection with their employment. Further, none of those documents whether singly or combined, or any

employment practices, shall create an express or implied contract of employment for a definite period, nor an express or implied contract concerning any terms or conditions of employment.

## **Mandatory Arbitration**

It is the policy of Vibrant Minds that disputes with employees be resolved through arbitration to the extent authorized by law, consistent with Vibrant Minds' Employee Arbitration Agreement. The Employee Arbitration Agreement is provided to employees at the start of employment. Employees should refer to the Employee Arbitration Agreement for the full terms and conditions governing arbitration.

## **Employee Classification**

The School's employees are classified in the following categories: Exempt or non-exempt, as well as full-time, part-time, or temporary.

Exempt: Exempt employees are those employees with job assignments that meet exemption tests under state and federal law making them exempt from overtime pay requirements. Exempt employees are compensated on a salary basis and are not eligible to earn overtime.

Non-Exempt: Non-exempt employees are those employees assigned to be hourly employees by the School. Thus, these employees are paid overtime wages for overtime worked in accordance with the law.

Full-Time: Full-time employees are those employees who are scheduled to work at least 30 hours in a week or 130 hours in a month.

Part-Time: Part-time employees are those employees who are scheduled to work less than 30 hours in a week or less than 130 hours in a month.

Temporary: Temporary employees are those employees who are hired for a limited duration or specific project, as determined by the School.

Part time and temporary employees are not entitled to benefits provided by the School, except as otherwise required by applicable law. Independent contractors, consultants, and leased employees (i.e., those working for an employment agency) are not employees of the School and are not eligible for the employment benefits provided by the School. If you have any questions about your classification, please consult with the Director and/or Assistant Director.

Employee classification is determined by the School in accordance with applicable state and federal law.

### **First 60 Days of Employment**

Except as otherwise required by law and as specifically identified in this Handbook, during the first sixty (60) days of employment, employees may not be eligible for certain School-provided benefits.

Eligibility for specific benefits, including health benefits and paid leave, is governed by the applicable plan documents and School policies. Employees should refer to the School's health plan eligibility requirements and sick leave policy for additional information.

The inclusion of this initial period does not alter the at-will employment status of any employee.

## **PROFESSIONAL EXPECTATIONS & CONDUCT**

Vibrant Minds Charter School is committed to maintaining a professional, collaborative, and scholar-centered work environment. Professionalism is an essential expectation for all employees and is defined by consistent, reliable, and respectful conduct that supports student learning, team effectiveness, and school operations. Professionalism, ownership, and initiative are demonstrated through observable behaviors such as preparedness, timely communication, follow-through on responsibilities, proactive problem-solving, collaboration, responsiveness to feedback, and adherence to School expectations and procedures.

Employees are expected to meet the following professional standards:

### **Professional Expectations**

Employees are expected to demonstrate ownership of their role through preparation, organization, and follow-through.

This includes:

- Completing all assigned duties accurately and on time
- Maintaining organized systems for planning, materials, and communication
- Being fully prepared for all instructional and professional responsibilities
- Ensuring lesson plans, materials, and responsibilities are complete and accessible in the event of an absence
- Demonstrating initiative by proactively addressing responsibilities, while appropriately seeking clarification, collaboration, or support when needed

Professional responsibility requires initiative, follow-through, and attention to detail.

### **Communication**

Employees must communicate clearly, respectfully, and through appropriate channels at all times. Communication must reflect a professional, proactive, and solution-oriented approach in all interactions with colleagues, scholars, and families.

Employees are responsible for maintaining timely and effective communication, including the following expectations:

#### ***Response Timeframes:***

- Families: Within 24–48 hours (1–2 school days), with 24 hours as the expected standard whenever possible
- Colleagues: Within one (1) school day

- Urgent matters: Same-day communication is required when issues impact scholar safety, instruction, or school operations

Unless otherwise required for urgent operational or safety-related matters, response time expectations apply during employees' regular workdays and scheduled work hours and do not require employees to monitor or respond to communication during evenings, weekends, holidays, or approved leave periods. If a full response is not immediately available, employees must acknowledge receipt and communicate when a follow-up will be provided.

Employees must communicate both concerns and positive updates, address issues respectfully, and communicate concerns early before they escalate. Employees must communicate directly and professionally with colleagues, addressing concerns with the appropriate individual prior to escalation and working collaboratively to resolve issues at the lowest appropriate level.

Employees must seek administrative support when:

- A concern impacts scholar safety or well-being
- Prior attempts to resolve an issue have not been successful
- Administrative intervention is required

All communication—written and verbal—must reflect professionalism, including the use of respectful, solution-oriented language and clear, accurate information. All communication—written and verbal—must reflect professionalism, including the use of respectful, solution-oriented language and clear, accurate information. Communication that includes personal attacks, hostility, disrespectful tone, gossip, repeated escalation without attempts at resolution, or conduct that disrupts professional collaboration may be addressed as a professional conduct concern.

Nothing in this policy is intended to discourage employees from raising concerns, asking questions, expressing respectful disagreement, engaging in protected workplace discussions, or advocating in good faith regarding workplace issues or scholar needs. Employees are encouraged to communicate concerns professionally, directly, and through appropriate channels.

The following are not aligned with professional expectations:

- Delayed or non-response to communication
- Raising concerns through informal channels (e.g., gossip, side conversations, or group messaging, Slack) instead of direct communication
- Communication that is reactive, dismissive, or unprofessional in tone

Failure to meet communication expectations may result in corrective action in accordance with the School's professional expectations and accountability processes.

### ***Reliability and Accountability***

Employees are expected to be consistent, dependable, and accountable in fulfilling their responsibilities.

This includes:

- Adhering to all schedules, including arrival times, duties, and meetings
- Meeting deadlines and following through on commitments
- Complying with all School policies and procedures
- Maintaining consistent attendance and using leave responsibly

Repeated inconsistency, missed responsibilities, or failure to follow through may be addressed through corrective action.

### ***Collaboration and Team Functioning***

Employees are expected to contribute to a positive, solution-oriented, and professional team environment.

This includes:

- Working constructively and respectfully with colleagues
- Participating actively and professionally in meetings and team discussions
- Supporting shared responsibilities and team goals
- Addressing disagreements through direct, respectful, and solution-oriented dialogue

The following are not aligned with expectations:

- Gossip, speculation, or discussing concerns in a manner that undermines professional collaboration or resolution
- Conduct intended to undermine colleagues, leadership, or team functioning
- Avoiding direct communication or appropriate problem-solving when issues arise
- Nothing in this policy is intended to discourage respectful feedback, protected workplace discussions, good-faith concerns regarding school operations, or professional disagreement communicated through established professional channels.

### ***Professional Conduct***

Employees are expected to maintain professional behavior at all times, including during challenging or high-stress situations.

This includes:

- Demonstrating respect in all interactions with colleagues, scholars, and families
- Maintaining appropriate boundaries and professional judgment
- Contributing to a safe, inclusive, and focused work environment

Conduct that disrupts the work environment may include:

- Repeated use of disrespectful, hostile, or dismissive communication
- Escalating conflicts rather than engaging in solution-oriented communication or appropriate problem-solving
- Behavior that interferes with collaboration, professional working relationships, or team functioning
- Repeated conduct that creates unnecessary disruption to staff communication, workflow, or the educational environment

Such conduct may be addressed through corrective action.

### ***Flexibility and Responsiveness***

Employees are expected to respond constructively and professionally to changes and evolving school needs. Flexibility includes maintaining a solution-oriented mindset, demonstrating resilience, and taking ownership of challenges within one's role.

This includes:

- Adjusting to changes in schedules, roles, or responsibilities as needed
- Approaching challenges with a solution-oriented mindset by engaging in problem-solving, identifying possible next steps when appropriate, and seeking support or clarification when needed
- Responding to challenges through constructive communication, professional problem-solving, and continued attention to responsibilities and workplace expectations
- Taking ownership of responsibilities and resolving routine challenges independently when appropriate
- Supporting school-wide priorities and operational needs, even when adjustments are required

The following are not aligned with professional expectations:

- Escalating routine or manageable issues without first attempting to address them independently
- Deferring responsibilities or problem-solving to others without engagement or ownership
- Responding to changes in a manner that unreasonably interferes with implementation, team functioning, or school operations after opportunities for clarification, discussion, or support have been provided

- Repeatedly raising concerns without contributing to solutions or next steps

When support is needed, employees are expected to:

- Clearly communicate the issue
- Share actions already taken
- Propose possible next steps or areas where support is needed

### ***Professional Responsibility in Attendance and Leave***

Employees are expected to use leave in a responsible and professional manner consistent with School policies.

This includes:

- Providing timely and appropriate notice of absences
- Preparing all necessary plans and materials in advance
- Considering the impact of absences on scholars, colleagues, and school operations

### ***Accountability***

Failure to meet these professional expectations may result in corrective action, including but not limited to coaching, written warnings, performance improvement plans, and/or further disciplinary action, up to and including termination or non-renewal.

### ***Staff Accountability and Corrective Action Framework***

To ensure consistency, fairness, and clarity, concerns related to professional expectations may be addressed through a tiered approach based on the frequency, severity, and impact of the concern.

When concerns related to professional expectations are addressed, employees will generally be provided with specific examples of the concern, clarification of the applicable expectation, and measurable or observable expectations for improvement when appropriate. The level of response may vary depending on the nature, frequency, severity, and impact of the concern.

#### ***Tier 1: Coaching and Clarification (Early Intervention)***

**Purpose:** Address isolated or low-level concerns early and provide clear expectations.

**Examples may include:**

- Occasional lapses in communication or responsiveness
- Isolated failure to complete responsibilities (e.g., late plans, missed deadline)
- Initial instances of escalating routine issues without attempting resolution

- Minor disruptions to team functioning

**Action Steps:**

- Direct conversation with clear, specific feedback
- Clarification of expectations and next steps
- Opportunity for immediate correction

***Tier 2: Formal Documentation and Pattern Intervention***

**Purpose:** Address repeated concerns or patterns that impact team functioning, instruction, or operations.

**Examples may include:**

- Repeated escalation of routine issues without ownership or problem-solving
- Ongoing communication breakdowns or failure to follow communication norms
- Multiple instances of unpreparedness impacting instruction or team responsibilities
- Resistance to changes that affects team functioning or school operations

**Action Steps:**

- Documented conversation (written warning or formal documentation)
- Clear identification of the pattern and impact
- Specific, measurable expectations for improvement
- Defined timeline for follow-up

***Tier 3: Intensive Support and Corrective Action***

**Purpose:** Address significant or ongoing concerns that have not improved or that substantially impact the school environment.

**Examples may include:**

- Continued lack of follow-through despite prior feedback and documentation
- Persistent avoidance of responsibilities or reliance on others to fulfill role expectations
- Behavior that disrupts team functioning or undermines school operations
- Failure to meet expectations outlined in prior documentation

**Action Steps:**

- Performance Improvement Plan (PIP) or equivalent

- Clearly defined goals, supports, and timelines
- Ongoing monitoring and documentation
- Further disciplinary action, up to and including termination or non-renewal, if expectations are not met

***Additional Considerations***

- Progressive discipline will generally be used whenever practicable and appropriate; however, the school reserves the right to accelerate the level of response based on the severity of the concern.
- Not all concerns will follow each tier sequentially.
- The goal of this framework is to support growth, ensure accountability, and maintain a consistent and professional work environment.

## **ETHICS AND PROFESSIONAL RESPONSIBILITY**

Employees of Vibrant Minds Charter School are expected to uphold the highest standards of ethical and professional conduct in all aspects of their work.

Employees must act with honesty, integrity, and accountability, and must comply with all applicable laws, regulations, and School policies.

### **Conflict of Interest**

Employees must avoid situations that involve actual or potential conflicts of interest.

A conflict of interest may arise when an employee's personal, financial, or other interests interfere with, or appear to interfere with, their ability to act in the best interests of the School.

Employees who become aware of a potential conflict of interest must promptly disclose the situation to the Director, Assistant Director, or Board of Directors, as appropriate.

The School may take appropriate action to address any identified conflict of interest.

Failure to disclose a conflict of interest may result in disciplinary action.

### **Confidential Information**

Employees are required to maintain the confidentiality of all sensitive information obtained through their employment.

This includes, but is not limited to:

- Scholar records and personal information;
- Educational and academic records;
- Special education information;
- Employee or family information;
- Any non-public School information.

All confidential information must be handled in accordance with applicable laws and School policies.

Unauthorized use or disclosure of confidential information may result in disciplinary action, up to and including termination.

### ***Professional Judgment and Responsibility***

Employees are expected to exercise sound professional judgment in all interactions and decision-making.

This includes:

- Acting in the best interests of scholars;
- Maintaining appropriate professional boundaries;
- Avoiding conduct that could undermine trust, safety, or the integrity of the School;
- Seeking guidance from supervisors when faced with uncertain or complex situations.

### ***Reporting Concerns***

Employees are expected to report concerns regarding unethical conduct, violations of School policy, or potential legal violations in accordance with the School's Whistleblower Policy and other applicable procedures.

### **Relationships Between Employees**

While the School's policies do not permit discrimination based on an individual's marital status, familial relationship, or lawful off-duty conduct, certain relationships may create actual or perceived conflicts of interest or favoritism that must be addressed to maintain professional boundaries and operational integrity.

Romantic or intimate relationships between employees where one individual has direct or indirect supervisory, evaluative, or decision-making authority over the other are strictly prohibited.

Supervisors must avoid situations that result in actual or perceived conflicts of interest or favoritism involving employees they supervise.

Employees must not engage in relationships or situations that create, or reasonably appear to create, a conflict of interest, favoritism, or disruption to the professional work environment. This may include romantic or intimate relationships, familial relationships, close personal relationships that impact professional decision-making, or situations involving supervisory, evaluative, or hiring authority over another employee.

Employees in a romantic or intimate relationship must promptly disclose the relationship to the Director. The Director, in collaboration with the Assistant Director, will determine appropriate next steps, which may include reassignment of supervisory or reporting structures.

Where a conflict of interest exists, the School will take appropriate action to eliminate the conflict, which may include reassignment of roles, responsibilities, or reporting relationships.

Employees in personal relationships must maintain professional boundaries at all times while on campus or engaged in school-related activities. This includes avoiding:

- Preferential treatment or perceived favoritism
- Disruption to team dynamics or staff morale
- Exclusive or non-inclusive behavior that impacts collaboration
- Public displays of affection or conduct that blurs professional boundaries

Employees who connect with colleagues via social media must exercise professional judgment in all online activity, including posts, comments, and shared content. Employees must consider whether their online conduct could negatively impact their professional responsibilities, professional working relationships, scholar well-being, or the School community.

Nothing in this policy is intended to restrict legally protected speech, protected concerted activity, or employees' rights under applicable law to discuss wages, hours, working conditions, or other protected workplace matters.

The following online conduct is not aligned with professional expectations:

- Posting content that reflects unprofessional behavior or judgment
- Sharing information that could negatively impact the School, scholars, or colleagues
- Engaging in online interactions that undermine professional relationships or responsibilities

Online conduct that causes or has the potential to cause material disruption to the School's operations or an employee's ability to perform their job duties may result in corrective action. Employees are expected to maintain professional boundaries in all interactions with colleagues to support a respectful and effective work environment.

The intent of this policy is not to restrict personal relationships, but to ensure that all staff interactions remain professional, equitable, and aligned with the School's commitment to a respectful and high-functioning work environment.

## **Employee-Parent Role Delineation**

This employee handbook provides clear expectations and best practices for employees who simultaneously serve as both school staff members and parents/guardians of enrolled scholars. The goal is to maintain a professional, safe, and equitable school environment while honoring the dual role these individuals hold within the school community.

## ***Guiding Principles***

Employees who are also parents play an important role in strengthening school culture. To ensure clarity and consistency, the following principles should guide all actions:

- **Professional Role Comes First During Work Hours**  
While on duty, employees are expected to prioritize their responsibilities as staff members over their role as a parent.
- **Equity and Fairness for All Scholars**  
All scholars must be treated equitably. Employees may not provide preferential treatment, access, or discipline practices for their own child.
- **Clear Boundaries Support Healthy Relationships**  
Maintaining boundaries protects the employee, their child, and the broader school community from misunderstandings or perceived bias.

## ***Role Delineation Expectations***

### 1. Supervision and Interaction

- Employees should not supervise, discipline, or directly manage their own child unless it is unavoidable for immediate safety.
- Employees should avoid being alone with their own child(ren) unless it is unavoidable for immediate safety.
- When concerns arise involving their child, employees should defer to the assigned classroom teacher or supervising staff member.
- During recess, lunch, and after-school programming, staff should remain focused on assigned supervision zones and all scholars, rather than monitoring their own child.

### 2. Communication Protocols

- Employees must use standard parent communication channels (e.g., ParentSquare, email) when addressing matters related to their child.
- Concerns about their child's academics, behavior, or social experiences should be addressed through scheduled conferences, not informal staff interactions during work hours.
- Employees should avoid discussing their child's situation in shared staff spaces unless it is part of a formal, appropriate process.

### 3. Confidentiality and Privacy

- Employees must strictly adhere to FERPA guidelines and school confidentiality policies.

- Access to student information systems or internal knowledge must not be used to review their own child’s records outside of standard parent access.
- Employees should not seek or receive informal updates about their child that would not be provided to other families.

#### ***4. Campus Movement, Volunteering, and Visibility***

- During work hours, employees should remain in assigned work areas and follow standard supervision expectations.
- Visiting their child’s classroom or program during the day should follow the same visitor protocols expected of all parents.
- When volunteering on campus in a parent capacity, employees must:
  - Sign in through the main office
  - Wear a visible visitor badge at all times
  - Be associated with a designated staff member (e.g., classroom teacher or program lead) who is accountable for them during the visit, including in emergency situations
- Transitions such as arrival, dismissal, and after-school pickup should be handled in alignment with school-wide procedures, without deviation.

#### ***5. Volunteer vs. Employee Role***

- When participating in school events as a parent volunteer, employees should have clear direction on which role they are fulfilling at that time.
- When on campus as a parent volunteer
- Staff expectations (professional conduct, supervision responsibilities) remain in place unless explicitly designated as a parent-only participant for that event.

#### ***6. Managing Conflicts of Interest***

Situations may arise where an employee’s dual role creates a potential conflict. In these cases:

- Employees should proactively notify administration when a situation involves their child and may require objectivity.
- Administrative staff may reassign responsibilities to maintain neutrality.
- Employees should avoid involvement in:
  - Discipline decisions involving their child
  - Placement or academic decisions directly affecting their child
  - Investigations or incident reviews involving their child

#### ***7. Professional Conduct Expectations***

- Maintain a calm, respectful, and solution-oriented approach when addressing concerns involving their child.
- Avoid engaging in public or emotionally charged discussions with staff, scholars, or other families on campus.
- Model the same expectations of professionalism and partnership expected of all families.

### ***8. Support for Employee–Parents***

The school recognizes that balancing these roles can be complex. To support employees:

- Administration will provide clear communication pathways for addressing concerns.
- Employees are encouraged to request scheduled meetings when needed to separate their staff and parent roles.
- When appropriate, a designated point of contact may be assigned to support communication related to their child.

### ***Acknowledgment***

All employees who have children enrolled at the school are expected to review and adhere to these guidelines as part of their onboarding and ongoing professional responsibilities.

### **Whistleblower Policy**

Vibrant Minds Charter School (“School”) requires its directors, officers, employees, and volunteers to observe high standards of ethics in the conduct of their duties and responsibilities. As representatives of the School, individuals are expected to act with honesty and integrity and to comply with all applicable laws and regulations.

The purpose of this policy is to promote an ethical and transparent work environment, support accountability, and encourage individuals to report concerns regarding suspected illegal, unethical, or improper conduct.

### ***Duty to Report***

All directors, officers, employees, and volunteers have a responsibility to report any known or reasonably suspected:

- Violation of law or regulation;
- Fraud, misuse of School resources, or financial impropriety;
- Unethical conduct; or
- Violations of School policies.

A report may be made when an individual has a reasonable belief that a violation has occurred, even if the concern is later determined to be unsubstantiated.

### ***Reporting Procedures***

Reports may be made to:

- The Director;
- The Assistant Director;
- A supervisor or manager; or
- A member of the Board of Directors if the concern involves administration or senior leadership.

Reports may be made verbally or in writing. Employees may also make reports anonymously to the extent feasible; however, anonymous reports may limit the School's ability to fully investigate or respond.

To the extent possible, reports will be handled in a confidential manner consistent with the need to conduct a thorough investigation.

### ***Protection from Retaliation***

The School strictly prohibits retaliation against any individual who, in good faith:

- Reports a suspected violation;
- Discloses information regarding a violation to a person with authority to investigate or correct it; or
- Participates in an investigation.

No individual shall suffer harassment, retaliation, or adverse employment action for making a good faith report or participating in an investigation.

### ***Good Faith Requirement***

Individuals making a report are expected to act in good faith and have reasonable grounds for believing that the information reported indicates a violation.

A report does not need to be proven to be true; however, knowingly making a false report or acting with malice may result in disciplinary action.

### ***Compliance with Law***

This policy is intended to comply with applicable whistleblower protections under California law, including Labor Code section 1102.5.

### **Drug and Alcohol Free Workplace**

Vibrant Minds Charter School (“School”) is committed to maintaining a safe, healthy, and productive work environment. The use of drugs or alcohol in the workplace jeopardizes employee safety, student well-being, productivity, and public trust.

The possession, use, sale, or being under the influence of alcohol or illegal drugs while on School premises, during work hours, or while performing job duties is strictly prohibited and may result in disciplinary action, up to and including termination.

This policy does not prohibit an employee’s lawful use of cannabis off-duty and away from the workplace. However, employees are prohibited from being impaired by cannabis while working or while on School premises.

### **Smoking and Tobacco-Free Workplace**

The School prohibits smoking, vaping, and the use of tobacco or nicotine products on all School premises and at all School-sponsored events, including off-campus activities.

Smoking and vaping are also prohibited within 250 feet of any facility or park where a School event is taking place, in accordance with applicable law.

# COMPLIANCE & LEGAL REQUIREMENTS

## **Certification and Licensure of Instructional Staff**

Each of the School's classroom teachers is required to hold a current California Commission on Teacher Credentialing certificate, permit, or other appropriate authorization required for the position. Instructional assistants must meet applicable federal and state requirements for paraprofessional staff, which may include:

- Completion of at least 48 units of college credit;
- A passing score on the CBEST (Reading, Writing, and Mathematics); or
- A passing score on an approved basic skills assessment.

It is the responsibility and a condition of continued employment of all instructional staff, including teachers and instructional assistants, to maintain and keep all required certificates, permits, or documentation required for the position. These documents must be provided to the Director and/or Assistant Director no later than the close of business on the first day a new employee reports for duty, and no later than two (2) business days after the School provides a current employee with reasonable assurance of continued employment for the next school year. If an instructional staff employee believes that they are assigned to teach in a subject in which the employee does not have subject matter competence, the employee should immediately report this to the Director and/or Assistant Director. Staff members who are required to meet these state and federal certification, expertise, and related requirements must maintain such qualifications as a condition of employment at the School. Failure to maintain required credentials or provide documentation as required may result in disciplinary action, up to and including termination of employment. Nothing in this section alters the at-will status of the employee's employment.

## **Child Abuse and Neglect Reporting**

All employees of Vibrant Minds Charter School are considered mandated reporters under California law. Mandated reporters are required to report known or reasonably suspected instances of child abuse or neglect.

### ***Individual Duty to Report***

The obligation to report suspected child abuse or neglect is individual and may not be delegated.

An employee who has knowledge of or reasonably suspects abuse or neglect must:

1. Immediately, or as soon as practicably possible, make a report by telephone to:
  - Child Protective Services (CPS)
  - Law enforcement
  - or through an authorized online reporting system, where available
2. Submit a written report within thirty-six (36) hours

Employees are not required to inform a supervisor prior to making a report.

### ***Internal Notification***

Employees must promptly inform the Director or Assistant Director that a mandated report has been made. This internal notification does not replace the employee's legal obligation to report directly to the appropriate agency. Each employee is individually responsible for completing the mandated report.

The School will not impede, delay, or discourage the making of any mandated report.

However:

- Notification to a supervisor does not fulfill the legal obligation
- Employees must personally make the report

The School will not impede or inhibit any mandated report.

### ***No Investigation Requirement***

Employees shall not investigate suspected abuse or neglect or attempt to determine the validity of a concern prior to making a report.

Reasonable suspicion does not require certainty or proof.

### ***Definition of Abuse and Neglect***

Child abuse and neglect includes, but is not limited to:

- Physical abuse
- Sexual abuse or exploitation
- Neglect
- Willful cruelty or unjustifiable punishment
- Emotional abuse

Employees should be aware that the definitions of abuse and neglect under California law are broad and may include additional forms of misconduct or harm not listed above.

### ***Confidentiality***

The identity of the reporting party shall remain confidential as permitted by law.

Employees shall not disclose information related to a report except as authorized.

### ***Protection from Liability***

Employees who make a report in good faith are protected from civil and criminal liability under California law. The School prohibits retaliation against any employee who makes a mandated report in good faith or who participates in the reporting process.

### ***Failure to Report***

Failure to report suspected child abuse or neglect is a violation of law and may result in:

- Criminal penalties
- Disciplinary action, up to and including termination

### ***Training Requirement***

All employees are required to complete mandated reporter and child abuse prevention training:

- Upon hire
- Annually thereafter

Failure to complete required training may result in disciplinary action, up to and including termination.

Employees are expected to maintain appropriate professional boundaries with students and to immediately report any conduct that may place a student at risk, in accordance with this policy.

### **Corporal Punishment**

Corporal punishment is strictly prohibited and shall not be used as a disciplinary measure against any scholar. Corporal punishment includes the willful infliction of physical pain on a scholar, or the willful causing of such pain.

Corporal punishment does not include the use of reasonable and necessary physical intervention to protect the safety of scholars, staff, or others, or to prevent serious property damage.

For clarification purposes, the following examples are offered for direction and guidance of School personnel:

### **Examples of PERMITTED actions (NOT corporal punishment)**

1. Stopping a scholar from fighting with another scholar;
2. Preventing a scholar from committing an act of vandalism;
3. Defending yourself from physical injury or assault by a scholar;
4. Requiring a scholar to relinquish a weapon or dangerous object;
5. Requiring an athletic team to participate in strenuous physical training activities designed to strengthen or condition team members or improve their coordination, agility, or physical skills;
6. Engaging in group calisthenics, team drills, or other physical education or voluntary recreational activities.

Any physical intervention must be reasonable, proportionate, and used only as a last resort to ensure immediate safety.

### **Examples of PROHIBITED actions (corporal punishment)**

1. Hitting, shoving, pushing, or physically restraining a scholar as a means of control;
2. Making scholars perform push-ups, run laps, or engage in other physical acts that cause pain or discomfort as a form of punishment;
3. Paddling, swatting, slapping, grabbing, pinching, kicking, or otherwise causing physical pain.

Employees are expected to follow all School policies and training related to scholar behavior, de-escalation, and appropriate intervention.

## **Criminal Background Checks**

As required by law, all individuals working or volunteering at the School will be required to submit to a criminal background investigation. The School is committed to the safety and well-being of students, which takes precedence over all other considerations. Conditions that preclude working at the School include conviction of a controlled substance or sex offense, or a serious or violent felony. Similarly, convictions involving crimes of moral turpitude (e.g., fraud), child abuse or neglect, violence, or any offense which may make the employee unsuitable to work around students may also serve as a bar to employment at the School. Additionally, should an employee be arrested for, charged with, or convicted of any offense during their employment with the School, the employee must promptly notify the Director and/or Assistant Director of any arrest, charge, or conviction involving a criminal offense.

## **Tuberculosis Testing**

All employees of the School must submit written proof of a tuberculosis (TB) risk assessment completed by a health care provider within the past sixty (60) days. If risk factors are identified, additional testing will be required in accordance with applicable public health guidelines. The examination for TB consists of an approved TB test, which, if positive, will be followed by an x-ray of the lungs, or in the absence of skin testing, an x-ray of the lungs. All employees will be required to undergo TB risk assessments and, if risk factors are found, the examination at least once every four (4) years, or as otherwise required by law. Volunteers may be required to undergo a TB examination as necessary. The cost of the initial TB assessment may be the responsibility of the applicant, to the extent permitted by law.

Food handlers may be required to have annual TB exams. Documentation of employee and volunteer compliance with TB risk assessments and examinations will be kept on file in the office. This requirement also includes contract food handlers, substitute teachers, and student teachers serving under the supervision of an educator. Any entity providing student services to the School will be contractually required to ensure that all contract workers have had TB testing that shows them to be free of active TB prior to conducting work with School students.

## **Immigration Compliance**

Vibrant Minds will comply with applicable immigration law, including the Immigration Reform and Control Act of 1986 and the Immigration Act of 1990. As a condition of employment, every individual must provide satisfactory evidence of their identity and legal authority to work in the United States. However, Vibrant Minds will not check the employment authorization status of current employees or applicants who were not offered positions with the School unless required to do so by law.

The School shall not discharge an employee or in any manner discriminate, retaliate, or take any adverse action (*e.g.*, threatening to report the suspected citizenship or immigration status of an employee or a member of the employee's family) against any employee or applicant for employment because the employee or applicant exercised a right protected under applicable law. Further, the School shall not discriminate against any individual because he or she holds or presents a driver's license issued per Vehicle Code § 12801.9 to persons who have not established their federally-authorized presence in the United States. Finally, in compliance with the Immigrant Worker Protection Act, the School shall not allow a federal immigration enforcement agent to enter any nonpublic areas of the School without a judicial warrant, or voluntarily give consent to an agent to access, review or obtain employee records without a subpoena or judicial warrant. If a search of employee records is authorized by a valid subpoena

or judicial warrant, the School will give employees notice of the inspection both before and after it has occurred as required by law. The School reserves the right to take appropriate action, including reassignment or termination, based on the results of a background check or subsequent criminal activity.

## **Professional Boundaries: Staff-Scholar Interaction Policy**

Vibrant Minds Charter School (“School”) recognizes its responsibility to establish and enforce rules governing scholar and employee behavior to ensure a safe and supportive learning environment.

Employees are required to maintain appropriate professional boundaries with scholars at all times. Failure to maintain appropriate boundaries may result in disciplinary action, up to and including termination, and may require reporting to appropriate authorities.

For purposes of this policy, “boundaries” are defined as acceptable professional behavior by staff members while interacting with scholars. Crossing these boundaries is considered an abuse of power and a violation of public trust.

Employees are expected to exercise professional judgment at all times and avoid conduct that may be perceived as inappropriate, even if not intended as such.

### ***Professional Boundaries and Staff Responsibilities***

Employees must avoid situations that could create the appearance of impropriety or raise concerns from scholars, parents, or colleagues.

Employees should not:

- Be alone with a scholar in private or secluded settings when avoidable
- Engage in conduct that could be interpreted as favoritism, grooming, or inappropriate attention
- Cross professional boundaries for personal, emotional, or social reasons

When being alone with a scholar is unavoidable, employees must take appropriate precautions (e.g., open door, visible location, or another adult nearby).

### ***Electronic Communication with Scholars***

Employees shall not communicate with scholars using personal email accounts, personal phone numbers, online gaming, or social media.

All communication with scholars must:

- Be for educational purposes
- Occur through School-approved platforms
- Maintain professional boundaries

When appropriate, parents/guardians should be included in communications.

### ***Unacceptable Staff/Scholar Behaviors***

The following are examples of prohibited conduct:

- Giving personal or intimate gifts to a scholar
- Kissing or inappropriate physical contact
- Being alone with a scholar off campus without authorization
- Making sexual comments or jokes
- Engaging in emotional dependency or inappropriate personal discussions
- Communicating with scholars through personal accounts
- Any conduct that a reasonable person would consider inappropriate

### ***Unacceptable Behaviors Without Parent and Supervisor Permission***

The following are prohibited unless expressly authorized:

- Giving a scholar a ride
- Being alone in a closed room with a scholar
- Allowing scholars in a personal residence

### ***Cautionary Behaviors***

The following behaviors should be avoided and, if necessary, reported to a supervisor:

- Comments about physical appearance or development
- Excessive attention toward a specific scholar
- Non-school-related communication with scholars

### ***Acceptable and Recommended Behaviors***

Employees are encouraged to:

- Maintain professional and appropriate interactions
- Keep doors open or remain visible when meeting with scholars
- Use school-approved communication methods
- Keep parents informed of significant concerns
- Seek guidance when unsure about a situation
- Document incidents that may raise concern
- Involve administration when issues escalate

### ***Duty to Report Boundary Concerns***

Any employee who observes or reasonably suspects that another employee has violated professional boundaries must report the concern immediately to the Director or Assistant Director.

Failure to report suspected misconduct may result in disciplinary action.

## **Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation**

Vibrant Minds is committed to providing a work and educational atmosphere that is free of unlawful harassment, discrimination, and retaliation. Vibrant Minds' policy prohibits unlawful harassment, discrimination, and retaliation based upon: race (including traits associated with race, such as hair texture and hairstyle, including but not limited to braids, locks, and twists); color; gender (including gender identity, gender expression, and transgender identity, whether or not the employee is transitioning or has transitioned); sex (including reproductive health decision making, pregnancy, childbirth, breastfeeding, and related medical conditions); sex stereotype (including an assumption about a person's appearance or behavior, gender roles, gender expression, or gender identity, or about an individual's ability or inability to perform certain kinds of work based on a myth, social expectation, or generalization about the individual's sex); religious creed (including religious dress and grooming practices); marital/registered domestic partner status; age (forty (40) and over); national origin or ancestry (including native language spoken and possession of a driver's license issued to persons unable to prove their presence in the U.S. is authorized by federal law); physical or mental disability (including HIV and AIDS); medical condition (including cancer and genetic characteristics); taking a leave of absence authorized by law; genetic information; sexual orientation; military and veteran status; or any other consideration made unlawful by federal, state, or local laws.

This policy protects qualified individuals based on the perception that the individual has any of these characteristics or any combination of these characteristics, or is associated with an individual who has, or is perceived to have, any of these characteristics or a combination of these characteristics.

Employees, volunteers, unpaid interns, individuals in apprenticeship programs, and independent contractors shall not be harassed, or discriminated or retaliated against, based upon the characteristics noted above.

Vibrant Minds does not condone and will not tolerate unlawful harassment, discrimination, or retaliation on the part of any employee (including supervisors and managers) or third party (including independent contractors or other persons with which the School does business). Supervisors and managers are to report any complaints of unlawful harassment to the Director and/or Assistant Director or designee.

When Vibrant Minds receives allegations of unlawful harassment, discrimination, or retaliation, the Board (if a complaint is about the Director and/or Assistant Director) or the Director and/or

Assistant Director or designee will conduct a fair, timely and thorough investigation that provides all parties an appropriate process and reaches reasonable conclusions based on the evidence collected. The investigation will be handled in as confidential a manner as possible, although complete confidentiality cannot be guaranteed. Complainants and witnesses shall not be subject to retaliation for making complaints in good faith or participating in an investigation. Vibrant Minds is committed to remediating any instances where investigation findings demonstrate unlawful harassment, discrimination, or retaliation has occurred.

### ***Prohibited Unlawful Harassment***

The following examples are not an exhaustive list:

- Verbal conduct such as epithets, derogatory jokes or comments or slurs;
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement, or interfering with work because of sex, race or any other protected basis;
- Retaliation for reporting or threatening to report harassment; or
- Disparate treatment based on any of the protected classes above.

### ***Prohibited Unlawful Sexual Harassment***

Vibrant Minds is committed to providing a workplace free of sexual harassment and considers such harassment to be a major offense, which may result in disciplinary action, up to, and including dismissal, of the offending employee.

Sexual harassment consists of sexual advances, request for sexual favors and other verbal or physical conduct of a sexual nature, regardless of whether or not the conduct is motivated by sexual desire, when: (1) submission to the conduct is either made explicitly or implicitly a term or condition of an individual's employment; (2) an employment decision is based upon an individual's acceptance or rejection of that conduct; and/or (3) that conduct interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment.

It is also unlawful to retaliate in any way against an employee who has articulated a good faith concern about sexual harassment against him or her or against another individual.

All supervisors of staff will receive two (2) hours of sexual harassment prevention training within six (6) months of hire or their assumption of a supervisory position and every two (2) years thereafter. All other employees will receive one (1) hour of sexual harassment prevention training within (6) months of hire and every two (2) years thereafter. Such training will address all legally required topics, including information about the negative effects that abusive conduct

has on both the victim of the conduct and others in the workplace, as well as methods to prevent abusive conduct undertaken with malice a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests. Abusive conduct includes but is not limited to repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance. Supervisors shall also be trained on how to appropriately respond when the supervisor becomes aware that an employee is the target of unlawful harassment. Other staff will receive sexual harassment prevention training as required by law.

Each employee has the responsibility to maintain a workplace free from any form of sexual harassment. Consequently, should any individual, in particular those with supervisory responsibilities, become aware of any conduct that may constitute sexual harassment or other prohibited behavior, immediate action should be taken to address such conduct. Any employee who believes they have been sexually harassed or has witnessed sexual harassment is encouraged to immediately report such harassment to the Director and/or Assistant Director. See Appendix A for the "Harassment/Discrimination/Retaliation Complaint Form." See Appendix B for the general "Internal Complaint Form."

Sexual harassment may include, but is not limited to:

- Physical assaults of a sexual nature, such as:
  - Rape, sexual battery, molestation or attempts to commit these assaults and
  - Intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, or poking another's body.
- Unwanted sexual advances, propositions or other sexual comments, such as:
  - Sexually oriented gestures, notices, remarks, jokes, or comments about a person's sexuality or sexual experience.
  - Preferential treatment or promises of preferential treatment to an employee for submitting to sexual conduct, including soliciting or attempting to solicit any employee to engage in sexual activity for compensation or reward or disparate treatment for rejecting sexual conduct.
  - Subjecting or threats of subjecting an employee to unwelcome sexual attention or conduct or intentionally making performance of the employee's job more difficult because of the employee's sex.
- Sexual or discriminatory displays or publications anywhere at the workplace by employees, 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 to work or possessing any such material to read, display or view at work;
- Reading publicly or otherwise publicizing in the work environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic; and
  - Displaying signs or other materials purporting to segregate an employee by sex in an area of the workplace (other than restrooms or similar rooms).

The illustrations of harassment and sexual harassment above are not to be construed as an all-inclusive list of prohibited acts under this policy. Moreover, please note that while in most situations a personal relationship is a private matter, these relationships are not appropriate in a professional setting, particularly where one of the parties has management or supervisory responsibilities. As such, consensual relationships in the workplace may violate Vibrant Minds policy.

## **Title IX Notice of Nondiscrimination**

Vibrant Minds Charter School (“School”) does not discriminate on the basis of sex and prohibits sex discrimination in any education program or activity that it operates. This includes discrimination on the basis of sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity.

This policy applies to all students, employees, applicants for employment, and other individuals participating in or attempting to participate in the School’s programs or activities.

Vibrant Minds is committed to providing an environment free from sex discrimination, including sex-based harassment.

### ***Definition of Sex-Based Harassment***

Sex-based harassment includes conduct on the basis of sex that satisfies one or more of the following:

- Quid pro quo harassment (when submission to conduct is made a condition of an individual’s participation or employment);
- Hostile environment harassment (unwelcome conduct that is severe or pervasive enough to limit or deny a person’s ability to participate in or benefit from the School’s programs or activities);
- Sexual assault, dating violence, domestic violence, or stalking as defined by law.

### ***Reporting Sex Discrimination or Harassment***

Any individual who believes they have experienced sex discrimination or sex-based harassment, or who has witnessed such conduct, is encouraged to report it immediately.

Reports may be made to:

- The Title IX Coordinator;
- The Director or Assistant Director;
- Any School employee.

Employees who receive a report of sex discrimination or harassment must promptly notify the Title IX Coordinator.

Reports may be made verbally or in writing.

### ***Title IX Coordinator***

All reports and inquiries regarding Title IX may be directed to:

**Debra J. Schroeder, Ed.D.**

Founding/Executive Director / Title IX Coordinator

Phone: 714-563-2390

Address: 412 W. Carl Karcher Way, Anaheim, CA 92801

Email: dschroeder@vibrantminds.us

### **Response and Supportive Measures**

Upon receiving a report, the School will:

- Respond promptly and equitably;
- Offer supportive measures to affected individuals, regardless of whether a formal complaint is filed;
- Conduct a fair and thorough investigation, where appropriate.

Supportive measures may include counseling, schedule adjustments, no-contact directives, or other appropriate supports.

### **No Retaliation**

Retaliation against any individual for reporting sex discrimination or participating in an investigation is strictly prohibited and may result in disciplinary action.

### **External Reporting**

Inquiries about the application of Title IX may also be referred to:

**U.S. Department of Education, Office for Civil Rights (OCR)**

<https://www2.ed.gov/about/offices/list/ocr>

### **Additional Information**

A copy of Vibrant Minds' full Title IX Policy, including detailed grievance procedures, is available at:

[https://www.vibrantminds.us/uploads/1/0/2/8/102842898/vmcs\\_title\\_ix\\_rights\\_and\\_responsibilities.pdf](https://www.vibrantminds.us/uploads/1/0/2/8/102842898/vmcs_title_ix_rights_and_responsibilities.pdf)

# **WORKPLACE EXPECTATIONS & OPERATIONS**

## **Work Schedule**

Standard business hours are 7:45 a.m. to 6:00 p.m., Monday through Friday. Employee schedules may vary based on role, responsibilities, and program needs.

Exempt employees are expected to be available during business hours and to dedicate the time necessary to effectively fulfill their job duties and responsibilities.

## **Attendance and Tardiness**

Employees are expected to report to work consistently and on time. Absenteeism and tardiness negatively impact instructional continuity and school operations.

Employees must notify the Director and/or Assistant Director as soon as possible, but no later than one (1) to two (2) hours prior to the start of the workday, unless circumstances prevent timely notice.

If an absence extends beyond one (1) day, employees are expected to maintain regular communication regarding their status and anticipated return.

Attendance concerns will be evaluated based on the overall pattern, frequency, operational impact, and surrounding circumstances of absences or tardiness. Legally protected leave, approved accommodations, and other protected absences will not be considered misconduct or excessive absenteeism.

Absence for more than three (3) consecutive workdays without notifying the School may be considered job abandonment and may result in disciplinary action, in accordance with applicable law.

## **Timekeeping**

Nonexempt employees are required to accurately record all time worked using the School's timekeeping system.

Employees must:

- Clock in and out for all work periods, including meal periods
- Accurately record all hours worked
- Report any timekeeping errors promptly

Employees are prohibited from:

- Working off the clock
- Recording time for another employee
- Submitting inaccurate time records

The School prohibits retaliation against employees for accurately reporting time worked or raising concerns regarding timekeeping.

Failure to comply with timekeeping requirements may result in disciplinary action.

## **Meal and Rest Periods**

Nonexempt employees working at least five (5) hours are provided with a minimum thirty (30) minute unpaid meal period, to be taken no later than the end of the fifth (5th) hour of work.

An employee may waive this meal period if the workday is no more than six (6) hours, with mutual written consent.

Nonexempt employees are also provided with a paid ten (10) minute rest period for every four (4) hours worked or major fraction thereof. Rest periods should be taken as close to the middle of the work period as practicable.

Employees may not combine meal and rest periods.

Employees must immediately notify their supervisor if they are unable to take a required meal or rest period.

## **Lactation Accommodation**

The School provides reasonable break time and accommodations for employees who need to express breast milk for their infant child.

Lactation accommodations will include:

- A private location, other than a bathroom, that is shielded from view and free from intrusion
- A clean, safe space with a surface to place a pump, a place to sit, and access to electricity
- Access to a sink with running water and a refrigerator or other cooling device

Break time for lactation will run concurrently with existing break periods where possible. Additional break time will be unpaid for nonexempt employees.

Employees requesting lactation accommodation should notify their supervisor.

Employees have the right to file a complaint with the California Labor Commissioner for any violation of lactation accommodation rights.

## **Technology and Communication Use**

### ***Use of School Technology***

School-provided systems, including email, voicemail, and internet access, are intended for business use.

Limited personal use is permitted if it does not interfere with job performance or violate School policies.

Employees may not use School systems to:

- Access, transmit, or store inappropriate or offensive material
- Engage in unlawful, disruptive, or harassing behavior
- Access another individual's accounts without authorization

Employees should have no expectation of privacy when using School systems, to the extent permitted by law.

### ***Social Media***

Employees are expected to use social media responsibly and in a manner consistent with their professional role and the School's policies.

Employees may not:

- Disclose confidential or proprietary School or scholar information
- Represent themselves as speaking on behalf of the School without authorization
- Use School logos, branding, or materials without permission

Employees must ensure that any personal opinions expressed are clearly their own and not those of the School.

Employees are expected to consider the potential impact of public postings on:

- Scholar safety and well-being
- Professional relationships
- The effective operation of the School

Online conduct that results in a material and substantial disruption to the School environment, interferes with an employee's ability to perform their duties, or violates School policies may result in disciplinary action.

Nothing in this policy is intended to interfere with employees' rights under applicable law.

## **Personal Appearance and Professional Dress**

Employees serve as role models for scholars and are expected to maintain a professional appearance that supports a safe, respectful, and appropriate educational environment. Personal appearance, attire, and grooming should reflect professionalism, good judgment, and the responsibilities of working in a school setting.

Employees are expected to wear clothing and footwear that are:

- Appropriate for the employee's role and work responsibilities
- Clean, neat, and in good condition
- Suitable for maintaining safety, mobility, and active supervision of scholars
- Consistent with a professional educational environment

Clothing, accessories, or personal presentation that substantially disrupts the educational environment, creates safety concerns, or contains language or imagery related to profanity, violence, illegal activity, drugs, alcohol, tobacco, gangs, or other inappropriate content is not permitted.

Employees are expected to exercise professional judgment regarding attire and appearance. Clothing that is excessively revealing, unsafe, or otherwise inconsistent with professional expectations is not appropriate for the school environment.

Appropriate footwear must be worn at all times based on job responsibilities and safety considerations.

The School recognizes that attire, grooming practices, and appearance may be associated with an employee's religious beliefs, cultural practices, gender identity, disability, or other legally protected characteristics and will comply with applicable laws regarding reasonable accommodation and nondiscrimination.

Administration reserves the right to address attire or appearance that is determined to be inconsistent with School expectations, safety requirements, or professional standards.

# **HEALTH, SAFETY, & SECURITY**

## **Health and Safety**

Vibrant Minds Charter School is committed to maintaining a safe, secure, and healthy work environment for employees, scholars, and visitors. Employees are expected to conduct themselves in a manner that supports workplace safety and complies with all School safety procedures, practices, and applicable laws.

Employees are responsible for:

- Following all safety procedures and emergency protocols
- Maintaining safe and appropriate work practices
- Reporting unsafe conditions, hazards, security concerns, or safety violations immediately
- Reporting all workplace injuries, accidents, or incidents promptly
- Participating in required health and safety trainings
- Cooperating with safety investigations and corrective actions

Employees should immediately notify administration of any condition or situation that may pose a risk to the health or safety of employees, scholars, or visitors.

Failure to comply with health and safety requirements may result in corrective action in accordance with School policies and procedures.

## **Workplace Violence Prevention**

Vibrant Minds Charter School is committed to maintaining a workplace that is safe, secure, and free from violence, threats, intimidation, and disruptive behavior.

The School prohibits acts or threats of workplace violence by any employee, parent/guardian, scholar, visitor, vendor, or other individual on School property, during School activities, or while conducting School business. Workplace violence includes, but is not limited to, physical violence, threats, intimidation, harassment, stalking, aggressive behavior, or any conduct that creates a risk to the safety of employees or others.

Employees are expected to:

- Maintain professional and respectful behavior at all times
- Immediately report threats, violent behavior, unsafe situations, or security concerns to administration
- Comply with all School safety procedures and emergency response protocols
- Participate in required workplace violence prevention training
- Cooperate in investigations related to workplace safety concerns

Retaliation against any employee who reports a workplace violence concern or participates in an investigation is strictly prohibited.

The School maintains a Workplace Violence Prevention Plan (“WVPP”) in accordance with California law. Employees are expected to review and comply with the WVPP and related safety procedures. Questions regarding workplace violence prevention or safety procedures should be directed to the Director or designee.

## **Security Protocols**

Maintaining a secure campus environment is a shared responsibility. Employees are expected to remain alert to safety concerns, security risks, and suspicious activity and to take appropriate action to support the safety of scholars, staff, and visitors.

Employees are responsible for:

- Following all visitor management and campus access procedures
- Ensuring visitors are properly checked in and authorized while on campus
- Securing classrooms, offices, confidential materials, and workspaces when unattended
- Maintaining control of keys, badges, and access credentials
- Immediately reporting lost keys, compromised access, unauthorized individuals, or suspicious activity
- Following School supervision, campus safety, and emergency procedures at all times

Employees must not prop open secured doors, permit unauthorized access to campus, or bypass established safety and security procedures.

Failure to comply with School security procedures may result in corrective action.

## **Emergency Procedures and Reporting**

Employees are expected to familiarize themselves with all School emergency procedures, safety protocols, evacuation routes, and crisis response plans. Maintaining a safe and orderly environment during emergencies is a shared responsibility.

Employees are responsible for:

- Following all School emergency response procedures and directions provided by administrators or emergency personnel
- Participating in required emergency drills and safety trainings
- Maintaining appropriate supervision of scholars during emergencies and drills

- Immediately reporting fires, medical emergencies, threats, unsafe conditions, suspicious activity, or other emergency situations to administration and/or emergency services as appropriate
- Remaining calm and acting in a manner that supports the safety and well-being of scholars, staff, and visitors
- Cooperating fully with emergency response personnel and School administrators during emergency situations

Employees must not ignore, delay reporting, or interfere with emergency procedures, safety protocols, or emergency response efforts.

In the event of an emergency, employees are expected to prioritize scholar safety, follow established procedures, and comply with all directions issued by School administration, law enforcement, fire personnel, or other emergency responders.

Failure to comply with emergency procedures or safety directives may result in corrective action in accordance with School policies and procedures.

## **Occupational Safety and Injury Prevention**

Vibrant Minds Charter School is committed to maintaining a safe and healthy workplace in compliance with applicable federal, state, and local workplace safety laws and regulations, including Cal/OSHA requirements.

The School maintains workplace safety procedures and an Injury and Illness Prevention Program (“IIPP”) designed to reduce workplace hazards and support safe work practices.

Employees are responsible for:

- Following all workplace safety procedures and protocols
- Using equipment and materials safely and appropriately
- Maintaining safe and orderly work areas
- Reporting unsafe conditions, hazards, or safety concerns immediately
- Participating in required safety trainings and drills
- Using appropriate safety equipment when required
- Following health, sanitation, and infection-control procedures applicable to their role

Employees must not engage in unsafe conduct, bypass safety procedures, or use equipment in an unsafe manner.

The School may investigate safety concerns, workplace hazards, and safety violations and may implement corrective measures as appropriate. Failure to comply with workplace safety requirements may result in corrective action.

## **Accident/Incident Reporting**

Employees are required to promptly report all workplace accidents, injuries, safety incidents, threats, property damage, or other significant incidents occurring on School property, during School activities, or while conducting School business.

Reports must be made to the Director, Assistant Director, or designee as soon as possible following the incident, regardless of the severity of the situation.

Employees are responsible for:

- Immediately reporting work-related injuries or accidents
- Completing required incident or injury documentation accurately and timely
- Cooperating with investigations related to accidents, injuries, or safety concerns
- Reporting hazards, unsafe conditions, or near-miss incidents that may create future safety risks

When medical attention is necessary, employees are expected to follow applicable workers' compensation procedures and cooperate with required reporting and documentation processes.

Failure to promptly report workplace accidents, injuries, or safety concerns may result in corrective action and may impact eligibility for certain benefits or protections as permitted by law.

## **Required Employee Trainings**

Employees are required to complete all mandatory trainings assigned by the School, including trainings required by federal, state, local, or School policy. Required trainings are a condition of employment and support the School's commitment to safety, compliance, professionalism, and effective school operations.

Required trainings may include, but are not limited to:

- Mandated Reporter Training
- Sexual Harassment Prevention Training
- Workplace Violence Prevention Training
- Bloodborne Pathogens Training
- Youth Suicide Prevention Training
- Emergency and safety procedures
- Confidentiality and data privacy training
- Special education compliance training, when applicable
- Other compliance-based or role-specific trainings as assigned

Employees are responsible for completing all required trainings within designated timelines and complying with related certification or acknowledgment requirements.

Failure to complete required trainings in a timely manner may result in corrective action and may impact an employee's eligibility to perform certain duties or responsibilities.

# **COMPENSATION & BENEFITS**

## **Payroll Withholdings**

As required by law, the School will withhold applicable taxes and contributions from each employee's wages, including:

- Federal Income Tax (based on the employee's Form W-4)
- State Income Tax
- Social Security (FICA)
- State Disability Insurance (SDI), which also funds Paid Family Leave (PFL)
- CalSTRS contributions, where applicable

SDI and PFL benefits are administered by the California Employment Development Department (EDD).

## **Wage Overpayments**

In the event of a wage overpayment, the School will provide written notice describing the overpayment and will allow the employee an opportunity to respond before any recoupment action begins.

If the employee disputes the overpayment, the School will take appropriate steps to resolve the matter in accordance with applicable law.

Repayment may occur through a mutually agreed-upon method, including payroll deduction where permitted by law.

If an employee separates from employment before full repayment, the School will seek recovery of any remaining balance in accordance with applicable law. Deductions from final wages will only be made as permitted by law and with appropriate authorization.

The School will provide advance written notice before any payroll deduction is implemented.

## **Payroll Information**

Employees will receive a wage statement detailing all earnings and deductions.

Employees who have questions about their pay are encouraged to contact the Director or Assistant Director.

Employees may update their tax withholding information at any time by submitting a new Form W-4.

At the end of each calendar year, employees will receive a Form W-2 summarizing wages and tax withholdings.

## **Overtime Pay**

Employee classification as exempt or nonexempt will be determined in accordance with applicable law and indicated in the employee's job description.

Nonexempt employees may be required to work additional hours as needed.

All overtime must be recorded and will be compensated in accordance with state and federal law.

- Hours worked over 8 in a day or 40 in a week are paid at 1.5x
- Hours over 12 in a day are paid at 2x
- Seventh consecutive day rules apply as required by law

Nonexempt employees should obtain advance authorization for overtime whenever possible. Unauthorized overtime may result in disciplinary action but will be paid.

Exempt employees are expected to work the time necessary to fulfill their duties and are not eligible for overtime compensation.

## **Paydays**

Employees are paid twice per month.

Any discrepancies in pay should be reported promptly to administration.

## **Salary Deductions (Exempt Employees)**

Vibrant Minds Charter School classifies employees as exempt or nonexempt in accordance with applicable federal and state wage and hour laws. Employees classified as exempt are generally paid on a salary basis and are expected to fulfill the responsibilities of their position regardless of the number of hours worked in a given workweek.

Deductions from the salary of an exempt employee will be made only in accordance with applicable law. The School does not make improper deductions from the salaries of exempt employees.

Permissible salary deductions for exempt employees may include, but are not limited to:

- Full-day absences for personal reasons when no accrued paid leave is available
- Full-day absences for illness or injury when accrued paid leave has been exhausted, as permitted by law
- Offsets permitted by law for certain benefits or leaves

- Unpaid disciplinary suspensions imposed in good faith for violations of workplace conduct rules or safety policies, where permitted by law
- Initial or terminal weeks of employment in which the employee does not work the full workweek
- Leave taken under applicable federal or state leave laws, as permitted by law

Partial-day absences generally will not result in salary deductions for exempt employees. However, partial-day absences may be deducted from available accrued leave balances in accordance with School policy and applicable law.

Employees who believe an improper deduction has been made from their salary should immediately report the concern to the Director, Assistant Director, or designee. Reports of improper deductions will be reviewed promptly, and any improper deductions identified will be corrected in accordance with applicable law.

### **Payroll Deductions (Nonexempt Employees)**

Nonexempt employees are paid based on hours worked and are required to accurately record all working time in accordance with School timekeeping procedures.

Applicable federal and state taxes and authorized deductions will be withheld from employee paychecks as required by law. Additional deductions may occur when authorized by the employee or permitted by law, including benefit contributions, retirement contributions, wage garnishments, or other lawful deductions.

Nonexempt employees are responsible for reviewing their pay statements and promptly reporting any payroll concerns, timekeeping errors, or questions regarding deductions to the Director, Assistant Director, or designee.

### **Wage Attachments and Garnishments**

The School will comply with all legal requirements related to wage garnishments, levies, and court-ordered deductions.

Employees are encouraged to address personal financial obligations to avoid wage attachments.

### **Medical Benefits**

#### ***Eligibility***

Employees regularly scheduled to work at least 30 hours per week are eligible for medical coverage.

Employees who move from part-time to full-time status become eligible on the first day of the month following the change.

### ***Coverage Start***

Coverage begins on the first day of employment or, if hired mid-month, on the first day of the following month, subject to plan requirements.

Employees must submit enrollment forms promptly.

### ***COBRA Benefits***

Employees and their eligible dependents may continue health coverage following certain qualifying events, in accordance with federal law.

Continuation coverage may be available for:

- 18 months (e.g., termination or reduction in hours)
- Up to 36 months (e.g., death, divorce, loss of dependent status)
- Extensions may apply in cases of disability or additional qualifying events

Employees or family members must notify the School within 30 days of certain qualifying events (e.g., divorce, dependent ineligibility).

Election of continuation coverage must occur within 60 days of notice.

Coverage may terminate earlier if:

- Premiums are not paid
- Coverage is obtained elsewhere
- The School ceases to offer benefits
- The individual becomes eligible for Medicare

## **Performance & Record Keeping Employee Reviews and Evaluations**

Each employee will receive periodic performance evaluations conducted by the Director and/or Assistant Director. Evaluations are typically conducted annually; however, the frequency may vary based on length of service, job position, performance history, changes in responsibilities, or performance concerns.

Performance evaluations may include, but are not limited to, the expectations outlined in the School's Professional Expectations section, including quality and quantity of work, job knowledge, initiative, communication, collaboration, reliability, and professionalism.

The purpose of evaluations is to provide employees with feedback regarding their performance, identify areas for growth, and establish goals for continued development.

Performance evaluations do not guarantee salary increases or promotions. Compensation and advancement decisions are made at the sole discretion of the School and are based on multiple factors.

Employees will be asked to sign their evaluation to acknowledge that it has been reviewed and discussed. Signature indicates acknowledgment of receipt, not necessarily agreement with the evaluation.

## **Personnel Files and Record Keeping Protocols**

The School maintains a personnel file for each employee.

Employees are responsible for notifying the Director and/or Assistant Director of any changes to personal information, including:

- Address
- Telephone number
- Emergency contact information
- Other relevant employment-related information

Employees have the right to inspect and receive copies of their personnel file, as provided by applicable law. Requests to review personnel files should be directed to the Director and/or Assistant Director.

The School will make personnel records available for inspection or provide copies within the timeframes required by applicable law.

Personnel files will be reviewed in the presence of a School representative at a mutually convenient time, where applicable.

Employees may submit written comments in response to any document in their personnel file.

Access to personnel files is limited to authorized School representatives with a legitimate business need.

Only the Director, Assistant Director, or designee is authorized to release information regarding current or former employees. Disclosure to outside parties will be limited to what is required by law or permitted with employee authorization.

The School will cooperate with requests from authorized government agencies or law enforcement as required by law.

## **Electronic Personnel Records**

The School maintains personnel records in an electronic system (e.g., BambooHR). Employees may have access to certain personnel information through this system.

Access to records through the electronic system does not replace an employee's right to inspect or request copies of their complete personnel file as provided by law.

Some records may not be available through the electronic system. Employees who wish to review their full personnel file or obtain copies of documents should submit a request to the Director or Assistant Director.

Employees are responsible for reviewing and updating personal information maintained in the electronic system to ensure accuracy.

The School will provide access to personnel records within the timeframes required by applicable law.

## **Records of Misconduct**

In accordance with applicable law, records related to credible complaints, substantiated investigations, or discipline involving egregious misconduct will be maintained in the employee's personnel file and will not be removed unless a final determination is made by an arbitrator, administrative law judge, or governing body that the complaint was false, not credible, unsubstantiated, or that discipline was not warranted.

## **LEAVE & TIME OFF**

Regular and consistent attendance is an essential function of all positions at Vibrant Minds Charter School (“School”). Employees are expected to report to work on time and be present for all scheduled workdays.

Regular attendance is a core component of professional responsibility and instructional continuity. Employees are expected to demonstrate reliability, preparedness, and timely communication to support scholars, colleagues, and school operations. Attendance and reliability may be considered as part of overall professional performance.

Absenteeism and tardiness negatively impact instructional continuity, scholar learning, and overall school operations. Attendance concerns, including patterns of unexcused absences, tardiness, or absences that are not protected by law, may be addressed through corrective action when they negatively impact instructional continuity or school operations.

Employees must notify the Director and Assistant Director of any absence or tardiness as soon as possible. Employees must report absences or tardiness directly to the Director and Assistant Director via the designated communication method (e.g., phone call with follow-up text) within the required timeframe. Notification via third parties, email alone, or informal messaging platforms (e.g., Slack) is not sufficient unless explicitly approved.

When practicable, employees are expected to provide at least one (1) hour notice prior to the start of the workday. In all cases, notification must be provided no later than thirty (30) minutes prior to the start of the workday, unless extenuating circumstances prevent such notice.

In the event of an absence, employees must ensure that clear, complete, and accessible plans and materials are prepared in advance or submitted prior to the start of the workday. Plans must include instructional objectives, materials, and any necessary guidance to ensure continuity of learning. Employees are expected to ensure plans and materials are complete and accessible to support continuity of instruction during absences. When reasonably practicable and not medically inappropriate, employees may be asked to remain available for limited communication regarding instructional materials or operational needs related to their absence. Employees are not expected to perform substantive work responsibilities while on approved leave. Limited communication related to instructional continuity, safety, or operational needs does not alter approved leave status.

The School may review attendance patterns when attendance concerns impact instructional continuity, scholar supervision, or school operations.

Nothing in this policy is intended to discourage or penalize employees for the lawful use of protected leave or legally entitled time off. Lawful and approved leave usage, by itself, will not be considered a performance concern or basis for corrective action.

### **Employee Classifications for Leave Purposes**

For purposes of administering leave under this policy, employees are categorized as follows:

- **Full-Time Certificated Employees:** Employees in certificated teaching positions working a full school-year assignment.
- **Full-Time Classified Employees:** Non-certificated employees designated by the School as full-time and regularly scheduled to work a full work schedule.
- **Part-Time and Hourly Employees:** Employees whose schedules vary or who are compensated on an hourly basis.

Eligibility for benefits, including health insurance based on hours worked, is determined separately and does not determine eligibility for leave benefits or carryover provisions under this policy.

### **Holidays and School Closures**

Vibrant Minds Charter School observes holidays and school breaks as reflected in the Board-approved School calendar.

The following holidays are generally observed by public schools and may be included on the School calendar:

- New Year's Day
- Martin Luther King Jr. Day
- Presidents' Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Eve or day before Christmas
- Christmas Day

Observed holidays, breaks, and closures may vary based on the approved School calendar and operational needs.

Nonexempt employees are paid only for hours actually worked unless otherwise provided by School policy, applicable law, or written agreement.

Employees who need time off for religious observance should submit a request in advance to the Director and/or Assistant Director. The School will provide reasonable accommodation for religious observance as required by law. Such time may be unpaid unless the employee elects to use available accrued paid leave, where permitted.

## **Paid Sick Leave**

### ***Frontloading of Sick Leave***

The School provides paid sick leave in compliance with California law as follows:

- Full-time employees receive ten (10) workdays of paid sick leave per school year.
- Part-time employees receive five (5) workdays of paid sick leave per school year.

For payroll and compliance purposes, one (1) workday is equivalent to eight (8) hours.

Sick leave is granted in full at the beginning of each work year and is available for use immediately upon hire.

Employees are expected to use sick leave in accordance with this policy and applicable law.

### ***Permitted Uses of Sick Leave***

Paid sick leave may be used for purposes permitted by California law, including but not limited to:

- Diagnosis, care, or treatment of an existing physical or mental health condition;
- Preventative care, including medical, dental, or mental health appointments;
- Care of a qualifying family member or designated person;
- Absences related to qualifying safety-related reasons, as permitted by law.

### ***Personal Necessity Use***

Employees may use up to twenty-four (24) hours of their annual sick leave for personal necessity.

Personal necessity leave may be used for limited personal obligations or emergencies that cannot reasonably be scheduled outside of work hours. Examples may include urgent family matters, legal or financial appointments, bereavement-related arrangements, or other significant personal obligations requiring the employee's presence during scheduled work hours. Personal necessity

leave is separate from sick leave and is not intended for illness, medical appointments covered under sick leave, vacation, or routine personal convenience.

Use of personal necessity leave is subject to the following:

- Advance notice and prior approval are required whenever practicable;
- Approval may be influenced by operational and staffing needs, attendance history, and the employee's overall reliability;
- Personal necessity leave is not intended to extend vacations, holidays, or long weekends.

### ***Use of Sick Leave***

For purposes of administering paid sick leave:

- **Salaried Employees:**  
A full workday shall be defined as eight (8) hours. A half-day absence shall be defined as four (4) hours. Partial-day absences will be deducted from available leave balances in increments consistent with applicable law and School payroll practices.
- **Hourly Employees:**  
Sick leave shall be deducted based on the actual number of hours the employee was scheduled to work and missed.

This approach reflects the professional responsibilities of salaried employees, whose duties extend beyond scheduled on-site or instructional hours.

Sick leave shall be tracked based on standardized full-day equivalency and shall not be adjusted based on bell schedules, instructional minutes, or variations in on-site hours.

### ***Documentation and Misuse***

The School reserves the right to require documentation:

- For absences of three (3) or more consecutive workdays; or
- When there is a reasonable suspicion of misuse or a pattern of abuse.

Leave must be used for its intended purpose in accordance with applicable law and this policy. Use of leave for purposes inconsistent with its intended use may be considered misuse and may result in disciplinary action. Employees may not use paid leave for purposes that conflict with the stated reason for the absence.

### ***Sick Leave Carryover***

Full-time salaried employees, including both certificated and classified employees, may carry over up to twenty-four (24) hours of unused sick leave into the following school year.

Unused sick leave in excess of twenty-four (24) hours shall not carry over for use in subsequent years. Such excess hours may be credited for retirement purposes, if applicable.

Part-time and hourly employees are not eligible for sick leave carryover.

## **Unpaid Leave of Absence**

### ***General Provisions***

Unpaid leave is not an entitlement and shall be granted at the sole discretion of the School.

All requests for unpaid leave must:

- Be submitted in advance, except in emergency situations;
- Include the reason for the request; and
- Receive prior administrative approval.

### ***Approval of Unpaid Leave***

Approval of unpaid leave shall be based on factors including, but not limited to:

- Instructional continuity;
- Scholar impact;
- Staffing needs and availability;
- The frequency and pattern of prior absences.

The School may require employees to follow reasonable procedures for requesting and reporting partial-day absences consistent with operational and staffing needs and applicable law.

Approval may also be influenced by the employee's attendance history, reliability, and operational considerations.

### ***Excessive Absenteeism***

Excessive absenteeism refers to patterns of absences or tardiness that interfere with an employee's ability to consistently fulfill professional responsibilities or that negatively impact instructional continuity or school operations.

Examples may include:

- Frequent absences or repeated patterns of absenteeism;

- Repeated tardiness or early departures;
- Patterns of absences adjacent to weekends, holidays, or school breaks;
- Attendance patterns that result in ongoing disruption to scholars, colleagues, or school operations.

Attendance concerns that are not protected by law may be addressed through corrective action in accordance with School policies and procedures.

# LEAVES OF ABSENCE

## *General Provisions*

Vibrant Minds Charter School (“School”) provides leaves of absence in accordance with applicable federal and California law.

In the event of any conflict between this policy and applicable law, the law shall govern.

Unless otherwise specified:

- Employees must provide advance notice when practicable
- The School may require reasonable documentation
- Leave approval and administration are subject to operational needs, where permitted by law

Nothing in this policy is intended to limit or interfere with any rights provided under applicable law.

Employees are expected to use all leave in a responsible manner consistent with the purpose of each type of leave, including clear and timely communication, appropriate preparation, and consideration of operational needs.

The School reserves the right to review an employee’s overall attendance record, including the use of both paid and unpaid leave, to ensure that attendance supports the needs of scholars and the School’s educational program.

## **Family and Medical Leave (CFRA/FMLA)**

Eligible employees may take up to twelve (12) work weeks of unpaid leave in a 12-month period for qualifying reasons, including:

- Employee’s own serious health condition
- Care for a qualifying family member
- Bonding with a new child

## *Compensation*

CFRA/FMLA leave is unpaid, except that employees may elect or may be required to use accrued paid leave in accordance with School policy.

## *Additional Provisions*

- Employees are entitled to reinstatement to the same or a comparable position, as required by law
- Health benefits will be continued during the leave period in accordance with applicable law

### **Pregnancy Disability Leave (PDL)**

Eligible employees may take up to four (4) months of Pregnancy Disability Leave when medically disabled due to pregnancy, childbirth, or related medical conditions.

PDL may be taken intermittently or on a reduced schedule as medically necessary.

#### ***Compensation***

PDL is unpaid, except that employees may elect to use accrued paid leave where permitted.

#### ***Additional Provisions***

- PDL runs separately from and prior to CFRA leave for baby bonding
- Employees may be eligible for state disability insurance (SDI) benefits during this time
- Benefits continuation and reinstatement rights will be provided in accordance with law

### **Kin Care (Use of Sick Leave for Family Members)**

The School complies with California Kin Care laws. Employees may use accrued sick leave to care for qualifying family members in accordance with applicable law and the School's Sick Leave policy.

### **Industrial Injury Leave (Workers' Compensation)**

Employees who sustain work-related injuries or illnesses may be eligible for benefits under California Workers' Compensation laws.

Benefits may include:

- Medical treatment
- Wage replacement
- Return-to-work support

Employees must report all work-related injuries immediately and follow all reporting procedures.

## **Bereavement Leave**

In the event of the death of a qualifying family member, eligible employees may take up to five (5) days of bereavement leave.

A qualifying family member includes: spouse, child, parent, sibling, grandparent, grandchild, domestic partner, or parent-in-law.

Bereavement leave must be taken within three (3) months of the date of death and does not need to be taken consecutively.

### ***Compensation***

- Exempt (salaried) employees:  
Up to three (3) days paid bereavement leave per qualifying event
- Non-exempt (hourly) employees:  
Up to five (5) days unpaid bereavement leave

### ***Use of Accrued Leave***

Employees may elect to use available accrued paid sick leave, if applicable, to receive compensation during bereavement leave, subject to approval.

Unpaid bereavement leave will not automatically be deducted from sick leave balances.

## **Reproductive Loss Leave**

Employees are eligible for up to five (5) days of reproductive loss leave following a qualifying reproductive loss event, including miscarriage, stillbirth, failed adoption, or unsuccessful assisted reproduction.

Leave must be taken within a reasonable period following the event, consistent with applicable law.

Reproductive loss leave is unpaid. Employees may elect to use available accrued paid leave (e.g., sick leave) to receive compensation during this time.

## **Military Leave**

The School complies with all applicable federal and state laws regarding military leave.

Employees who are members of the uniformed services are entitled to leave for training or active duty and to reinstatement rights in accordance with law.

The School also provides military spouse leave in accordance with California law.

## **Jury Duty and Witness Leave**

Employees are entitled to take leave for jury duty or when subpoenaed as a witness.

### Compensation

- Leave is generally unpaid
- Employees may elect to use accrued paid leave

Employees must provide a copy of the jury summons or subpoena.

## **Voting Leave**

Employees who do not have sufficient time outside of working hours to vote in a statewide election may take up to two (2) hours of paid leave at the beginning or end of their shift.

Employees must provide at least two (2) working days' notice of the need for voting leave.

## **School Appearance and Activities Leave**

In accordance with California law, employees who are parents, guardians, or grandparents with custody of a child in kindergarten through grade 12, or a child enrolled with a licensed child care provider, may take up to forty (40) hours of unpaid leave per school year (not to exceed eight (8) hours in any calendar month) to participate in school or childcare activities.

Employees must provide reasonable advance notice and may be required to provide documentation verifying participation. Employees are not required to make up time missed while using protected leave under this policy unless otherwise approved or arranged in advance in accordance with applicable wage and hour requirements and School procedures. Leave usage and pay practices for exempt and nonexempt employees will be administered in accordance with applicable law and School payroll practices.

Employees may elect to use accrued paid leave during this time.

## **Bone Marrow and Organ Donor Leave**

In accordance with California law:

- Employees may take up to five (5) workdays of leave in a 12-month period for bone marrow donation
- Employees may take up to sixty (60) workdays of leave in a 12-month period for organ donation

Employees must provide written verification of the need for donation.

Employees may be required to use a portion of accrued paid leave as permitted by law. Remaining leave will be provided in accordance with applicable law.

Employees will be reinstated to the same or a comparable position upon return, as required by law.

## **Victims of Crime or Abuse Leave**

The School provides leave and reasonable accommodations to employees who are victims of domestic violence, sexual assault, stalking, or other qualifying crimes, in accordance with California law.

Employees may take leave to:

- Seek medical attention
- Obtain services from a support organization
- Participate in legal proceedings
- Engage in safety planning

Employees should provide advance notice when practicable or documentation as permitted by law.

Employees may elect to use accrued paid leave.

The School will also provide reasonable workplace accommodations for safety.

### ***Returning from Leave***

Employees returning from an approved leave of absence are expected to communicate with the School regarding their anticipated return-to-work date and any necessary documentation or work restrictions prior to returning to work.

Employees returning from a medical leave, including leave related to the employee's own health condition, workers' compensation, pregnancy disability, or other medically related leave, may be required to provide a written fitness-for-duty certification from the employee's healthcare provider confirming the employee's ability to return to work and perform the essential functions of the position, with or without reasonable accommodation, as permitted by law.

If an employee returns to work with medical restrictions or limitations, the School will engage in an interactive process and evaluate whether reasonable accommodation can be provided in accordance with applicable law.

Employees are expected to return to work promptly at the conclusion of their approved leave period. If additional leave is needed, the employee must notify the School as soon as possible and provide any required supporting documentation. Requests for additional leave will be evaluated in accordance with applicable law and School policy.

When operationally necessary, the School may temporarily fill positions during an employee's leave of absence. Reinstatement following leave will be provided in accordance with applicable law and the terms of the applicable leave policy. Nothing in this policy guarantees reinstatement beyond rights provided by law.

Employees who fail to return to work at the conclusion of an approved leave, fail to communicate regarding their status, or fail to provide required documentation may be considered to have voluntarily resigned, unless otherwise protected by law.

Questions regarding return-to-work procedures or leave-related documentation should be directed to the Director, Assistant Director, or designee.

# **Discipline and Separation of Employment**

## **Standards of Conduct**

Employees are expected to uphold the School's Professional Expectations and to conduct themselves in a manner that supports a safe, respectful, and effective educational environment.

Failure to meet these expectations may result in disciplinary action, up to and including termination of employment.

The following examples of conduct are prohibited. This list is illustrative and not exhaustive:

- Insubordination, including failure to follow reasonable directives from supervisors
- Unprofessional conduct, including behavior inconsistent with School expectations
- Dishonesty or falsification of records, including time records or employment documents
- Theft, misuse, or damage of School property or the property of others
- Fighting, threats, or acts of violence
- Violations of the School's drug and alcohol policy
- Possession of firearms, weapons, or dangerous materials on School premises, unless authorized by law
- Harassment, discrimination, or retaliation in violation of School policy
- Breach of confidentiality or unauthorized disclosure of protected information
- Excessive absenteeism or failure to meet attendance expectations, as outlined in School policy
- Failure to adequately supervise scholars or ensure student safety
- Failure to maintain required credentials, certifications, or clearances
- Failure to comply with safety, reporting, or mandated reporting requirements
- Unauthorized access to or use of School systems or records
- Allowing unauthorized individuals onto campus or failing to follow visitor protocols
- Failure to disclose required information related to credential status or employment eligibility
- Conduct that results in significant disruption to instructional continuity, scholar supervision, professional working relationships, communication, or the employee's ability to effectively perform assigned responsibilities

Nothing in this section alters the at-will employment relationship. Employees working under an employment contract that provides procedural rights will be subject to the terms of that contract.

## **Corrective Action**

The School may use progressive discipline when appropriate. However, the School reserves the right to determine the appropriate level of discipline based on the nature and severity of the conduct.

Disciplinary action may include, but is not limited to:

- Verbal warning
- Written warning
- Final warning
- Suspension
- Termination

Nothing in this policy requires the School to follow a specific sequence of disciplinary actions.

## **Off-Duty Conduct**

The School respects employees' right to engage in lawful off-duty activities. However, employees are expected to conduct themselves in a manner that does not adversely affect the School's operations, reputation, or their ability to perform their job responsibilities.

Off-duty conduct may be subject to review if it:

- Impacts the employee's ability to effectively perform their role
- Compromises student safety or well-being
- Violates School policies, including confidentiality or professional conduct expectations
- Results in a material disruption to the School environment or operations

## **Outside Employment**

Employees may engage in outside employment, provided that such employment:

- Does not conflict with the employee's work schedule or responsibilities
- Does not create an actual or perceived conflict of interest
- Does not negatively impact the employee's performance at the School
- Does not involve the use of School time, property, or resources
- Does not compete with or undermine the interests of the School

Employees must disclose outside employment that may create a real or perceived conflict of interest. The School reserves the right to review and determine whether such employment is appropriate.

The School assumes no responsibility for outside employment. Authorization for outside employment may be modified or revoked if concerns arise.

## **Separation of Employment**

Employees who choose to resign are expected to provide as much advance notice as possible. A minimum of two (2) weeks' notice is requested when practicable.

Employees who are subject to an employment agreement or annual contract are expected to comply with any applicable resignation or notice provisions contained in those agreements.

Upon separation, employees will receive all earned wages in accordance with applicable law, including any accrued and unused vacation, where applicable.

Employees enrolled in School-sponsored benefits will be provided with information regarding continuation of coverage, including COBRA, as required by law.

## **Internal Complaint Review**

### ***Purpose***

The purpose of this policy is to provide employees with a clear and fair process for raising and resolving work-related concerns. The School is committed to addressing concerns promptly, fairly, and in a manner that supports a respectful and professional work environment.

Employees are encouraged to raise concerns in good faith without fear of retaliation.

Complaints related to unlawful harassment, discrimination, or retaliation are addressed under the School's Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation.

Nothing in this policy is intended to discourage respectful professional inquiry, collaboration, requests for clarification, good-faith concerns regarding scholar services or school operations, or professional disagreement communicated through appropriate channels. Differences in professional perspective, instructional approach, collaboration style, or professional problem-solving discussions, by themselves, do not constitute misconduct, harassment, or a hostile work environment.

### **Internal Complaints (Employee-to-Employee)**

This section applies when an employee raises a concern regarding another employee.

Whenever appropriate, employees are encouraged to attempt to resolve concerns at the lowest possible level, including with their immediate supervisor. However, employees are not required to do so if they are uncomfortable.

If informal resolution is not appropriate or successful, the following process applies:

1. The employee should report the concern to the Director and/or Assistant Director as soon as reasonably possible.
2. The employee may be asked to submit the complaint in writing, including relevant facts and details.
3. The Director, Assistant Director, or designee will conduct an appropriate review or investigation based on the nature of the concern.
4. The School will determine appropriate next steps, which may include corrective action, mediation, or other resolution.

If the complaint involves the Director and/or Assistant Director, the employee may submit the complaint in writing to the President of the Board of Directors. The Board may conduct or authorize an investigation and determine appropriate action.

## **Complaints by Third Parties**

This section applies when a non-employee (e.g., parent, community member, or vendor) raises a concern regarding an employee.

Complaints should be submitted to the Director and/or Assistant Director, or to the Board President if the complaint involves the Director and/or Assistant Director.

The School will review the complaint and may:

- Gather information from relevant parties
- Conduct an investigation as appropriate
- Take corrective or disciplinary action if warranted

## **General Guidelines**

### ***Good Faith Reporting***

Employees are expected to raise concerns in good faith. Reports that are knowingly false or made with malicious intent may result in disciplinary action.

### ***Confidentiality***

The School will make reasonable efforts to maintain confidentiality during the complaint process. However, complete confidentiality cannot be guaranteed, as information may need to be shared to conduct a thorough review.

### ***Non-Retaliation***

The School strictly prohibits retaliation against any individual who:

- Reports a concern in good faith
- Participates in an investigation
- Provides information related to a complaint

Any employee who engages in retaliation may be subject to disciplinary action, up to and including termination.

## **Resolution**

The School will review and address complaints in a manner appropriate to the circumstances. While the School cannot guarantee a specific outcome, it is committed to ensuring that concerns are taken seriously and addressed in a fair and timely manner.

# **HANDBOOK ADMINISTRATION**

## **Amendment to Employee Handbook**

This Employee Handbook describes the School's current employment policies and practices and is not intended to create a contract of employment.

The School reserves the right to amend, modify, or discontinue any policies, practices, or benefits described in this Handbook at any time, with or without notice, to the extent permitted by applicable law. Any such changes will be made in writing and approved by the School.

Written updates to the Handbook will be communicated to employees. No oral statements or representations can alter the provisions of this Handbook.

Nothing in this Handbook is intended to alter the at-will employment relationship. Employees remain free to resign at any time, and the School retains the right to terminate employment at any time, with or without cause or advance notice, subject to applicable law.

## **Guidance Regarding Complaint Forms**

The School provides two separate forms depending on the nature of the concern being reported.

Appendix A should be used for concerns involving alleged harassment, discrimination, retaliation, or other conduct that may violate the School's Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation.

Appendix B should be used for general workplace concerns not involving harassment, discrimination, or retaliation, including concerns related to communication, workplace conflict, supervision, collaboration, policy implementation, or other professional workplace issues.

## APPENDIX A

### HARASSMENT/DISCRIMINATION/RETALIATION COMPLAINT FORM

This form is intended to support the School in reviewing and addressing concerns in a fair, timely, and thorough manner.

*It is the policy of the School to provide a work environment free from harassment, discrimination, and retaliation. This form is provided to report conduct that may violate School policy or applicable law so that the School may investigate and take appropriate action.*

*The School strictly prohibits retaliation against any individual who reports concerns in good faith or participates in an investigation.*

*If you are an employee of the School, you may file this form with the Director, Assistant Director, or, if the complaint involves administration, the Board President.*

*The School will make reasonable efforts to maintain confidentiality. However, information may be shared as necessary to conduct a thorough investigation.*

*Reports should be made in good faith. Knowingly false or malicious reports may result in disciplinary action.*

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

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

Date of Alleged Incident(s): \_\_\_\_\_

- Single Incident
- Ongoing or repeated incidents

Name of Person(s) you believe harassed, or discriminated or retaliated against, you or someone else:

\_\_\_\_\_  
\_\_\_\_\_

List any witnesses that were present:

---

---

Have you previously reported this concern?

Yes

No

If yes, to whom and when:

---

Where did the incident(s) occur?

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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; what, if any, physical contact was involved; any verbal statements; what did you do to avoid the situation, etc.) (Attach additional pages, if needed):

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How has this situation affected you or your work environment?

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What outcome or resolution are you seeking (if known)?

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I acknowledge that I have read and that I understand the above statements. I hereby authorize the School to disclose the information I have provided as it finds necessary in pursuing its investigation.

I certify that the information provided is true and complete to the best of my knowledge. I understand that this information may be used as part of an investigation and that providing knowingly false information may result in disciplinary action.

\_\_\_\_\_  
Signature of Complainant

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Email

\_\_\_\_\_  
Preferred Method of Contact

Received by: \_\_\_\_\_

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

## APPENDIX B

### INTERNAL COMPLAINT FORM

This form is intended to support professional communication, problem-solving, and the fair review of workplace concerns. Employees are encouraged to address concerns directly and professionally when appropriate; however, use of this form is available when additional support or review is needed.

*This form may be used to report general workplace concerns not involving harassment, discrimination, or retaliation.*

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

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

Date of Alleged Incident(s): \_\_\_\_\_

- Single Incident
- Ongoing or repeated incidents

Name of Person(s) involved in the concern (if applicable):

\_\_\_\_\_  
\_\_\_\_\_

Type of Concern (check all that apply):

- Workplace conflict
- Communication concern
- Policy concern
- Safety concern
- Supervision concern
- Other: \_\_\_\_\_

List any witnesses that were present:

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Have you previously reported this concern?

Yes

No

If yes, to whom and when:

---

Where did the incident(s) occur?

---

Please describe the concern, situation, or workplace issue, including relevant details that may help support understanding or resolution:

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How has this concern affected your work environment, communication, collaboration, or ability to perform your responsibilities?

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What support, resolution, or next steps would you find helpful (if known)?

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I certify that the information provided is true and complete to the best of my knowledge and is being submitted in good faith.

---

Signature of Complainant

---

Date

---

Print Name

To be completed by School:

Received by: \_\_\_\_\_

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



## VIBRANT MINDS CHARTER SCHOOL

TK-6 Grade, Free, Public Education

412 W. Carl Karcher Way

Anaheim, California 92801

714-743-1762

714-563-2401

<https://www.vibrantminds.us/>

<https://www.facebook.com/vibrantmindscharter/>

### DESCRIPTION OF POSITION

**POSITION:** Classroom Teacher

**BASIC FUNCTION:** With the guidance and supervision of the Director and/or Assistant Director for Vibrant Minds Charter School, provide an educational program for scholars in an assigned grade, or a combination thereof, and assist in other school programs as assigned.

#### REPRESENTATIVE DUTIES:

- Demonstrate professionalism in all aspects of the role, including maintaining regular attendance and punctuality; collaborating positively and effectively with colleagues, scholars, families, and administration; communicating respectfully and responsively; demonstrating initiative and strong workmanship; maintaining confidentiality; and contributing to a positive, solution-oriented school culture.
- Use a strength-based approach with scholars and, in partnership with parents/guardians, determine scholars' interests/talents and transform them into strengths through mentoring, character development, and the mastery of knowledge and skills.
- Engage and support scholars' learning; connect their prior knowledge, life experiences, and interests with learning goals; use a variety of instructional strategies and resources, including technology, to respond to their diverse needs; facilitate learning experiences that promote autonomy, interactions, and choice; engage them in problem-solving, critical thinking, and other activities that make subject matter meaningful; and promote self-directed, reflective learning.
- Understand and organize subject matter for scholars' learning; demonstrate knowledge of subject matter content and scholars' development; organize curriculum to support understanding of subject matter; interrelate ideas and information within and across subject matter areas; develop understanding through instructional strategies that are appropriate to the subject matter; and use materials, resources, and technologies to make subject matter accessible.
- Through Differentiation, Individualization, and Personalization (DIP), plan instruction and design learning experiences for all scholars; draw on and value their backgrounds, interests, and developmental learning needs; establish and articulate

goals for their learning; develop and sequence instructional activities and materials for learning; design short-term and long-term plans to foster learning; and modify instructional plans to adjust for individualized needs.

- Participate fully in the inclusion of technology and engineering in the classroom, including but not limited to, Project-Based Learning (PBL) and Technology-Infused Education (TIE). This includes activity planning, cross-curricular integration, and co-teaching.
- Create and maintain effective environments for scholars' learning; create a physical environment that engages them; establish a climate that promotes fairness and respect; promote social development and group responsibility; establish and maintain standards for behavior; plan and implement classroom procedures and routines that support learning; and use instructional time efficiently.
- Assess scholars' learning; establish and communicate learning goals for scholars; collect and use multiple sources of information to assess individual and group learning; involve and guide scholars in assessing their own learning; use the results of assessments to guide instruction; and communicate with scholars, families, and other audiences about scholar's progress.
- Assure each scholar's maximum academic and social-emotional growth to build a strong foundation for future success in school and life.
- Support and uphold the school-wide social-emotional and behavioral support systems including, but not limited to, monitoring the social-emotional well-being of each scholar, tracking Level 2 and Level 3 behaviors, and reaching out to colleagues, support staff, and administration when concerns arise.
- Participate fully in the IEP process which includes, but is not limited to, implementing accommodations, supports, and modifications with fidelity; submitting data regarding scholar's progress in a timely manner when requested; and attending scheduled IEP meetings and participating fully.
- Update Parent Portal on a weekly basis with areas of study, homework assignments, assessment data, announcements, pictures, etc.
- Develop and maintain professionalism by demonstrating dependable attendance, punctuality, accountability, collaboration, ethical conduct, and strong workmanship; communicating effectively with scholars, families, colleagues, and administration; maintaining confidentiality; and remaining committed to professional excellence, continuous improvement, and contributing positively to the Vibrant Minds school community.
- Participate in weekly Think Tank meetings, Professional Development, and other collaborative efforts, as well as provide leadership in agreed upon areas.
- Plan and direct the work of classified personnel and volunteers who assist in the classroom and school.

- Perform related duties as assigned.

## **KNOWLEDGE AND ABILITIES:**

### **Knowledge of --**

- Principles, theories, practices, methods, and techniques used in curriculum development and classroom instruction, including the Science of Reading
- Classroom procedures that promote appropriate scholar conduct and motivation for scholars' learning
- Scholar guidance principles and practices
- Principles of training and providing work direction
- Interpersonal skills using tact, patience, and courtesy
- Applicable sections of the State Education Code and other applicable laws
- Research methods and report writing techniques
- First aid and CPR
- Current trends and research concerning the growth and development of children

### **Ability to --**

- Adapt plans to meet different needs, learning rates, and instructional levels of scholars
- Create an instructional program and a class environment favorable to learning and personal growth
- Establish effective rapport with scholars
- Motivate scholars to develop skills, attitudes, and knowledge needed to provide a good foundation for elementary education, in accordance with each scholar's ability
- Monitor scholars in classrooms
- Display the use of good judgment in making decisions
- Maintain professional relationships with scholars, parents, colleagues, and supervising staff members
- Communicate effectively both orally and in writing in a timely manner
- Maintain acceptable standards of physical health, energy, and emotional adjustment to the job environment

- Exchange information and make presentations
- Bend at the waist, kneel, or crouch to assist scholars
- Stand for extended periods of time
- Use and manage digital calendars (i.e., ability to create and respond to Google Calendar invitations in a timely manner, etc.)
- Implement new technology tools in the classroom setting
- Check email on a regular basis and respond in a timely manner
- Be available to respond to real time messaging communication systems throughout the school day (i.e., Slack)
- Be able to communicate and prioritize tasks to be accomplished when working in the classroom

**EDUCATION AND EXPERIENCE:** Any combination equivalent to a bachelor's degree, including courses needed to meet credential requirements and student teaching classroom experience, as well as CLAD or BCLAD Certification. Other factors for effective performance including the following –

- Clear credential as required by California law
- Master's degree with academic subject matter major (optional)
- Depth of training in one or more areas of the elementary school curriculum

**LICENSES AND OTHER REQUIREMENTS:**

- Valid California Teaching Credential with CLAD or BCLAD authorization
- Assignment in this position is full-time. Work year is 180 days with scholars, with four non-scholar days for Parent/Teacher Conferences, and two “float” days for preparation and/or professional development for a total of 186 days. An additional five professional development days occur prior to the start of the school year, for a total of 191 contracted days. Teachers new to Vibrant Minds Charter School are required to attend five additional professional development days during their first year, for a total of 196 contracted days.
- Appearance, grooming, and personality, which establish a desirable example for scholars
- Ability to meet Vibrant Minds Charter School's standards for physical and mental health
- Better than average evaluation from student teaching supervisors or other

professionals who have observed the personal characteristics, scholastic attainment, and classroom performance of the teacher

**WORKING CONDITIONS:** Classroom and outdoor environment

**VIBRANT MINDS**



Vibrant  
Minds  
Charter  
School

Financial Presentation for  
May 13, 2026

Provided By: ICON School  
Management

## Board Financial Presentation

# Today's Agenda

1. Governor's May Revise
2. March Financials

# Governor's May Revision

Governor emphasized California's strong economic growth, exceeding expectations from the January Budget Proposal

May Revision proposes to fully fund statutory COLA of 2.87%, and provide an additional increase to LCFF (\$926M) to help absorb rising costs, including new requirement to provide employees with 14 weeks of paid pregnancy disability leave (increase base grants to 4.31%)

Proposes a historic 43% increase to SPED base rate from \$917 to \$1,340 per ADA.

Increases the SSPDBG to \$5.0 billion (up from \$2.8 billion in January), allocated at an estimated \$936.98 per ADA for full discretionary use, while also retaining the proposal to repay LEAs the remaining balance owed under the Learning Recovery Emergency Block Grant

Maintains \$1B ongoing funding for CCSPP to support implementation

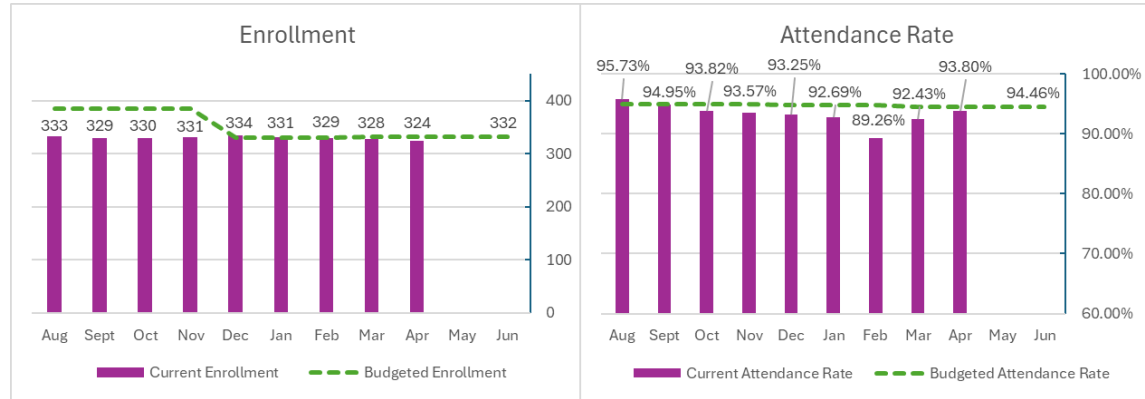
Retains the January proposal to increase ELO-P funding, ensuring Rate 2 LEAs- those with an unduplicated pupil percentage below 55% serving unduplicated students in grades TK-6- receive no less than \$1,800 per ADA

Maintains Universal Meals program

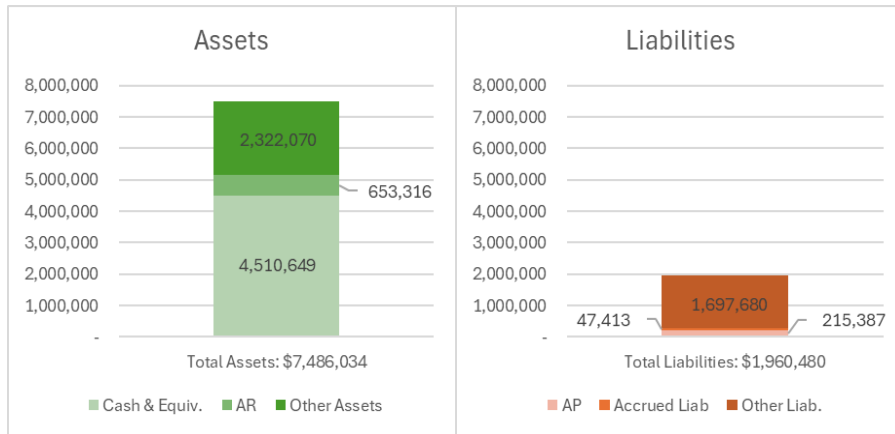
Several one-time funds and resources to address teacher shortages and support educator preparation

# Key Indicators

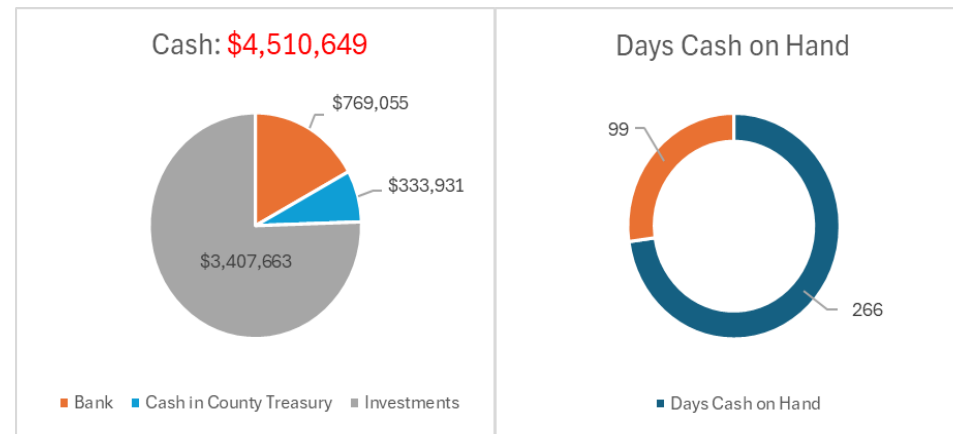
## Enrollment & Attendance



## Balance Sheet



## Cash Details



### Budget Updates:

- May Revise

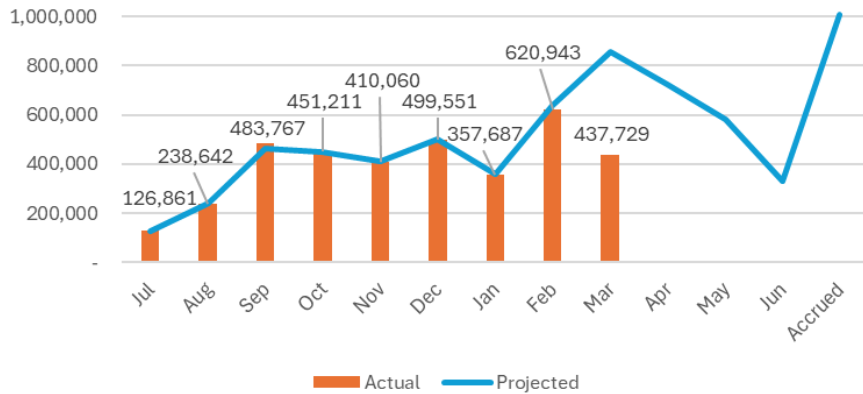
# Balance Sheet

VIBRANT MINDS CHARTER SCHOOL			
BALANCE SHEET			
AS OF MARCH 31, 2026			
FUND: 1701 - Vibrant Minds Charter School			
		1701	Total
<b>ASSETS</b>			
9110	Cash in County Treasury	\$ 333,930.71	333,930.71
9120	Operating Account - F&M	769,055.43	769,055.43
9135	Cash with a Fiscal Agent/Trustee	2,139.65	2,139.65
9150	Investments	3,405,523.13	3,405,523.13
9200	Accounts Receivable	549,829.96	549,829.96
9290	Due from Grantor Governments	103,485.68	103,485.68
9299	Inter-Resource Receivable	1,268,793.99	1,268,793.99
9330	Prepaid Expenditures (Expenses)	64,272.44	64,272.44
9341	Deposits	28,000.00	28,000.00
9421	Leasehold Improvements	19,526.11	19,526.11
9425	Accumulated Depreciation - Land Improvements	108.48	108.48
9430	Buildings	62,462.70	62,462.70
9435	Accumulated Depreciation - Buildings	(4,717.04)	(4,717.04)
9450	Work in Progress	664,600.00	664,600.00
9460	Lease Assets	1,767,775.32	1,767,775.32
9465	Accumulated Amortization - Lease Assets	(1,548,752.40)	(1,548,752.40)
<b>TOTAL ASSETS</b>		<b>\$ 7,486,034.16</b>	<b>\$ 7,486,034.16</b>
<b>LIABILITIES AND EQUITY</b>			
<b>LIABILITIES</b>			
9500	Accounts Payable (Current Liabilities)	\$ 215,386.66	\$ 215,386.66
9501	Accrued Liabilities	17,431.57	17,431.57
9503	Accrued Payroll Taxes	27.25	27.25
9505	STRS Payable	42,496.69	42,496.69
9510	Credit Card Payable	(12,617.68)	(12,617.68)
9511	Unclaimed Funds	75.54	75.54
9599	Inter-Resource Payable	1,268,793.99	1,268,793.99
9650	Unearned Revenue	209,862.88	209,862.88
9667	Leases Payable	219,022.92	219,022.92
<b>TOTAL LIABILITIES</b>		<b>\$ 1,960,479.82</b>	<b>\$ 1,960,479.82</b>
<b>EQUITY</b>			
9791	Beginning Balance	6,372,032.95	6,372,032.95
	Net Income (Loss)	(846,478.61)	(846,478.61)
<b>TOTAL EQUITY</b>		<b>5,525,554.34</b>	
<b>TOTAL LIABILITIES AND EQUITY</b>		<b>\$ 7,486,034.16</b>	<b>\$ 7,486,034.16</b>

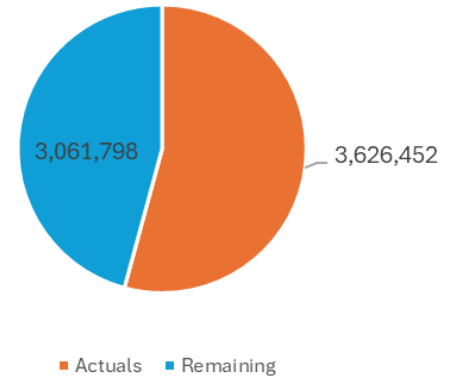
# Revenue

- In March, VM received \$437,729 in revenues
  - LCFF: 254,629
  - Federal: 54,507
  - Other State: 123,162
  - Local: 5,431
- YTD, VM received \$3,626,452 in revenues, which is about 54% of the projected revenues of \$6,688,250

YTD by Month



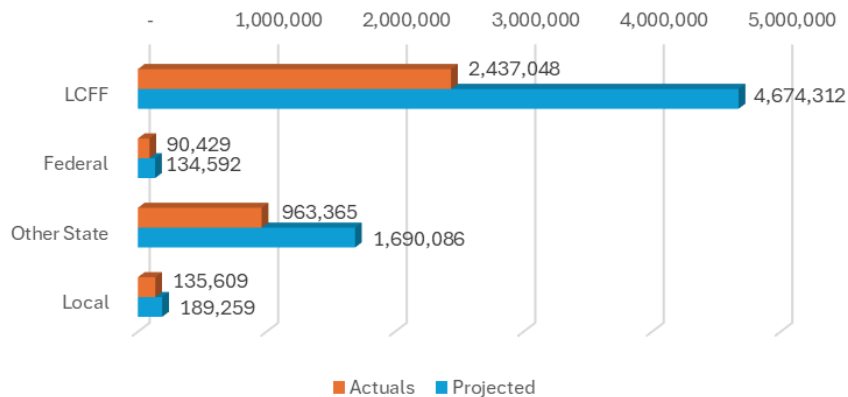
Budgeted Revenue: \$6,688,250



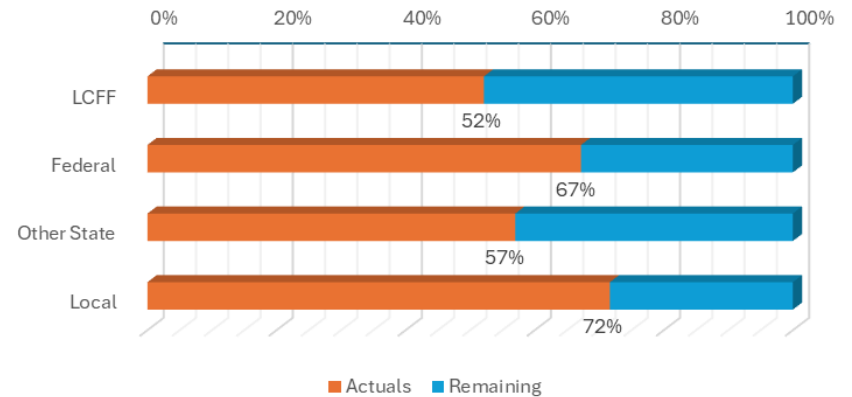
# Revenue

- **LCFF Revenue:** YTD revenue below projections due to delay in ILPT (delay in deposits)
- **Federal Revenue:** Overall revenue is above projections due to the early receipt of the third Title I apportionment (\$45K) and the second and third Title II apportionments (\$10K)
- **Other State:** On target with projection
- **Local Revenue:** On target with projection

YTD vs. Budget

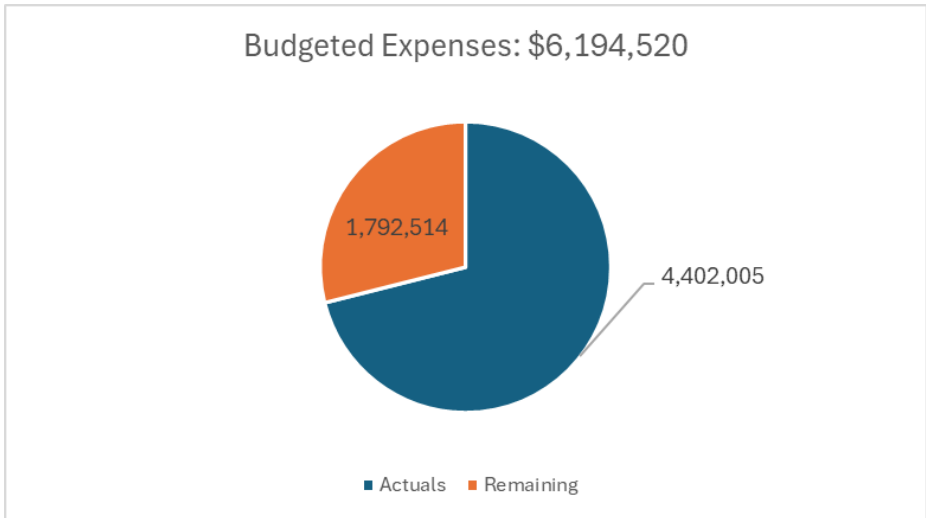
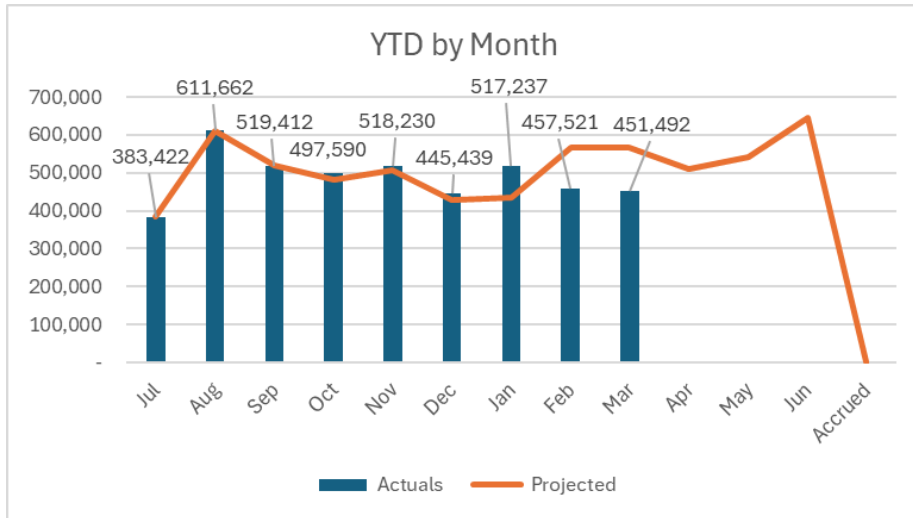


Percentage vs. Budget



# Expenses

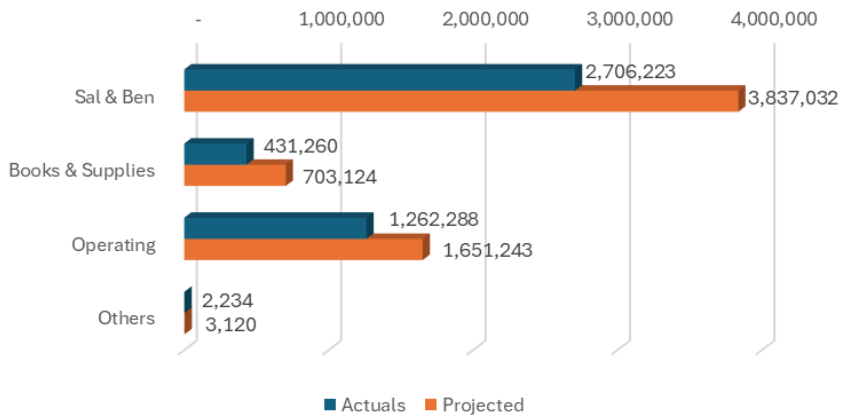
- In March, VM had \$451,492 of expenses
  - S&B: 309,565
  - Books & Supplies: 4,065
  - Services & Operating: 137,710
  - Other: 152
- YTD, VM spent \$4,402,005 which is about 71% of total budgeted expenses of \$6,194,520



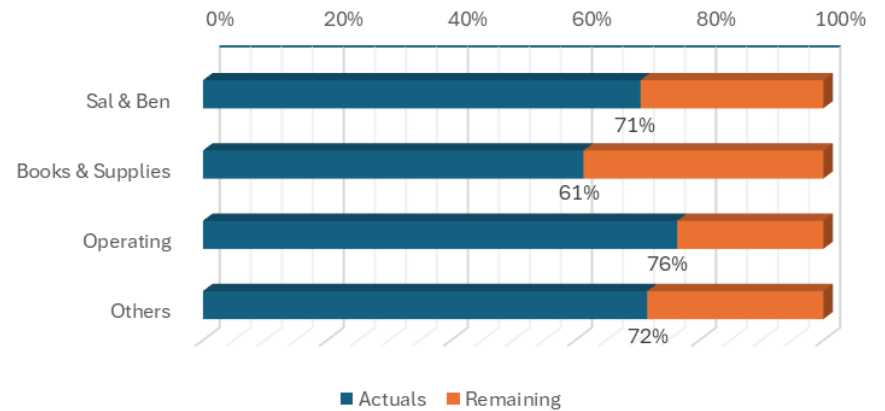
# Expenses

- **Sal & Ben:** On target with projection
- **Books & Supplies:** YTD expenses lower than projected in several categories, most noticeable under Classroom Materials and Supplies (4300 & 4311)
- **Operating:** On target with projection (March rent expense not yet recorded)
- **Others:** On target with projection

YTD vs. Budget



Percentage vs. Budget



# YTD vs. Budget

Description	YTD 03/2026	2025-26 2nd Interim Budget	Percentage
<b>ADA</b>	<b>307.71</b>	<b>313.61</b>	<b>5.90</b>
<b>A. REVENUES</b>			
1. LCFF Sources	2,437,048	4,674,312	52.14%
2. Federal Revenues	90,429	134,592	67.19%
3. Other State Revenues	963,365	1,690,086	57.00%
4. Other Local Revenues	135,609	189,259	71.65%
5. TOTAL REVENUES	<b>3,626,452</b>	<b>6,688,250</b>	54.22%
<b>B. EXPENDITURES</b>			
1. Certificated Salaries	1,286,513	1,804,501	71.29%
2. Non-certificated Salaries	915,198	1,308,722	69.93%
3. Employee Benefits	504,512	723,809	69.70%
4. Books and Supplies	431,260	703,124	61.33%
5. Services & Other Operating Expenditures	1,262,288	1,651,243	76.44%
6. Capital Outlay	2,234	3,120	71.60%
7. Other Outgo	-	-	
8. TOTAL EXPENDITURES	<b>4,402,005</b>	<b>6,194,520</b>	71.06%
<b>C. NET INCOME</b>	<b>(775,554)</b>	<b>493,730</b>	

# Check Register

VIBRANT MINDS CHARTER SCHOOL				
CHECK REGISTER				
03/01/2026 - 03/31/2026				
Date	Vendor/Payee	Memo	Object(s)	Amount
03-12-2026	Anaheim Union High School District	Payments processed on 03-12-2026	9500 - Accounts Payable (Current Liabilities)	5,610.00
		Oct 2025 Transportation	5843 - Student Field Trips	-
		Oct 2025 Transportation	5843 - Student Field Trips	-
		Nov 2025 Transportation	5843 - Student Field Trips	-
		Dec 2025 Transportation	5843 - Student Field Trips	-
03-12-2026	Anaiss Servin	Invoice #REIMB20251115	9500 - Accounts Payable (Current Liabilities)	699.00
		Expense Reimbursement - Phone Repair	5640 - Repairs	-
03-12-2026	Department of Justice	Invoice #012173	9500 - Accounts Payable (Current Liabilities)	147.00
		Fingerprint Fee	5836 - Fingerprinting	-
03-12-2026	Law Office of Young, Minney & Corr, I	Invoice #20489	9500 - Accounts Payable (Current Liabilities)	8,149.50
		Legal Services	5830 - Legal	-
03-12-2026	Orange County Dept. of Education	Invoice #94W10894	9500 - Accounts Payable (Current Liabilities)	555.00
		Wild Wetlands Field Trip	5843 - Student Field Trips	-
03-12-2026	Staples	Invoice #6044358452	9500 - Accounts Payable (Current Liabilities)	168.46
		Custodial Supplies	4315 - Custodial Supplies	-
03-12-2026	Wells Fargo Vendor Financial Service	Invoice #5036866225	9500 - Accounts Payable (Current Liabilities)	925.04
		Copier Lease	5605 - Equipment Lease	-
03-13-2026	CharterSAFE	Invoice #51403	9500 - Accounts Payable (Current Liabilities)	9,047.00
		25-26 Builders Risk Premium	5450 - Other Insurance	-
03-13-2026	Department of Justice	Invoice #018533	9500 - Accounts Payable (Current Liabilities)	47.00
		Fingerprint Fee	5836 - Fingerprinting	-
03-13-2026	Jennifer Pham	Invoice #10156	9500 - Accounts Payable (Current Liabilities)	2,225.00
		Website Redesign	5916 - Website Development, Maintenance	-
03-13-2026	Melissa Montanez	Invoice #REIMB20251217	9500 - Accounts Payable (Current Liabilities)	69.58
		Expense Reimbursement - PBL Supplies	4311 - Classroom Materials and Supplies	-
03-13-2026	Naomi Perez	Invoice #REIMB20260126	9500 - Accounts Payable (Current Liabilities)	61.51
		Expense Reimbursement - Classroom Supplies	4311 - Classroom Materials and Supplies	-
03-17-2026	Anaiss Servin	Invoice #REIMB20260127	9500 - Accounts Payable (Current Liabilities)	54.56
		Expense Reimbursement - Food for ELAC Meeting	4300 - Materials and Supplies	-

# Check Register

03-17-2026	Bill Schroeder	Invoice #REIMB20260215	9500 - Accounts Payable (Current Liabilities)	139.66
		Expense Reimbursement - Food for Performers	4300 - Materials and Supplies	-
03-17-2026	Homegrown Marketing	Invoice #3	9500 - Accounts Payable (Current Liabilities)	1,500.00
		Marketing Support Package	5911 - Recruitment Advertising	-
03-17-2026	Mutual of Omaha	Invoice #002024913365	9500 - Accounts Payable (Current Liabilities)	6,230.51
		Feb 2026 Health Insurance	9330 - Prepaid Expenditures (Expenses)	-
03-17-2026	Robert Nelson	Invoice #REIMB20260215	9500 - Accounts Payable (Current Liabilities)	106.83
		Expense Reimbursement - US Flag Supplies	4305 - Instructional Materials and Supplies	-
03-20-2026	Celestial Rico	Invoice #REIMB20260215	9500 - Accounts Payable (Current Liabilities)	39.51
		Expense Reimbursement - Classroom Supplies	4311 - Classroom Materials and Supplies	-
03-20-2026	Glasby Maintenance Supply Co.	Payments processed on 03-20-2026	9500 - Accounts Payable (Current Liabilities)	760.91
		Bath Tissue	4315 - Custodial Supplies	-
		Custodial Supplies	4315 - Custodial Supplies	-
		Hand Soap	4315 - Custodial Supplies	-
03-25-2026	ICON School Management	Invoice #2376	9500 - Accounts Payable (Current Liabilities)	20,534.84
		CALPADS February 2026	5800 - Professional/Consulting Services and	-
		March 2026 Monthly Contract Fee	5813 - Business Services	-
03-09-2026		Palm Removal & Broadway Site	5510 - Janitorial & Gardening Services	2,600.00
03-10-2026	PJ Janitorial	Cleaning Services Invoice #11, #12, #13, #14 (November t	5510 - Janitorial & Gardening Services	26,335.24
03-30-2026	St. Anthony Claret Church	Utilities Invoice #2601-2 , 2602-01	5620 - Utilities	5,976.76
03-27-2026	Edgar Morgado	Expense Reimbursement- Repairs & Tent	5600 - Rentals Leases, Repairs and Noncapi	1,045.00
03-03-2026	Farmers & Merchants Bank	OLB Stop Payment Charge	5815 - Bank Charges	15.00
03-03-2026		Cardmember - Payment - 9119	9510 - Credit Card Payable	6,167.87
03-04-2026		Cardmember - Payment - 9119	9510 - Credit Card Payable	1,106.26
03-06-2026	SUNPAC Storage Containers, Inc.	Storage Container Rental	5605 - Equipment Lease	260.00
03-13-2026	SUNPAC Storage Containers, Inc.	Storage Container Rental	5605 - Equipment Lease	130.00
03-31-2026		Cardmember - Payment - 9119	9510 - Credit Card Payable	13,266.07
03-31-2026		Cardmember - Payment - 8664	9510 - Credit Card Payable	25,705.46
03-10-2026	Paycom	03-10-2026 Payroll & Payroll Taxes	9502 - Accrued Payroll, 9503 - Accrued Payr	133,155.39
03-25-2026	Paycom	03-25-2026 Payroll & Payroll Taxes	9502 - Accrued Payroll, 9503 - Accrued Payr	131,482.30
			<b>Total</b>	<b><u>\$404,316.26</u></b>



# QUESTIONS?

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Roy Kim

Chief Operating Officer

*ICON School Management*

[rkim@iconsm.com](mailto:rkim@iconsm.com)