

## Virtual Preparatory Academy at Lucerne

### REGULAR BOARD MEETING AGENDA

Wednesday, April 20, 2023 2:30 PM

**Meeting Location:** 2335 W Foothill Blvd. #11 Upland, Ca. 91786

**Members of the public may also observe and participate in the meeting via Zoom:**

Join Zoom Meeting

<https://us06web.zoom.us/j/85160196493?pwd=a1h3RjNtTWYvTmdlNy83TElpU2lrUT09>

Phone Access: 669-900-6833 or 213-338-8477

Meeting ID: 851 6019 6493 Passcode: 697055

Individuals wishing to speak at the board meeting during the public comment period may do so at the designated time, in-person at the location(s) above, via Zoom or through the telephone numbers above, or by directing advance written comments to the Head of School, Michelle Romaine, at [mromaine@vpreplucerne.org](mailto:mromaine@vpreplucerne.org).

### MEETING AGENDA & RELATED MATERIALS

For more information concerning this agenda or for materials relating to this meeting, please contact the Head of School, Michelle Romaine, at [mromaine@vpreplucerne.org](mailto:mromaine@vpreplucerne.org). Any public records relating to an agenda item for an open session of the Board shall be available for inspection at 2335 W. Foothill Blvd., Upland, CA 91786.

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

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

### REASONABLE LIMITATIONS MAY BE PLACED ON PUBLIC TESTIMONY

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

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

Pursuant to the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, any individual with a disability who requires reasonable accommodation to attend or participate in this meeting may request assistance by contacting the Head of School, Michelle Romaine, at [mromaine@vpreplucerne.org](mailto:mromaine@vpreplucerne.org).

## I. Opening Items

### A. Meeting Called to Order

Governing Board Meeting  
VPA Lucerne

Date: April 20, 2023

**B. Welcome and Roll Call**

**C. Adoption of Agenda**

**D. Approval of Minutes**

3/15/23 Regular Board Meeting

**E. Public Comment**

Members of the public may address the Board at regular meetings on agenda or non-agenda items that are within the subject matter jurisdiction of the Board, and at special meetings on agenda items only. At the designated time for public comment, speakers line up at the designated podium at the meeting locations(s), use the “raise hand” function on Zoom, or calling the indicated phone number on the agenda pressing \*9 to “raise your hand.” Speakers on items not on the agenda for action will be heard at the conclusion of the public input period. Each speaker is allowed a maximum of three minutes for his or her comments. Accommodations are made for translation and for those needing assistance. Each speaker may only make a single appearance at each Board Meeting. Exceptions are made for items labeled “Public Hearing”.

**F. Closed Session**

**Conference with Legal Counsel - Anticipated Litigation**

Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 1 case.

**G. Administrative Reports:**

Michelle Romaine, Head of School  
Kristen Mandell, Principal  
Sandra Ramirez, ELD Administrator

**II. Action Items**

**A. Appointment of President and Chief Executive Officer**

The Board will consider and approve the appointment of an employee to the Chief Executive Officer role.

**B. Appointment of Board Chair**

The Board will consider and approve the appointment of a member of the board to the Board Chair role.

**C. Appointment of Board Secretary**

The Board will consider and approve the appointment of a member of the board to the Secretary Chair role.

**D. Appointment of Chief Financial Officer/Treasurer Role**

The Board will consider and approve the appointment of a member of the board to the Chief Financial Officer/Treasurer role.

**E. Employee Contract Templates**

The Board will consider approval of the employee contract templates.

Governing Board Meeting  
VPA Lucerne

Date: April 20, 2023

These contracts will be used for the hiring of Virtual Preparatory Academy at Lucerne employees.

**F. Teacher Salary Schedule**

The Board will consider approval of the Teacher Salary Schedule for 23-24

**G. School Calendar SY23-24**

The Board will consider approval of the SY23-24 school calendar.

**H. Accel School Services Expense Invoice**

The Board will consider approval for the payment of expenses for February.

**I. Whistleblower and Anti-Fraud Policy**

The Board will consider and approve a Whistleblower and Anti-fraud policy.

### **III. Closing Items**

**A. Board Member Comments**

**B. Motion for Adjournment**

**AT-WILL EMPLOYMENT AGREEMENT**  
**Between**  
**VIRTUAL PREPARATORY ACADEMY & [INSERT EMPLOYEE NAME]**

THIS EMPLOYMENT AGREEMENT (“Agreement”) is entered into by and between the above-named employee (“Employee”) and the Governing Board (“Board”) of Virtual Preparatory Academy (“VPrep”), a California public charter school approved by the Lucerne Valley Unified School District (“District”). The Board desires to hire employees who will assist VPrep in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of VPrep’s charter. The parties recognize that VPrep is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, VPrep and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

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

1. VPrep operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq.*, and which has been duly approved by the District, according to the laws of the State of California.
2. Pursuant to Education Code section 47604, VPrep has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq.* of the Corporations Code). As such, VPrep is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of VPrep, and the employee signing below expressly recognizes that he/she is being employed by VPrep and not the District.
3. Pursuant to Education Code section 47610, VPrep must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.
4. VPrep shall be deemed the exclusive public school employer of the employees at VPrep for purposes of Government Code section 3540.1.

**B. EMPLOYMENT TERMS AND CONDITIONS**

1. **Duties**

The Employee shall work in the position of [INSERT]. The Employee will perform such duties as VPrep may reasonably assign and the Employee will abide by all VPrep policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of VPrep’s charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of VPrep.

2. **Work Schedule**

The minimum on-site obligations for this position shall generally be [INSERT - for example "Monday through Friday, 8:00 a.m. to 5:00 p.m."]. While the Employee shall be available on-site during this time period, the duties of this exempt position may require work on weekends, as well as before and after the regular work year or hours of the work day. Workdays on which the Employee is expected to be on-site shall be consistent with the applicable calendar of workdays for this position. The current year schedule is attached hereto and incorporated by reference herein. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with VPrep.

3. **Compensation**

The annual compensation for this position shall be \$[INSERT], to be paid twice monthly, subject to all regular withholdings. For convenience and to help make paychecks consistent throughout employment, the Employee authorizes VPrep to pay the Employee's salary equally over a period of twelve (12) months.

The Employee's compensation may be prorated depending on whether the Employee remains employed, or in active work status, for the entire year. As an exempt employee, the Employee shall not be eligible to earn overtime.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by VPrep (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by VPrep in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with VPrep. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent VPrep from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at VPrep shall only be as specified in this Agreement, VPrep's charter, the Charter Schools Act, and VPrep's Employee Handbook, which VPrep may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with VPrep.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his/her professional capacity or within the scope of his/her employment whom he/she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident. By executing this Agreement, the Employee acknowledges he/she is a child care custodian and is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

9. **Fingerprinting/TB Clearance**

Fingerprint clearance for the Employee will be acquired through submitting the Employee's fingerprints to the California Department of Justice. The Employee will be required to assume the cost of all fees related to the fingerprinting process. The Employee will be required to submit evidence from a licensed physician and/or licensed entity that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at VPrep, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with VPrep.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. VPrep shall in no way be responsible for any expenses attendant to the performance of such outside activities.

**C. EMPLOYMENT AT-WILL**

VPrep may terminate this Agreement and the Employee's employment at any time with or

without cause, with or without advance notice, and at VPrep's sole and unreviewable discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of VPrep. No one other than the Board 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 terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

**D. GENERAL PROVISIONS**

1. **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.

2. **Assignment**

The rights and obligations of the respective parties under the 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.

3. **Governing Law**

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

**E. ACCEPTANCE OF EMPLOYMENT**

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with VPrep on the terms specified herein.



2. All information I have provided to VPrep related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. This is the entire agreement between VPrep and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

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

**VPrep Approval:**

Date: \_\_\_\_\_  
\_\_\_\_\_ Michelle Romaine, Head of School

***This Employment Agreement is subject to ratification  
and approval by the Governing Board of VPrep.***

**AT-WILL EMPLOYMENT AGREEMENT**  
**Between**  
**VIRTUAL PREPARATORY ACADEMY & [INSERT EMPLOYEE NAME]**

THIS EMPLOYMENT AGREEMENT (“Agreement”) is entered into by and between the above-named employee (“Employee”) and the Governing Board (“Board”) of Virtual Preparatory Academy (“VPrep”), a California public charter school approved by the Lucerne Valley Unified School District (“District”). The Board desires to hire employees who will assist VPrep in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of VPrep’s charter. The parties recognize that VPrep is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

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2. **Work Schedule**

The work schedule for this position shall be [part-time OR full-time] consisting of [INSERT SCHEDULE]. The Employee is prohibited from working hours in excess of this work schedule, including overtime, without the prior written consent of VPrep. Workdays for the Employee shall be consistent with the applicable calendar of workdays for this position. The current year schedule is attached hereto and incorporated by reference herein. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with VPrep.

3. **Compensation**

The hourly pay for this position is \$[INSERT AMOUNT], subject to all regular withholdings. The Employee shall be paid twice monthly. The Employee shall not be permitted to earn overtime compensation without the prior written consent of VPrep.

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Board 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 terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this “at-will” relationship.

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3. A copy of the job description is attached hereto.

4. This is the entire agreement between VPrep and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

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

**VPrep Approval:**

Date: \_\_\_\_\_  
\_\_\_\_\_ Michelle Romaine, Head of School

*This Employment Agreement is subject to ratification  
and approval by the Governing Board of VPrep.*

**Virtual Preparatory Academy at Lucerne  
Certificated Teacher Salary Schedule  
2023-2024**

SY 2023-2024	Full time teaching experience	Bachelor's Degree	Master's Degree
Teacher	0-2 Years	\$55,168	\$60,685
	3-5 Years	\$57,927	\$63,443
	6-9 Years	\$60,685	\$66,202
	10+ Years	\$69,512	\$75,559
Special Ed. Teacher	0-2 Years	\$57,927	\$63,443
	3-5 Years	\$60,685	\$66,202
	6-9 Years	\$63,443	\$68,960
	10+ Years	\$72,822	\$78,866

**Teacher Compensation** Teacher compensation was analyzed on data reported from other California virtual charter School Accountability Report Cards (SARC).

Virtual Preparatory Academy at Lucerne recognizes up to five years of service for any new teachers starting in 2023-24.

# Virtual Preparatory Academy at Lucerne 2022-2023

July 2023						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August 2023						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September 2023						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October 2023						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November 2023						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December 2023						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

January 2024						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February 2024						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

March 2024						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April 2024						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May 2024						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June 2024						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

- First Day & Last Day of School
- Holiday (no school)
- Teacher Work Day/Professional Development (no students)
- Semester end/semester start



2023-2024	
<b>Independence Day</b>	July 4th, 2023
<b>First Day of School</b>	August 14th
<b>Labor Day</b>	September 4th, 2023
<b>Veterans Day (observed)</b>	November 11th, 2023 (observed 10th)
<b>Thanksgiving Break</b>	November 20th - 24th 2023
<b>Winter Break</b>	December 18th 2023 - January 2, 2024
<b>Martin Luther King's Day</b>	January 15th, 2024
<b>President's Day</b>	February 19th, 2024
<b>Spring Break</b>	March 25th - 29th 2024
<b>CAASPP Testing (state testing)</b>	TBD - Spring 2024
<b>Memorial Day</b>	May 27th, 2024
<b>Last Day of School</b>	May 30th 2024
<b>Juneteenth</b>	June 19th, 2024



Invoice No.

EXP-VPLU20230301

Accel Online California, LLC  
1750 Tysons Blvd  
13th Floor  
McLean, VA 22102

Name **Virtual Preparatory Academy of Lucerne**  
Address **8560 Aliento Rd.**  
City **Lucerne Valley, CA 92356**  
Country \_\_\_\_\_

Date **3/1/2023**  
Payment Due: **Upon Receipt**

Description	TOTAL
Balance due to Accel / Pansophic	\$ 74,659.10
Lucerne school expenses paid for by Accel / Pansophic for the period Feb 2023	

Please wire payment to:

Accel School, LLC  
ABA # for WIRE 026009593  
Account # 435029094484

SubTotal	\$ 74,659.10
Shipping & Handling	\$ -
Taxes	\$ -
Other	\$ -
<b>TOTAL</b>	<b>\$ 74,659.10</b>

**Lucerne school expenses paid by Accel and Pansophic (period Feb 2023)**

	<u>Balance Due</u>
Due to Accel	-
Due to Pansophic	74,659.10
<b>Total</b>	<b>74,659.10</b>

<b>Category</b>	<b>Amount</b>
Office Rent	
CALSTRS	58,737.23
Fixed Assets-Staff Computers	
Tutoring Platform	
Spec. Ed. Services (Berry SLP)	
Spec. Ed. Teacher (3rd party)	
Occupational Therapist (3rd party)	
School Counselor (3rd party)	
School Psychologist (3rd party)	
Speech Therapist (3rd party)	
Telephone/Internet/Student hotspot	2,475.14
Technology Equipment	112.81
Technology Services	-
Life/AD&D/STD/LTD Benefits	-
Teaching/Student Supplies	138.77
Office Supplies	882.67
Anna Serin-CALPADS	
Registration Fee-Conferences	1,714.75
Professional Development	328.95
Corporate Insurance	
Legal Services	-
Mileage/Parking/Tolls	812.89
Travel/Lodging/Meals	3,949.04
Postage & Delivery-Business	-
Postage & Delivery-Educational	506.85
Dues & Memberships	-
Marketing	-
District Oversight Fee	-
Advisory Services	5,000.00
Tax / Audit Fees	-
SS ER Tax Deferral - Installment # 2	-
Retirement Reporting Services	-
<b>TOTAL</b>	<b>74,659.10</b>

9255 Due from (to) Pansophic (74,659.10)

GL Extract;

Posted Dt.	Doc Dt.	Doc	Memo / Description	Dep:	JNL	Debit	Credit	Balance	Comments
2/6/2023	2/6/2023		San Bernardino County Superintendent of Schools (CALSTRS-JAN)				58,737.23	(58,737.23)	EE & ER STRS contribution Jan 2023
2/6/2023	2/6/2023		Key Charter Advisors, LLC - Retainer				5,000.00	(63,737.23)	Retainer for Advisory Services
2/16/2023	2/16/2023		Ring Central # 522575 - Jan 2023				1,508.57	(65,245.80)	Telephone services
2/28/2023	2/28/2023		Verizon # 9926319424 - Jan 2023				974.79	(66,220.59)	student hotspot equipment / data plans
2/28/2023	2/28/2023		Verizon CM #9921561528 - Nov 2022			86.19		(66,134.40)	student hotspot equipment / data plans
									Teaching/Student Supplies - \$7.11; \$82.66-MKV; \$49.00-EL; Office Supplies - \$882.67;Technology Equipment - Students - \$112.81-SPED; Registration Fees-Conferences - \$1,594.00; \$120.75-SPED; Professional Development - \$213.63; \$115.32-SPED; Mileage, Parking, & Tolls - \$812.89; Travel, Lodging, & Meals - \$3,949.04; Internet - \$77.97; Postage
2/28/2023	2/28/2023		VPAL Expensify - Feb 2023				8,524.70	(74,659.10)	& Delivery-Educational - \$506.85
							Diff	-	

California STRS - January 2023

Fiscal Year	Employee Last Name	Employee First Name	Earnings	Begin Date	End Date	EE Contributions	EE Contribution Rate	ER Contributions		Actual EE % withheld
2023	Abdul-Khabir	Jameelah	4510.24	1/1/2023	1/31/2023	462.30	10.25%	861.46		10.25%
2023	Borges Spencer	Gina	4715.24	1/1/2023	1/31/2023	483.32	10.25%	900.62		10.25%
2023	Buffo	Sierra	190.84	1/1/2023	1/31/2023	19.56	10.25%	36.45		10.25%
2023	Burrola	Megan	4715.24	1/1/2023	1/31/2023	483.32	10.25%	900.62		10.25%
2023	Call	Tiffany	8162.10	1/1/2023	1/31/2023	836.61	10.25%	1558.96		10.25%
2023	Cook	Lorraine	5615.70	1/1/2023	1/31/2023	575.60	10.25%	1072.60		10.25%
2023	Dore	MacKenzie	5615.70	1/1/2023	1/31/2023	575.60	10.25%	1072.60		10.25%
2023	Escojido	Linda	5166.24	1/1/2023	1/31/2023	529.54	10.25%	986.76		10.25%
2023	Fessler	Paige	4510.24	1/1/2023	1/31/2023	462.30	10.25%	861.46		10.25%
2023	Hamilton	Crimson	4715.24	1/1/2023	1/31/2023	481.20	10.205%	900.62		10.205%
2023	Horne	Sarah	2246.28	1/1/2023	1/31/2023	230.24	10.25%	429.04		10.25%
2023	Ildau	Laurie	5166.24	1/1/2023	1/31/2023	529.54	10.25%	986.76		10.25%
2023	Kapadia	Katayun	4510.24	1/1/2023	1/31/2023	462.30	10.25%	861.46		10.25%
2023	Kapadia	Reuben	5615.70	1/1/2023	1/31/2023	575.60	10.25%	1072.60		10.25%
2023	Karakas	Annah	5095.38	1/1/2023	1/31/2023	519.98	10.205%	973.22		10.205%
2023	Kelly	Rosa	6420.24	1/1/2023	1/31/2023	655.20	10.205%	1226.26		10.205%
2023	Konyak	Erica	4132.99	1/1/2023	1/31/2023	423.63	10.25%	789.41		10.25%
2023	Lewis	Stephanie	5166.24	1/1/2023	1/31/2023	529.54	10.25%	986.76		10.25%
2023	Lopez	Lisa	5166.24	1/1/2023	1/31/2023	529.54	10.25%	986.76		10.25%
2023	Lothyan	Laura	5615.70	1/1/2023	1/31/2023	575.60	10.25%	1072.60		10.25%
2023	Lovell	Malia	6923.08	1/1/2023	1/31/2023	706.50	10.205%	1322.30		10.205%
2023	Malcolm	Michele	5861.46	1/1/2023	1/31/2023	600.80	10.25%	1119.54		10.25%
2023	Moe	Jessica	5615.70	1/1/2023	1/31/2023	575.60	10.25%	1072.60		10.25%
2023	Mongoven	Cory	4510.24	1/1/2023	1/31/2023	462.30	10.25%	861.46		10.25%
2023	Montanarelli	Stephanie	5861.46	1/1/2023	1/31/2023	598.16	10.205%	1119.54		10.205%
2023	Morris	Alessandra	4715.24	1/1/2023	1/31/2023	481.20	10.205%	900.62		10.205%
2023	Murillo	Patricia	6428.56	1/1/2023	1/31/2023	656.04	10.205%	1227.85		10.205%
2023	Nguyen	Peter	5615.70	1/1/2023	1/31/2023	575.60	10.25%	1072.60		10.25%
2023	Petrashishina	Irina	5615.70	1/1/2023	1/31/2023	575.60	10.25%	1072.60		10.25%
2023	Ramirez	Sandra	5812.24	1/1/2023	1/31/2023	595.76	10.25%	1110.14		10.25%
2023	Reynolds	Tamara	6683.08	1/1/2023	1/31/2023	685.02	10.25%	1276.46		10.25%
2023	Sahin	Kimberly	4510.24	1/1/2023	1/31/2023	460.26	10.205%	861.46		10.205%
2023	Sneed	Sophia	4510.24	1/1/2023	1/31/2023	462.30	10.25%	861.46		10.25%
2023	Tran	Tien	4715.24	1/1/2023	1/31/2023	483.32	10.25%	900.62		10.25%
2023	Trone	Lainy	5615.70	1/1/2023	1/31/2023	575.60	10.25%	1072.60		10.25%
2023	Van Epps	Stephanie	4715.24	1/1/2023	1/31/2023	481.20	10.205%	900.62		10.205%
2023	Vasquez	Juan	4920.24	1/1/2023	1/31/2023	502.12	10.205%	939.76		10.205%
2023	Wortmann	Suzanne	4920.24	1/1/2023	1/31/2023	502.12	10.205%	939.76		10.205%
2023	Ypma	Erica	5615.70	1/1/2023	1/31/2023	575.60	10.25%	1072.60		10.25%
			\$ 200,217.33			\$ 20,495.62		\$ 38,241.61	\$ 58,737.23	
									<b>Total Payment</b>	
								19.10%		

**VIRTUAL PREPARATORY ACADEMY AT LUCERNE  
BOARD OF DIRECTORS  
WHISTLEBLOWER AND ANTI-FRAUD POLICY**

**Purpose**

This Whistleblower and Anti-Fraud Policy (the “Policy”) has been created to support Virtual Preparatory Academy at Lucerne’s (the “Charter School”) commitment to protecting public funds, its revenue, property, reputation, and other assets, and to define guidelines for the reporting, investigation, and handling of fraud, should it be suspected.

**Applicability**

This Policy applies to all employees (inclusive of full-time, part-time, and temporary employees), volunteers, independent contractors, vendors, and members of the Board of Directors (the “Board”) of the Charter School. Parents and members of the public may report suspected fraud pursuant to the procedures provided in this Policy.

**Definition of Fraud**

In law, “fraud” generally involves an intentional act of deception, bribery, forgery, extortion, theft, misappropriation, false representation, conspiracy, corruption, collusion, embezzlement, or concealment of material facts to secure personal or business advantage. The scope of fraud in this Policy includes fraud by employees, independent contractors, vendors, volunteers, and member of the Board.

**The terms fraud, misappropriation and other irregularities in relation to the Charter School refer to, but are not limited to:**

- Misappropriation of funds, securities, supplies, or other assets
- Impropriety in the handling or reporting of money or financial transactions
- Profiteering as a result of insider knowledge or direction of activities of the Charter School
- Disclosing confidential and proprietary information to outside parties, e.g., for personal gain
- Accepting or seeking anything of material value from contractors, vendors, or persons providing services/materials to the Charter School
- Destruction, removal, or inappropriate use of records, furniture, fixtures, and equipment
- Engaging in self-interested and conflicted transactions that have not been disclosed and/or are prohibited by law
- Submitting false claims for payment or reimbursement, including false time statements and attendance records
- Any similar or related irregularity

## **Other Irregularities**

Irregularities concerning an employee's moral, ethical, or behavioral conduct, or job performance generally, should be addressed by the CEO and/or Board, as appropriate. If there is any question as to whether an action constitutes fraud, potential reporters shall contact the CEO, Board Chair, or Treasurer for guidance.

## **Fraud Hotline to Report Suspicion of Fraud**

The Charter School will set up a fraud hotline email address ("Fraud Hotline"). The auto response of the email address for the Fraud Hotline will explain that the Fraud Hotline is for fraud reporting only, and ask that reporters provide a detailed description of everything they are reporting and provide backup documentation, if readily available. The communication will tell reporters that their report shall be confidential to the extent allowed by law and that upon determination that investigation is warranted, an investigation unit (the "Investigation Unit") will be formed to investigate the report. Reporters will be notified that they will not be kept updated on any possible investigation, and that, unless contacted for additional information (if not anonymous), the reporter will not be contacted further regarding the investigation.

The communication to reporters shall also specify that the reporting individual may not contact the suspected individual to determine facts or demand restitution, nor discuss the case, facts, suspicions, or allegations with anyone unless specifically asked to do so by legal counsel or the Investigation Unit.

Whenever a report is made on the Fraud Hotline, an email containing the same shall be automatically forwarded to the Charter School's Treasurer (a member of the Board), who shall initiate an investigation, if warranted, as described in the next section. As of the time this Policy has been adopted, the Treasurer has no signing authority with respect to the Charter School's financial accounts, nor is the Treasurer involved in the day-to-day activities of the Charter School. If these circumstances change in the future, a different Board member will be selected to receive reports of potential fraud, and initiate any needed investigation as described in the next section.

## **Investigation Responsibilities**

After receiving a fraud report through any source that necessitates an investigation, the Treasurer of the Board will convene an Investigation Unit that will include the following personnel: Treasurer and Board Chair. If any one or more of these positions has been implicated in the fraud report, the Treasurer will replace that position with the Vice Chair of the Board, as the Treasurer deems appropriate. The Investigation Unit has the primary responsibility for the investigation of all suspected fraudulent acts as defined in this Policy. For each investigation, the Investigation Unit shall determine the scope of its investigation and shall implement procedures and processes as appropriate to conduct a fair and thorough investigation in accordance with best practices and applicable legal requirements. If the Investigation Unit believes that additional investigative resources are needed, it may seek the assistance of the Charter School's independent financial auditors, legal counsel, insurance provider, or other outside investigators. When the investigation

is concluded, the Investigation Unit shall issue a report to the Board.

### **Confidentiality**

The Investigation Unit shall treat all information received confidentially, subject to any disclosure obligations required by law. Any person who reports suspected fraud must not attempt to personally conduct investigations or interviews/interrogations related to any suspected fraudulent act.

Investigation results will not be disclosed or discussed with anyone other than those who have a legitimate need to know, and as otherwise required by law. This is important in order to avoid damaging the reputations of persons suspected but subsequently found innocent of wrongful conduct and to protect the Charter School from potential civil liability.

### **Authorization for Investigating Suspected Fraud**

Members of the Investigation Unit shall be provided with:

- Free and unrestricted access to all relevant Charter School records and premises, whether owned or rented
- Subject to consultation with legal counsel and compliance with applicable legal obligations, the authority to examine, copy, and/or remove all or any portion of the contents of computers, files, desks, cabinets, and other storage facilities on the premises without prior knowledge or consent of any individual who might use or have custody of any such items or facilities when it is within the scope of their investigation
- Subject to consultation with legal counsel and compliance with applicable legal obligations, authority to interview employees who may possess information within the scope of the investigation
- Authority to incur reasonable and necessary investigation expenses, consistent with the Charter School's fiscal policies and budget

### **Reporting Procedures**

Great care must be taken in the investigation of suspected improprieties or irregularities so as to avoid mistaken accusations or alerting individuals under investigation that an investigation is underway.

An employee or other complainant who discovers or suspects fraudulent activity shall provide a report on the Fraud Hotline as described above. The employee or other complainant may remain anonymous if they choose. All inquiries concerning the activity under investigation from the target of the investigation, their attorney or representative, or any other inquirer should be directed to legal counsel.

No information concerning the status of an investigation may be released beyond the Investigation Unit and the Board except as required by law. Unless advised otherwise by legal counsel, the only



response to any inquiry regarding an ongoing investigation shall be: “I am not at liberty to discuss this matter.” Under no circumstances shall any reference be made to “the allegation,” “the crime,” “the fraud,” “the forgery,” “the misappropriation,” or any other specific reference.

### **Actions Following the Investigation**

If fraud is substantiated by the investigation, disciplinary action, up to and including dismissal, contract termination, and/or litigation, shall be taken by the Board, in consultation with legal counsel and the insurance provider, as applicable.

Decisions to refer the investigation results to the appropriate law enforcement and/or regulatory agencies for independent investigation shall be made by the Board in consultation with legal counsel and the CEO. However, the foregoing is not intended to preclude the Investigation Unit from contacting law enforcement while the investigation is still pending when warranted.

### **Whistle-Blower Protection**

In complying or attempting to comply with this Policy, no employee of the Charter School or person acting on behalf of the Charter School shall:

- be dismissed or threatened to be dismissed;
- be disciplined or suspended or threatened to be disciplined or suspended;
- be penalized or any other retribution imposed; or
- be intimidated or coerced,

based, to any extent, upon the fact that the employee has reported an incident or participated in an investigation in accordance with the requirements of this Policy. Violation of this section of the Policy will result in disciplinary action, up to and including dismissal. However, for the avoidance of doubt, making or attempting to make a report under this Policy does not alter the at-will employment relationship between the Charter School and any reporting employee.

If an allegation is made in good faith by a reporting employee, but it is not ultimately substantiated by the investigation no adverse employment action shall be taken against the originator of the allegation by reason that they reported suspected fraud.

The whistleblower protections described by this Policy are intended to be cumulative, and not an exclusive or exhaustive description of whistleblower procedures and protections provided under state and federal law as applicable.