FEATHER RIVER CHARTER SCHOOL



Regular Scheduled Board Meeting Feather River Charter School November 19, 2019 – 6:00 pm 3840 Rosin Court #100 Sacramento, CA 95834

AGENDA

- 1. Call to Order
- 2. Public Comments
- 3. Approval of the Agenda
- 4. Closed Session Potential Litigation
- 5. Principals Report
 - a. Enrollment
 - b. NHS and NJHS Membership
 - c. SB 126
- 6. Discussion on the Summary of Insurance Coverage
- 7. Discussion and Potential Action on the December Board Meeting Date
- 8. Discussion and Potential Action on the Board Meeting Minutes
- 9. Discussion and Potential Action on the October Financials
- 10. Discussion and Potential Action on the First Interim Report
- 11. Discussion and Potential Action on the Conflict of Interest Code
- 12. Discussion and Potential Action on the Resolution of the Board of Directors of the Feather River Charter School Joining the California Charter Schools Joint Powers Authority
- 13. Discussion and Potential Action on the Healthy Youth Act Curriculum
- 14. Discussion and Potential Action on the Non-Compliance Policy
- 15. Discussion and Potential Action on the Investigation Process Regarding Residency
- 16. Discussion and Potential Action on the Withdrawal Policy and Disenrollment Letter
- 17. Discussion and Potential Action on the Vendor Agreements
- 18. Discussion and Potential Action on the Promotion, Acceleration and Retention Policy
- 19. Discussion and Potential Action on the EL Master Plan
- 20. Adjournment

Feather River

FEATHER RIVER CHARTER SCHOOL

Public comment rules: Members of the public may address the Board on agenda or non-agenda items. Please fill out a yellow card available at the entrance. Speakers may be called in the order that requests are received, or grouped by subject area. We ask that comments are limited to 2 minutes each, with no more than 15 minutes per single topic so that as many people as possible may be heard. By law, the Board is allowed to take action only on items on the agenda. The Board may, at its discretion, refer a matter to district staff or calendar the issue for future discussion.

Note: Feather River Charter School Governing Board encourages those with disabilities to participate fully in the public meeting process. If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public meeting, please contact the Governing Board Office at 818-207-3837 at least 48 hours before the scheduled board meeting so that we may make every reasonable effort to accommodate you. (Government Code § 54954.2; Americans with Disabilities Act of 1990, § 202 (42 U.S.C. § 12132)).

NATIONAL HONOR SOCIETY

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NATIONAL JUNIOR HONOR SOCIETY





NJHS is for students in grades 7th - 9th grade. To be eligible students must have and maintain a GPA of a 3.0 or higher.

The purpose of NJHS is to encourage students to have a heart for service by providing an organization where students complete two community service projects a year: one inidividal and one chapter wide project.

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Feather River Charter School had 5 new students inducted this year into NJHS NHS is for students in grades 10th - 12th grade. To be eligible students must have and maintain a GPA of a 3.5 or higher.

The purpose of NHS is to encourage students to have a heart for service by providing an organization where students complete two community service projects a year: one inidividal and one chapter wide project.

Feather River Charter School had 3 new students inducted this year into NHS

Feather River
Charter School has 5
students in the
program

Feather River
Charter School has 6
students in the
program



EVIDENCE OF COVERAGE BOUND

THE EVIDENCE OF COVERAGE BOUND BELOW HAVE BEEN ISSUED TO THE NAMED MEMBER LISTED HEREIN FOR THE COVERAGE PERIOD INDICATED, NOTWITHSTANDING ANY AGREEMENT, TERM, OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT TO WHICH THIS DECLARATION OF COVERAGE AND LIMITS MAY PERTAIN. THE COVERAGE AFFORDED UNDER THE COVERAGE AREAS LISTED BELOW IS SUBJECT TO ALL THE TERMS, CONDITIONS, AND EXCLUSIONS ESTABLISHED IN THE MEMORANDUM OF COVERAGE AND/OR APPLICABLE POLICIES. LIMITS SHOWN MAY BE OR HAVE BEEN REDUCED BY PAID CLAIMS FOR THE COVERAGE PERIOD INDICATED.

Effective Date: July 1, 2019 12:01 AM - July 1, 2020 12:01 AM

Named Member:

Inspire Charter Schools, DBA Hope Charter Academy

1740 Huntington Drive, Suite 205

Duarte, CA 91010

Coverage Provided by (CP):

Coverage Provider Addendum is available upon request. Please reach out to your CharterSAFE primary representative.

Core Liability Program

Coverage Limits: \$30,000,000 Per Member Aggregate

The Core Liability Program breaks down as follows:

СР	COVERAGES	SCHEDULE OF LIMITS			
A,V, L	Directors & Officers, Employment Practices, and Fiduciary Liability * Directors & Officers Liability (D&O) Deductible: \$100,000 per claim Continuity Date: 03/06/2015 Employment Practices Liability (EPL) Deductible: \$100,000 per claim Continuity Date: 03/06/2015		\$2,000,000 per claim/aggregate		
			\$2,000,000 per claim/aggregate		
	Fiduciary Liability	Deductible: \$0 Continuity Date: 03/06/2015	\$1,000,000 per claim/aggregate		
А,Н	General Liability Deductible: \$500 per occurrence for losses arising out of participation in High Risk Activities** General Liability includes Damage to Premises Rented, Products-Completed Operations, and Personal and Advertising Injury Premises Medical Payment Sublimit		\$2,000,000 per occurrence		
			\$10,000 per person sublimit \$50,000 per occurrence sublimit		
	Employee Benefits Liability		\$2,000,000 per occurrence		
	Educator's Legal Liability Deductible: \$2,500 per occurrence	re	\$2,000,000 per occurrence		
	IEP (Individualized Educational Program) Defense Sublimit Deductible: \$7,500 per occurrence Sexual Abuse Liability Law Enforcement Activities Liability		\$50,000 per occurence/aggregate sublimit		
			\$2,000,000 per occurrence		
			\$2,000,000 per occurrence		
	<u> </u>				

Charter SAFE

	Automobile Includes Autos scheduled with CharterSAFE, non-owned autos and hired autos			
	Auto Liability	\$2,000,000 per occurrence		
	Uninsured/Underinsured Sublimit	\$1,000,000 per occurrence sublimit		
	Automobile Medical Payment Sublimit	\$10,000 per person sublimit \$50,000 per occurrence sublimit		
	Auto Physical Damage Deductible: \$500 per occurrence for Hired auto Physical Damage	\$1,000,000 per occurrence		
В,С, Н,R, W	Excess Reinsurance Applies to the following coverage areas: General Liability, excluding Damage to Premises Rented Employee Benefits Liability Educator's Legal Liability, excluding IEP Defense sublimit Sexual Abuse Liability*** Law Enforcement Activities Liability Automobile Liability, excluding Auto Physical Damage D&O and EPL excluding Fiduciary Liability	\$28,000,000 per occurrence/claim based on underlying coverage \$28,000,000 aggregate Note: Coverage over the underlying \$2,000,000 to make a total of \$30,000,000		

***New Requirement: Sexual Abuse Prevention Training by CharterSAFE & Child Abuse Mandated Report Training for all employees is REQUIRED to be completed within 90 days of CCS JPA implementation of the training to maintain the full \$30,000,000 limit for sexual abuse liability. If training is not completed within the 90 days, the maximum sexual abuse liability limit is \$10,000,000 per occurrence and aggregate.

	Crime						
А	Crime Monies and Securities Deductible: \$500 per occurrence	\$1,000,000 per occurrence					
	Computer & Funds Transfer Fraud Deductible: \$500 per occurrence	\$1,000,000 per occurrence					
	Forgery or Alteration Deductible: \$500 per occurrence	\$1,000,000 per occurrence					
	Employee Dishonesty Deductible: Varies*	\$1,000,000 per occurrence					

*Subject to Named Member's claim experience beginning five years prior to the inception of the period of coverage up to the date of loss. One or more claims on your loss history will increase the deductible. Refer to the Memorandum of Coverage (MOC) for the detailed tiered deductibles.

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Property A,F, **Property** G,I, Valuation: Replacement Cost As scheduled with CharterSAFE к,о, Total Insured Value: (Building Value + Content Value + EDP) subject to the maximum limit of ٧,X, **Deductible**: \$1,000 per occurrence* \$150,000,000 per occurrence. Building (including tenant improvements and betterments) See "Exposures & Locations" section Personal Property - Contents & Electronic Data Processing Builder's Risk - As scheduled with CharterSAFE for projects over \$200,000 Boiler and Machinery / Equipment Breakdown Business Interruption - \$10,000,000

*WATER DAMAGE Deductible is subject to Named Member's claim experience beginning five years prior to the inception of the period of coverage up to the date of loss. One or more claims at the location of loss on your loss history will increase the deductible. Refer to the Memorandum of Coverage (MOC) for the detailed tiered deductibles.

Extra Expense - \$10,000,000

Student & Volunteer Accident						
A,S	Student Accident and Volunteer Accident Deductible: \$500 per incident for losses arising out of participation in High Risk Activities**					
	Student Accident	\$50,000 per incident				
	Volunteer Accident	\$25,000 per incident				

	Additional Program Coverages					
A,M	Pollution Liability and First Party Remediation Deductible: \$10,000 per occurrence	\$1,000,000 per pollution condition \$5,000,000 aggregate for all CharterSAFE members combined				
A,Q, P	Terrorism Liability*	\$5,000,000 per occurrence/aggregate for all CharterSAFE members combined				
A,Q, P	Terrorism Property Deductible: \$1,000 per occurrence Total insured Value (Building Value + Content Value + EDP)	As scheduled with CharterSAFE subject to the maximum limit of \$20,000,000 per occurrence. See "Exposures & Locations" section				
A,N	Cyber Liability* Deductible: \$2,500 per claim	\$1,000,000 per claim \$5,000,000 aggregate for all CharterSAFE members combined				

Workers' Compensation

A,U

Workers' Compensation

Workers' Compensation

Workers' Compensation rate: \$0.908 per \$100 of payroll

Employer's Liability

Statutory

\$5,000,000 per accident \$5,000,000 per disease per employee \$5,000,000 per disease policy limit

The Evidence of Coverage Bound is issued as a matter of information only to Named Members for their internal use and confers no rights upon any viewer of this Evidence of Coverage Bound other than those provided for in the Memorandum of Coverage and/or applicable policies. This Evidence of Coverage Bound does not amend, extend, or alter the coverage described within the Memorandum of Coverage and/or applicable policies and may only be copied, printed, used, and viewed by the Named Member. Any other use, duplication, or distribution of this Evidence of Coverage Bound without the prior written consent of CharterSAFE is prohibited.

^{*} Claims-Made coverage. Coverage applies only to claims made against the Named Member during the Period of Coverage and Reported during the Period of Coverage.

^{**} A list of High Risk Activities is available at www.chartersafe.org or you may contact Carly Weston (cweston@chartersafe.org / 818-394-6547) from CharterSAFE's Risk Management Team.

Feather Diver

Regular Scheduled Board Meeting - Feather River Charter School October 24, 2019 – 6:00 pm 3840 Rosin Court #100, Sacramento, CA 95834

Attendance: Suzanne Nunnink, David Brockmyer, Shankari Arcot, Shannon Milligan

Absent: Shirley Montalvo

Also Present: Bryanna Brossman, Julie Haycock, Jenell Sherman

Call to Order:

Suzanne Nunnink called the meeting to order at 7:26 pm.

Public Comments:

None.

Approval of the Agenda:

Suzanne Nunnink motioned to approve the Agenda. David Brockmyer seconded.

-Unanimous.

Closed Session:

Suzanne Nunnink motioned to enter into Closed Session at 7:55 pm. Shannon Milligan seconded.

-Unanimous.

Suzanne Nunnink motioned to exit Closed Session at 8:08pm. Shannon Milligan seconded.

-Unanimous.

No action was taken in closed session.

Principals Report:

The board received an update from the Principal on the following:

- Enrollment
- CAASPP Scores The school recognizes the needs to focus on supporting students in the area of mathematics. The school is working on exploring and potentially purchasing curriculum to support students in mathematics.

Discussion and Potential Action on the Board Meeting Minutes:

Suzanne Nunnink motioned to approve the Board Meeting Minutes. Shannon Milligan seconded.

-Unanimous.

Discussion and Potential Action on Election of Officers:

Suzanne Nunnink motioned to approve Shannon Milligan as the board secretary. David Brockmyer seconded.

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- Unanimous

Suzanne Nunnink motioned to approve David Brockmyer as the board treasurer. Shannon Milligan seconded.

-Unanimous.

Discussion and Potential Action on the Board Meeting Calendar:

Suzanne Nunnink motioned to move the Winship Board Meetings to Tuesdays at 6:00 pm on the same weeks that the meetings are currently scheduled. David Brockmyer seconded.

-Unanimous.

Discussion and Potential Action on the August - September Financials:

David Brockmyer motioned to table the August - September Financials to the November Board Meeting. Suzanne Nunnink seconded.

-Unanimous.

Discussion and Potential Action on Bank Account Check Signers:

David Brockmyer motioned to approve David Brockmyer and Jenell Sherman as Bank Account Check Signers. Suzanne Nunnink seconded.

-Unanimous.

Discussion and Potential Action on the Staff Handbook:

Suzanne Nunnink motioned to approve the Staff Handbook. Shankari Arcot seconded.

-Unanimous.

Discussion and Potential Action on the MOU with outside Charter Schools:

Suzanne Nunnink motioned to approve the MOU with outside Charter Schools with the amendment to the address listed for Feather River Charter School in Attachment C, and with the provision that the MOU will reviewed on a bi-monthly basis to ensure that any updates that need to be made can be made and brought back to the board for an update and approval. David Brockmyer seconded.

-Unanimous.

Discussion and Potential Action on the Residency Policy:

David Brockmyer motioned to approve the Residency Policy. Suzanne Nunnink seconded. -Unanimous.

Discussion and Potential Action on the 9th Grade Math Placement Policy:

Suzanne Nunnink motioned to approve the 9th Grade Math Placement Policy. Shankari Arcot seconded.

-Unanimous.

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Discussion and Potential Action on the Title IX Policy:

Suzanne Nunnink motioned to approve the Title IX Policy. Shannon Milligan seconded.

-Unanimous.

Discussion and Potential Action on the Extended School Year Dates:

Suzanne Nunnink motioned to approve the Extended School Year Dates. David Brockmyer seconded.

-Unanimous.

Discussion and Potential Action on the Local Dashboard Indicators:

Suzanne Nunnink motioned to approve the Local Dashboard Indicators. Shankari Arcot seconded.

-Unanimous.

Discussion and Potential Action on the Independent Study Policy:

Suzanne Nunnink motioned to approve the Independent Study Policy. Shankari Arcot seconded. -Unanimous.

Discussion and Potential Action on the Board Resolution Approve the Testing LEA Coordinator:

Suzanne Nunnink motioned to approve the Board Resolution Approve the Testing LEA Coordinator, Shankari Arcot seconded.

-Unanimous.

Discussion and Potential Action on the Vendor Agreement:

Suzanne Nunnink motioned to approve the Vendor Agreement. Shankari Arcot seconded.

-Unanimous.

Discussion and Potential Action on the Comprehensive School Safety Plan:

Suzanne Nunnink motioned to approve the Comprehensive School Safety Plan. Shankari Arcot seconded.

-Unanimous.

Discussion and Potential Action on the EL Plan:

Suzanne Nunnink motioned to approve the EL Plan. Shankari Arcot seconded.

-Unanimous.

Discussion and Potential Action on the Conflict of Interest Code:

Suzanne Nunnink motioned to approve the Conflict of Interest Code. Shankari Arcot seconded.

-Unanimous.

Feather River

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Adjournment:

Suzanne Nunnink motioned to adjourn the meeting at 8:29 pm. David Brockmyer seconded. -Unanimous.

Prepared by: Bryanna Brossman

Noted by:

Shannon Milligan Board Secretary



Monthly Financial Presentation – October 2019

1st Interim Report

FEATHER RIVER - Highlights



- Revenue projections are based on actual ADA and UPP% Annual projected revenue decreased from Sep to Oct by \$160k.
- All known staffing moves have been accounted for, but further evaluation or cuts are needed (<u>25 FTE reduction forecasted</u>).

No Cuts

Pupil:Teacher:

Pupil:Teac	her Ratio
14.61	:1

40/80 Spending:

Cert.	Instr.
65.9%	109.9%
2,863,516	3,304,071

Surplus(Deficit): (\$2,111,948)

After FTE Reduction

Pupil:Teacher Ratio				
22.06 :1				

Cert.	Instr.
42.5%	86.5%
280,224	720,779

\$471,344



FEATHER RIVER - Revenue



- Original budgeted total revenue was based on <u>2122</u> ADA.
- Current forecast for total revenue decreased to 1081 ADA.
- •Current year unduplicated rate is projected at 30.55%.
- Main YTD variance due to timing of In Lieu and Special Ed funds.

Revenue

State Aid-Rev Limit Federal Revenue Other State Revenue Other Local Revenue

Total Revenue

Year-to-Date						
	Actual Budget Fav/(Unf)					
\$	4,598,033	\$	4,838,382	\$	(240,349)	
	203,819	•	392,282 -		(188,463) -	
\$ 4,801,852 \$ 5,230		5,230,664	\$	(428,812)		

Annual/Full Year						
Forecast		Budget		Fav/(Unf)		
\$	9,822,714	\$ 19,371,516	\$	(9,548,802)		
	321,332	321,332		-		
	904,420	1,590,504		(686,084)		
\$ 11,048,466		\$ 21,283,352	\$	(10,234,885)		



FEATHER RIVER - Expenses



- •Salary forecasted based on payroll through 10/31 after staff location corrections plus a 25 FTE reduction.
- Annual forecasted expenses is under budget due to a decrease in ADA
- Other operating expenses reduced based on actual spending year to date.

Expenses

Certificated Salaries
Classified Salaries
Benefits
Books and Supplies
Subagreement Services
Operations
Facilities
Professional Services
Depreciation
Interest

Total Expenses

Year-to-Date					
Actual	Budget		F	Fav/(Unf)	
\$ 2,592,812	\$	2,245,687	\$	(347,126)	
222,573		-		(222,573)	
756,200		615,576		(140,625)	
315,743		661,372		345,629	
832,014		1,527,187		695,173	
84,821		89,415		4,594	
(4,229)		147,525		151,755	
228,272		553,356		325,084	
4,621		4,076		(544)	
2,650	_	158,903		156,253	
\$ 5,035,476	\$	6,003,097	\$	967,621	

A	\nn	ual/Full Yed	ar	
Forecast		Budget		Fav/(Unf)
\$ 3,364,557	\$	6,737,060	\$	3,372,503
715,642		-		(715 <i>,</i> 642)
929,765		1,865,543		935,778
1,247,054		2,629,111		1,382,057
2,933,066		6,050,848		3,117,782
165,145		268,246		103,100
(4,115)		442,576		446,690
1,079,982		2,225,391		1,145,409
13,862		12,229		(1,633)
132,164		326,152		193,988
\$ 10,577,123	<u>\$</u> 2	20,557,156	\$	9,980,033

FEATHER RIVER - Fund Balance



- •After reductions are made, ending fund balance meets State requirements.
- SB740 requirement met with annual surplus.

Total Surplus(Deficit)

Beginning Fund Balance

Ending Fund Balance

As a % of Annual Expenses

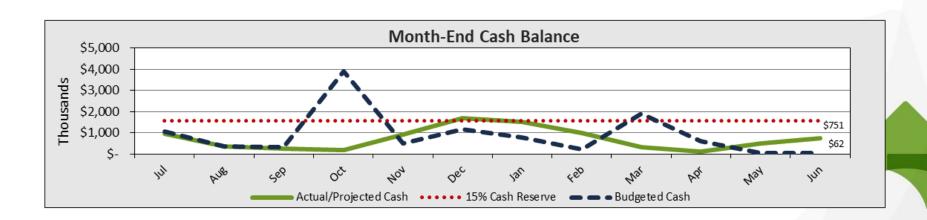
	Year-to-Date											
	Actual		Budget	Fav/(Unf)								
\$	(233,624)	\$	(772,433)	\$	538,809							
_	71,443		71,443									
\$	(162,181)	<u>\$</u>	(700,990)									
	-1.5%		-3.4%									

	Annual/Full Year												
F	orecast		Budget	Fav/(Unf)									
\$	471,343	\$	726,196	\$	(254,852)								
	71,443		71,443										
<u>\$</u>	542,786	\$	797,639										
	5.1%		3.9%										

FEATHER RIVER - Cash Balance



- Due to decrease in ADA from 18-19, no LCFF payments will be received after January (the State over paid YTD).
- •Annual overpayment will be collected during FY20-21 though a payment reduction from the CDE.
- Receivable sales near the end of the year will be likely.





FEATHER RIVER - Compliance Reporting

Area	Due Date	Description	Completed By	Board Must Approve	Signature Required
FINANCE	Nov-01	Mental Health Plans Due to SELPA - Schools requesting Level 2 and Level 3 mental health funding must file their annual plan with their SELPA by this date. Specific due dates may vary by SELPA.	Feather River	No	Yes
DATA TEAM	Nov-01	Local Indicators - Schools must submit results regarding their Local Indicators to the California School DashboardFor each applicable local indicator, LEAs assign one of three performance levels: Met, Not Met, Not Met for Two or More Years. LEAs make the determination for each applicable local indicator by using self-reflection tools to measure and report their progress through the Dashboard. "	Feather River	No	No
DATA TEAM	Nov-01	Kindergarten Immunization Assessment - To review and submit required vaccine doses and report on permanent medical exemptions.	Feather River	No	No
FINANCE	Nov-15	Review and/or Update Non-Profit IRS Form 990 Policies - The IRS Form 990 is the annual information return filed by most non-profit charter schools. The IRS Form 990 includes a Governance, Management and Disclosure section. Charter Schools are required to disclose the following policies: Conflict of Interest Policy, Whistleblower Policy, Document Retention and Destruction Policy, Expense Reimbursement Policy, Gift Receiving Policy, and Compensation Approval Policy. A Form 990 must be filed by the 15th day of the 5th month after the close of the NPO's fiscal year. Most schools extend this deadline to the following May 15th.	Feather River	Yes	No
FINANCE	Nov-25	1st Interim Financial Report - Local educational agencies (LEAs) are required to file two reports during a fiscal year (interim reports) on the status of the LEA's financial health. The first interim report for the period ending October 31 is due by the date set by the charter authorizer (no later than December 15th).	Charter Impact	Yes	Yes
FINANCE	Dec-16	Annual Audit Review and Board Approval - Charter Schools are required to submit an independent audit report to the CDE, the State Controller's Office (SCO), the local County Superintendent of Schools, and, if applicable, the chartering entity, by December 15 of each year.	Feather River with Charter Impact support	Yes	No
DATA TEAM	Dec-20	CALPADS - Fall 1 Certification deadline - Please be mindful that Level-2 certification within CALPADS means that these data have been reviewed and approved by your superintendent or IRC administrator. Failure to properly review and amend these data in CALPADS within the allotted amendment window will result in the improper certification of official Fall 1 data within CALPADS, which can impact a number of things, including LCFF funding, reclassified fluent-English proficient (RFEP) counts/rates, and A–G graduate counts.	Charter Impact submits with data provided by Feather River	No	No

FEATHER RIVER - Appendix



- Monthly Cash Flow / Forecast 19-20
- Budget vs. Actual
- Statement of Financial Position
- Statement of Cash Flows
- AP Aging



Monthly Cash Flow/Forecast FY19-20

Revised 11/18/19



Neviseu 11/10/19																
ADA = 1080.94	11.40	A 10	C== 10	0-110	N=:: 10	D 10	Jan-20	Feb-20	NA 20	A 20	N4 20	l 20	Year-End	Annual	Annual	Favorable /
	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Accruals	Forecast	Budget	(Unfav.)
Revenues																2122.30
															ADA -	2122.30
State Aid - Revenue Limit																
8011 LCFF State Aid	-	1,174,404	1,174,404	2,113,927	2,113,927	2,113,927	2,113,927	2,113,927	-	-	-	-	(3,589,588)	9,328,855	18,415,887	(9,087,032)
8012 Education Protection Account	-	-	-	135,298	-	-	135,298	-	-	-	-	-	(54,408)	216,188	424,460	(208,272)
8096 In Lieu of Property Taxes	-	-	-	-	55,608	55,608	55,608	36,949	18,474	18,474	18,474	18,474	-	277,672	531,169	(253,497)
	-	1,174,404	1,174,404	2,249,225	2,169,535	2,169,535	2,304,833	2,150,876	18,474	18,474	18,474	18,474	(3,643,996)	9,822,714	19,371,516	(9,548,802)
Federal Revenue					, ,				,		· · · · · · · · · · · · · · · · · · ·		. , , ,			<u> </u>
8181 Special Education - Entitlement	_	_	_	_	_	_	_	_	160,666	_	_	80,333	80,333	321,332	321,332	_
ofor Special Education - Entitlement			-	-					160,666			80,333	80,333	321,332	321,332	
Out - Charles Barrier									100,000			60,333	60,555	321,332	321,332	
Other State Revenue																
8311 State Special Education	70,772	70,772	-	-	-	378,273	126,091	-	-	-	-	-	(86,250)	559,657	1,098,821	(539,164)
8550 Mandated Cost	-	-	-	-	-	58,734	-	-	-	-	-	-	-	58,734	58,734	-
8560 State Lottery	-	-	-	-	-	-	140,033	-	-	140,033	-	-	(56,311)	223,755	432,949	(209,195)
8598 Prior Year Revenue	-	60,846	1,429	-	-	-	-	-	-	-	-	-	-	62,275	-	62,275
	70,772	131,618	1,429	-	-	437,006	266,123	-	-	140,033	-	-	(142,562)	904,420	1,590,504	(686,084)
	·	· · ·	<u>, , , , , , , , , , , , , , , , , , , </u>													
Total Revenue	70,772	1,306,022	1,175,833	2,249,225	2,169,535	2,606,542	2,570,956	2,150,876	179,140	158,507	18,474	98,807	(3,706,225)	11,048,466	21,283,352	########
Total Nevertae	70,772	1,500,022	1,173,033	2,243,223	2,103,333	2,000,542	2,370,330	2,130,070	173,140	130,307	10,474	30,007	(3,700,223)	11,040,400	21,203,332	
F																
Expenses																
Certificated Salaries																
1100 Teachers' Salaries	475,567	555,879	581,501	579,744	(643,893)	133,885	133,885	133,885	133,885	133,885	133,885	133,885	-	2,485,995	5,516,000	3,030,005
1175 Teachers' Extra Duty/Stipends	7,500	46,296	69,617	68,805	(54,535)	13,389	13,389	13,389	13,389	13,389	13,389	13,389	-	231,402	827,400	595,998
1200 Pupil Support Salaries	14,551	16,792	18,740	24,792	24,792	24,792	24,792	24,792	24,792	24,792	24,792	24,792	-	273,212	33,660	(239,552)
1300 Administrators' Salaries	26,167	26,796	33,775	39,183	41,012	28,558	28,558	28,558	28,558	28,558	28,558	28,558	-	366,841	360,000	(6,841)
1900 Other Certificated Salaries	7,107	· -	· -	´ -	, , , , , , , , , , , , , , , , , , ,	· -	-	· -	, <u> </u>	· -	, <u> </u>	· -	_	7,107	· -	(7,107)
	530,892	645.762	703,633	712,525	(632,624)	200,624	200,624	200,624	200,624	200,624	200,624	200,624	-	3,364,557	6,737,060	3,372,503
Classified Salaries	330,032	043,702	703,033	712,323	(032,024)	200,024	200,024	200,024	200,024	200,024	200,024	200,024		3,304,337	0,737,000	3,372,303
	E0 204	40 507	FC 12F	F7.04F	F7.04F	F7.04F	F7.04F	F7.04F	F7.04F	F7.04F	F7.04F	F7.04F		676 634		(676 624)
2100 Instructional Salaries	50,284	49,597	56,135	57,845	57,845	57,845	57,845	57,845	57,845	57,845	57,845	57,845	-	676,624	-	(676,624)
2200 Support Salaries	-	1,692	3,231	3,788	3,788	3,788	3,788	3,788	3,788	3,788	3,788	3,788	-	39,018		(39,018)
	50,284	51,289	59,366	61,634	61,634	61,634	61,634	61,634	61,634	61,634	61,634	61,634	-	715,642		(715,642)
Benefits																
3101 STRS	89,643	105,448	114,735	120,282	(238,535)	24,548	24,548	24,548	24,548	24,548	24,548	24,548	-	363,408	1,125,089	761,681
3301 OASDI	3,222	3,534	4,166	3,800	2,685	3,949	3,949	3,949	3,949	3,949	3,949	3,949	-	45,052	-	(45,052)
3311 Medicare	8,207	9,877	10,627	10,875	(20,174)	2,933	2,933	2,933	2,933	2,933	2,933	2,933	-	39,944	97,687	57,743
3401 Health and Welfare	(16,335)	94.211	70,761	77,067	45,387	18.333	18,333	18,333	18,333	18,333	18,333	18,333	_	399,424	480.000	80,576
3501 State Unemployment	7,633	6,289	2,757	3,187	(8,695)	1,078	5,390	4,312	2,156	1,078	1,078	1,078	_	27,341	47,040	19,699
3601 Workers' Compensation	7,033	12,584	6,292	6,292	(6,166)	2,832	2,832	2,832	2,832	2,832	2,832	2,832		38,825	94,319	55,494
3901 Other Benefits		12,364	874	173	1,840	1,840	1,840	1,840	1,840		,	1,840	-		21,408	
3901 Other Benefits	-				,					1,840	1,840		-	15,770		5,638
	92,370	231,942	210,212	221,676	(223,657)	55,514	59,826	58,748	56,592	55,514	55,514	55,514	-	929,765	1,865,543	935,778
Books and Supplies																
4302 School Supplies	48,886	89,925	69,269	85,935	54,779	83,092	100,771	87,774	100,362	82,507	68,374	28,362	37,040	937,077	1,853,775	916,699
4305 Software	2,976	4,216	5,729	4,163	6,134	6,134	6,134	6,134	6,134	6,134	6,134	6,134	-	66,157	358,213	292,056
4310 Office Expense	778	859	673	1,163	3,429	3,429	3,429	3,429	3,429	3,429	3,429	3,429	-	30,903	103,346	72,443
4311 Business Meals	-	-	-	572	167	167	167	167	167	167	167	167	_	1,906	1,500	(406)
4400 Noncapitalized Equipment	_	599	-		17,924	13,594	17,842	17,477	45,507	37,411	31,002	12,860	16,795	211,012	312,277	101,265
Troo Honoapitanzea zaarpinent	52,640	95,599	75,671	91,833	82,432	106,416	128,343		155,599	129,647	109,106	50,952	53,835	1,247,054	2,629,111	1,382,057
	52,640	95,599	75,671	91,833	02,432	100,410	128,343	114,981	133,599	129,04/	109,100	50,952	53,835	1,247,054	2,029,111	1,302,057
Subagreement Services																
5102 Special Education	2,453	18,927	22,270	36,776	40,608	40,608	40,608	40,608	40,608	40,608	40,608	40,608	-	405,289	828,247	422,958
5105 Security	-	5,488	-	-	16	16	16	16	16	16	16	16	-	5,618	409	(5,210)
5106 Other Educational Consultants	50,442	65,333	58,956	147,333	91,189	138,320	167,750	146,115	167,069	137,346	113,819	47,214	61,659	1,392,546	2,774,607	1,382,060
5107 Instructional Services	8,139	150,193	159,696	106,009	88,197	88,197	88,197	88,197	88,197	88,197	88,197	88,197	_	1,129,612	2,447,585	1,317,973
	61,033	239,941	240,922	290,118	220,010	267,142	296,571	274,936	295,891	266,167	242,641	176,035	61,659	2,933,066	6,050,848	3,117,782
	02,033	200,0 11	2.0,522	255,210	220,010	207,272	250,571	27.,550	255,551	200,207	2 .2,0 .1	1,0,000	02,033	_,555,550	0,000,040	-,,

Monthly Cash Flow/Forecast FY19-20

Revised 11/18/19

ADA = 1080.94 Year-End Favorable / Annual Annual Jul-19 Aug-19 Sep-19 Oct-19 Nov-19 Dec-19 Jan-20 Feb-20 Mar-20 Apr-20 May-20 Jun-20 Accruals Forecast **Budget** (Unfav.) Operations and Housekeeping 5201 Auto and Travel 4,132 8,572 2,243 3,136 6,131 6,131 6,131 6,131 6,131 6,131 6,131 6,131 67,133 155,611 88,477 5300 Dues & Memberships 3,015 3,015 3,015 (2,206)945 945 945 945 945 945 945 945 14,400 21,001 6,600 5400 Insurance 100 29,654 14,877 14,877 2,471 2,471 2,471 2,471 2,471 2,471 2,471 2,471 79,276 58,320 (20,956)5501 Utilities 19,283 19,283 5900 Communications 76 314 6 6 6 6 6 6 6 442 153 (289)5901 Postage and Shipping 487 487 487 487 487 487 487 487 3.894 13,878 9,984 7,562 41,241 20,135 15,882 10,041 10,041 10,041 10,041 10,041 10,041 10,041 10,041 165,145 268,246 103,100 **Facilities, Repairs and Other Leases** 5601 Rent (120,828)(4.869) 387,060 391,930 35,407 40,276 40,276 5603 Equipment Leases 14 14 14 14 14 14 14 14 115 338 223 5610 Repairs and Maintenance 640 640 55,177 54,537 35,407 40,916 40,276 (120,828)14 14 14 14 14 14 14 14 (4,115)442,576 446,690 **Professional/Consulting Services** 5801 IT 1.265 1.400 392 392 392 392 392 392 392 392 5.798 9.553 3.755 5802 Audit & Taxes 4.050 4.050 4.050 12.150 8.667 (3,483)5803 Legal 1.305 1.110 231 144 144 144 144 144 144 144 144 3.796 3.363 (434)5804 Professional Development 800 32.111 520 987 116 116 116 116 116 116 116 116 35,342 5,567 (29,775)5805 General Consulting 250 1,354 1,354 1,354 1,354 1,354 1,354 1,354 1,354 11,078 73,526 62,448 Special Activities/Field Trips 16,485 12,393 25,660 19,462 25,543 25,021 32,574 32,992 71,544 29,678 358,744 752,026 393,282 5806 15,832 12.802 38,758 5807 Bank Charges 77 694 45 45 45 45 45 45 45 45 1.128 2,143 1,015 33 33 33 33 33 33 33 5808 Printing 33 263 1,311 1,048 5809 47 875 1,531 1,531 1,531 1,531 1,531 1,531 1,531 1,531 13,206 40,338 27,132 Other taxes and fees 35 32,264 26,843 26,843 26,843 26,843 26,843 26,843 26,843 343,795 744,917 401,122 5811 Management Fee 45,711 48,603 26,843 2,477 5812 District Oversight Fee 554 554 554 554 292,464 294.681 581.145 286.464 5815 Public Relations/Recruitment 2.835 2,835 19.109 93.240 66.830 49.094 60.166 53.967 60.049 55.477 63.584 64.002 102.554 60.688 331,222 1,079,982 2,225,391 1,145,409 Depreciation 6900 Depreciation Expense 1,155 1,155 1,155 1.155 1,155 1,155 1,155 1.155 1,155 1,155 1,155 1,155 13,862 12,229 (1,633)12,229 1,155 1.155 1,155 1,155 1,155 1,155 1,155 13,862 1,155 1,155 1,155 1,155 1,155 (1,633)Interest 2.206 111 57.076 12.935 36.219 23 284 132.164 326.152 193 988 7438 Interest Expense 444 2.206 57,076 12.935 36.219 23.284 132,164 326,152 193,988 **Total Expenses** 850,452 1,441,085 1,420,406 1,323,533 (420,830) 813,583 818,257 777,610 845,134 801,734 819,502 639,941 446,716 10,577,123 20,557,156 9,980,033 Monthly Surplus (Deficit) (665,993) (801,027) (779,680) (135,063) (244,573)925,692 2,590,365 1,792,959 1,752,699 1,373,266 (643,227)(541,134) (4,152,941) 471,344 726,196 (254,852) **Cash Flow Adjustments** Monthly Surplus (Deficit) (779,680) (135,063) (244,573) 925,692 2,590,365 1,792,959 1,752,699 1,373,266 (665,993) (643,227) (801,027) (541,134) (4,152,941) 471,344 Cert. Instr. Cash flows from operating activities 42.5% 86.5% Depreciation/Amortization 1,155 1,155 1,155 1,155 1,155 1,155 1,155 1,155 1,155 1,155 1,155 13,862 280,224 720,779 1,155 7,426,771 3,488,968 103,034 64,221 64,323 **Public Funding Receivables** 3,706,225 Grants and Contributions Rec. 4,929 4.929 3,200,455 Due To/From Related Parties 1,393,241 448,959 1,107,609 1,182,988 (936,232) 3,891 **Prepaid Expenses** 5,867 (38,272)3,865 (2,443)(30,983 Pupil:Teacher Ratio 22.06 :1 1.620 Other Assets 1,620 Accounts Payable (546,721) 17,877 (603)(12,378)446,716 (95,108 Accrued Expenses (127, 196)44,800 (23,038)(225,358)(330,792)Other Liabilities 837 837 Cash flows from financing activities Proceeds from Factoring 1 902 534 431 181 1,207,306 776,125 4.317.146 (2,662,900) (1,022,600) (1,022,600) (1,962,400) (1,840,700) (1,962,400) (1,903,900) (1,902,534) ######## Payments on Factoring (20,833)(20,833)(20,833)(20,833)(20,833)(20,833)(124,999 Payments on Debt Total Change in Cash 773,571 (578,490)(129,868)(49,254)733,877 777,183 (170,879)(528,113)(685,671)(210,891)407,434 236,147 Cash, Beginning of Month 192,066 1,004,134 515,005 176,107 949,678 371,188 241,320 925,943 1,703,126 1,532,247 318,462 107,571

515,005

751,152

107,571

Favorable /

CHARTER

IMPACT

949,678

371,188

241,320

192,066

925,943

1,703,126

1,532,247

1,004,134

318,462

Cash, End of Month

For the period ended October 31, 2019

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Revenue							
State Aid-Revenue Limit							
LCFF Revenue	\$ 2,113,927	\$ 2,118,705	\$ (4,778)	\$ 4,462,735	\$ 4,472,821	\$ (10,086)	\$ 18,415,887
Education Protection Account	135,298	-	135,298	135,298	135,298	1	424,460
In Lieu of Property Taxes	-	54,180	(54,180)		230,263	(230,263)	531,169
Total State Aid-Revenue Limit	2,249,225	2,172,885	76,341	4,598,033	4,838,382	(240,349)	19,371,516
Federal Revenue							
Federal Special Education - IDEA	-		_				321,332
Total Federal Revenue	-	-	-	-	-	-	321,332
Other State Revenue			(400 004)			(0=0=0)	
State Special Education - AB602	-	126,091	(126,091)	141,544	392,282	(250,738)	1,098,821
Mandate Block Grant	-	-	-	-	-	-	58,734
State - State Lottery	-	-	-	- (2.275	-	-	432,949
Prior Year Revenue Total Other State Revenue		126 001	(136,001)	62,275	202.202	62,275	1 500 504
Total Other State Revenue		126,091	(126,091)	203,819	392,282	(188,463)	1,590,504
Total Revenue	\$ 2,249,225	\$ 2,298,975	\$ (49,750)	\$ 4,801,852	\$ 5,230,664	\$ (428,812)	\$ 21,283,352
Expenses Certificated Salaries							
Certificated Teachers' Salaries	\$ 579,744	\$ 459,667	\$ (120,078)	\$ 2,192,691	\$ 1,838,667	\$ (354,025)	\$ 5,516,000
Certificated Teachers' Extra Duties/Stipends	68,805	68,950	145	192,217	275,800	83,583	827,400
Certificated Pupil Support Salaries	24,792	2,805	(21,987)	74,875	11,220	(63,655)	33,660
Certificated Supervisors' and Administrators' Salari		30,000	(9,183)	125,921	120,000	(5,921)	360,000
Other Certificated Salaries	-	-	-	7,107	-	(7,107)	-
Total Certificated Salaries	712,525	561,422	(151,103)	2,592,812	2,245,687	(347,126)	6,737,060
Classified Salaries							
Classified Instructional Salaries	57,845	_	(57,845)	213,861	_	(213,861)	
Classified Support Salaries	3,788	-	(3,788)	8,711	_	(8,711)	_
Total Classified Salaries	61,634	-	(61,634)	222,573	-	(222,573)	-
Benefits							
State Teachers' Retirement System, certificated po	120,282	93,757	(26,525)	430,108	375,030	(55,078)	1,125,089
OASDI/Medicare/Alternative, certificated positions	•	, -	(3,800)	14,722	-	(14,722)	-
Medicare certificated positions	10,875	8,141	(2,735)	39,587	32,562	(7,024)	97,687
Health and Welfare Benefits, certificated positions	77,067	40,000	(37,067)	225,704	160,000	(65,704)	480,000
State Unemployment Insurance, certificated position	3,187	2,352	(835)	19,866	9,408	(10,458)	47,040
Workers' Compensation Insurance, certificated pos	6,292	7,860	1,568	25,167	31,440	6,272	94,319
Other Benefits, certificated positions	173	1,784	1,611	1,047	7,136	6,089	21,408
Total Benefits	221,676	153,894	(67,782)	756,200	615,576	(140,625)	1,865,543
Books & Supplies							
School Supplies	85,935	188,410	102,475	294,015	433,923	139,908	1,853,775
Software	4,163	29,851	25,688	17,084	119,404	102,321	358,213
Office Expense	1,163	8,612	7,449	3,473	34,449	30,976	103,346
Business Meals	572	125	(447)	572	500	(72)	1,500
Noncapitalized Equipment Total Books & Supplies	91,833	31,739 258,737	31,739 166,904	599 315,743	73,096 661,372	72,497 345,629	312,277 2,629,111
	,		===,==			2 32,022	_,,,
Subagreement Services							
Special Education	36,776	69,021	32,245	80,425	276,082	195,657	828,247
Security	-	37	37	5,488	111	(5,377)	409
Other Educational Consultants	147,333	282,000	134,667	322,064	649,467	327,402	2,774,607
Instructional Services	106,009	264,382	158,373	424,036	601,526	177,490	2,447,585
Total Subagreement Services	290,118	615,440	325,322	832,014	1,527,187	695,173	6,050,848
Professional & Consulting Services	4 400	700	(004)	2.665	2.404	F40	0.553
IT	1,400	796	(604)	2,665	3,184	519	9,553
Audit and Tax	231	2,889 280	2,889 49	- 2,646	2,889 1,121	2,889 (1,525)	8,667 3,363
Legal Professional Development	987	464	(523)	34,417	1,121	(1,525) (32,562)	3,363 5,567
דוטוביאוטוומו שבייבוטףווופוונ	967	404	(323)	54,41/	1,850	(32,302)	5,50/

Budget vs Actual

For the period ended October 31, 2019

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
General Consulting	250	6,127	5,877	250	24,509	24,259	73,526
Special Activities	12,393	76,433	64,040	57,512	176,031	118,519	752,026
Bank Charges	694	179	(515)	771	714	(56)	2,143
Printing	-	109	109	-	437	437	1,311
Other Taxes and Fees	875	3,362	2,487	957	13,446	12,489	40,338
Management Fee	32,264	80,464	48,201	129,054	183,073	54,019	744,917
District Oversight Fee	-	65,187	65,187	-	145,151	145,151	581,145
Public Relations		236	236		945	945	2,835
Total Professional & Consulting Services	49,094	236,525	187,432	228,272	553,356	325,084	2,225,391
Facilities, Repairs, & Other Leases							
Rent	(120,828)	32,255	153,083	(4,869)	129,020	133,889	387,060
Equipment Leases		28	28		113	113	338
Repairs and Maintenance	-	4,598	4,598	640	18,392	17,752	55,177
Total Facilities, Repairs, & Other Leases	(120,828)	36,881	157,709	(4,229)	147,525	151,755	442,576
Operations & Housekeeping							
Auto and Travel Expense	3,136	12,968	9,832	18,084	51,870	33,787	155,611
Dues & Memberships	(2,206)	1,750	3,956	6,840	7,000	160	21,001
Insurance	14,877	4,860	(10,017)	59,507	19,440	(40,067)	58,320
Utilities	-	1,607	1,607	-	6,428	6,428	19,283
Communications	76	13	(63)	390	51	(339)	153
Postage and Shipping	-	1,157	1,157	-	4,626	4,626	13,878
Total Operations & Housekeeping	15,882	22,354	6,471	84,821	89,415	4,594	268,246
Depreciation							
Depreciation Expense	1,155	1,019	(136)	4,621	4,076	(545)	12,229
Total Depreciation	1,155	1,019	(136)	4,621	4,076	(545)	12,229
Interest							
Interest Expense	444	57,205	56,761	2,650	158,903	156,253	326,152
Total Interest	444	57,205	56,761	2,650	158,903	156,253	326,152
Total Expenses	\$ 1,323,533	\$ 1,943,477	\$ 619,944	\$ 5,035,476	\$ 6,003,097	\$ 967,621	\$ 20,557,156
Change in Net Assets	925,692	355,498	570,194	(233,624)	(772,433)	620,495	726,196
Net Assets, Beginning of Period	(1,087,873)	·	·	71,443	,	•	•
Net Assets, End of Period	\$ (162,181)			\$ (162,181)			

Statement of Financial Position October 31, 2019

	Cur	rent Balance	Be	eginning Year Balance	١	YTD Change	YTD % Change
Assets							
Current Assets							
Cash & Cash Equivalents	\$	192,066	\$	176,107	\$	15,959	9%
Accounts Receivable		78		5,844		(5,766)	-99%
Public Funding Receivables		305,768		4,026,314		(3,720,546)	-92%
Factored Receivables		(5,707,000)		-		(5,707,000)	0%
Due To/From Related Parties		5,438,437		9,571,234		(4,132,797)	-43%
Prepaid Expenses		94,546		63,562		30,983	49%
Total Current Assets		323,895		13,843,061		(13,519,166)	-98%
Long Term Assets							
Property & Equipment, Net		3,684		8,305		(4,621)	-56%
Deposits		128,700		130,320		(1,620)	-1%
Total Long Term Assets		132,384		138,625		(6,241)	-5%
Total Assets	\$	456,279	\$	13,981,686	\$	(13,525,407)	-97%
Liabilities							
Current Liabilities							
Accounts Payable	\$	33,099	\$	574,953	\$	(541,825)	-94%
Accrued Liabilities		376,997		707,789		(330,792)	-47%
Deferred Revenue		-		12,377,500		(12,377,500)	-100%
Notes Payable, Current Portion		83,334		125,000		(41,666)	-33%
Total Current Liabilities		493,460		13,785,243		(13,291,783)	-96%
Long Term Liabilities							
Notes Payable, Net of Current Portion		125,000		125,000		-	0%
Total Long Term Liabilities		125,000		125,000		-	0%
Total Liabilities		618,460		13,910,243		(13,291,783)	-96%
Total Net Assets		(162,181)		71,443		(233,624)	-327%
Total Liabilities and Net Assets	\$	456,279	\$	13,981,686	\$	(13,525,407)	-97%

Statement of Cash Flows

For the period ended October 31, 2019

	onth Ended 0/31/2019	YTD ENDED 10/31/2019
Cash Flow From Operating Activities		
Changes in Net Assets:	\$ 925,692	\$ (233,624)
Adjustments to reconcile change in net assets to net cash flows from		
operating activities:		
Depreciation	1,155	4,621
Decrease/(Increase) in Operating Assets:		
Public Funding Receivable	64,323	3,720,546
Grants, Contributions & Pledges Receivable	(1,962,400)	5,712,766
Due from Related Parties	1,182,988	4,132,797
Prepaid Expenses	(2,443)	(30,983)
Other Assets	-	1,620
(Decrease)/Increase in Operating Liabilities		
Accounts Payable	(12,378)	(541,825)
Accrued Expenses	(225,358)	(330,792)
Deferred Revenue	-	(12,377,500)
Total Cash Flow from Operating Activities	(28,421)	 57,625
Cash Flows from Financing Activities		
Proceeds from (payments on) Long-term Debt	(20,833)	(41,666)
Total Cash Flows from Financing Activities	(20,833)	(41,666)
Change in Cash & Cash Equivalents	(49,254)	15,959
Cash & Cash Equivalents, Beginning of Period	241,320	176,107
Cash and Cash Equivalents, End of Period	\$ 192,066	\$ 192,066

Accounts Payable Aging

October 31, 2019

Vendor Name	Invoice/Credit Number	Invoice Date	Date Due	Current	1 - 30 Days	31 - 60 Days	61 - 90 Days	Over 90 Days	Total
Venuoi Name	invoice/creat Number	ilivoice Date	Date Due	Current	Past Due	Past Due	Past Due	Past Due	Total
New Songs Music	32325	7/1/2019	7/1/2019	\$ -	\$ -	\$ -	\$ -	\$ 163	\$ 163
New Songs Music	32326	8/1/2019	8/1/2019	-	-	-	-	114	114
BookShark	30955720	7/10/2019	8/9/2019	_	_	_	60	-	60
BookShark	30956445	7/15/2019	8/14/2019	_	-	_	386	-	386
New Songs Music	32327	9/1/2019	9/1/2019	-	-	114	-	-	114
Suzanne Nunnink	NUNN093019	9/30/2019	9/30/2019	-	-	250	-	-	250
Empire Gymnastics Center	EGCCNeiser191007289	10/7/2019	10/7/2019	-	225	-	-	-	225
Technique Gymnastics	SEPTEMBER2019-FR	9/7/2019	10/7/2019	-	81	-	-	-	81
New Songs Music	32318	10/9/2019	10/9/2019	-	109	-	-	-	109
New Songs Music	32323	10/9/2019	10/9/2019	-	114	-	-	-	114
New Songs Music	32319	10/9/2019	10/9/2019	-	119	_	-	-	119
New Songs Music	32321	10/9/2019	10/9/2019	-	106	_	-	-	106
New Songs Music	32322	10/9/2019	10/9/2019	_	114	_	_	-	114
New Songs Music	32320	10/9/2019	10/9/2019	_	119	_	_	-	119
Galaxy Dance Arts, LLC	FRC-KA-002	9/25/2019	10/25/2019	-	169	-	-	-	169
Lisa Stewart	101	9/30/2019	10/30/2019	_	80	_	_	-	80
Teacher Synergy, LLC	100415893	10/9/2019	10/30/2019	-	19	-	-	-	19
Love of Learning	122 FR	9/30/2019	10/30/2019	-	320	_	-	-	320
Love of Learning	124 FR	9/30/2019	10/30/2019	-	320	-	-	-	320
Teacher Synergy, LLC	100412105	10/9/2019	10/30/2019	-	12	-	-	-	12
Teacher Synergy, LLC	100442986	10/9/2019	10/30/2019	-	15	-	-	-	15
Regina Lott	104	10/1/2019	10/31/2019	225	-	-	-	-	225
Thrive Homeschool Program	123	10/1/2019	10/31/2019	983	-	-	-	-	983
Culinary Comfort	012-2019	10/3/2019	11/2/2019	285	-	-	-	-	285
Art for Children	000-5	10/4/2019	11/3/2019	765	-	-	-	-	765
Mixed Grappling Arts	1206	10/4/2019	11/3/2019	357	-	-	-	-	357
Mixed Grappling Arts	1802	10/4/2019	11/3/2019	594	-	-	-	-	594
Mixed Grappling Arts	1504	10/4/2019	11/3/2019	99	-	-	-	-	99
Mixed Grappling Arts	2100	10/4/2019	11/3/2019	237	-	-	-	-	237
Mixed Grappling Arts	1603	10/4/2019	11/3/2019	240	-	-	-	-	240
McFadyen Music Studio	Vuinovic7	10/4/2019	11/3/2019	930	-	-	-	-	930
Mary Preston	2019-42	10/5/2019	11/4/2019	150	-	-	-	-	150
Tabasom Naderi	2019-102680	10/6/2019	11/5/2019	160	-	-	-	-	160
Anzhelika Chernozubov	172	10/6/2019	11/5/2019	110	-	_	-	-	110
Anzhelika Chernozubov	173	10/6/2019	11/5/2019	110	-	-	-	-	110
Anzhelika Chernozubov	174	10/6/2019	11/5/2019	150	-	-	-	-	150
Culinary Comfort	011-2019	10/6/2019	11/5/2019	285	-	-	-	-	285
Anzhelika Chernozubov	175	10/6/2019	11/5/2019	110	-	_	_	-	110
Alysia Hansen	27	10/7/2019	11/6/2019	965	-	_	-	-	965
Galaxy Dance Arts, LLC	FRC-TA-002	10/7/2019	11/6/2019	95	-	-	_	-	95
Hawkins 96486 bb 189 erforming Arts	10602	10/7/2019	11/6/2019	112	_	_	_	_	112

Accounts Payable Aging

October 31, 2019

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Vendor Name	Invoice/Credit Number	Invoice Date	Date Due	Current	1 - 30 Days	31 - 60 Days	61 - 90 Days	Over 90 Days	Total
Extreme Gymnastics	10719	10/7/2019	11/6/2019	1,033	Past Due	Past Due	Past Due	Past Due	1,033
Little Passports	IN-0000967301	10/7/2019	11/6/2019	1,033	-	-	-	-	1,033
School Health Corporation	3670859-00	10/7/2019	11/6/2019	2,108	-	-	-	-	2,108
Outschool Inc.	9300	10/7/2019	11/6/2019	2,108	-	-	-	-	2,108 90
Little Passports	IN-0000967303	10/7/2019	11/6/2019		-	-	-	-	123
Jennifer Steward	730	10/7/2019	11/6/2019	123 250	-	-	-	-	250
Outschool Inc.	9301	10/7/2019	11/6/2019	32	-	-	-	-	32
	51435	10/7/2019	11/6/2019		-	-	-	-	23
Peace Hill Press, Inc. dba Well Trained Mind Press				23	-	-	-	-	
Rockball	0003	10/8/2019	11/7/2019	600	-	-	-	-	600
Starfall Education Foundation	7638-8269-1631	10/8/2019	11/7/2019	35	-	-	-	-	35
Tricks Gymnastics, Dance & Swim	FOL092019FRS	10/8/2019	11/7/2019	318	-	-	-	-	318
Melissa Branum	100819-FR	10/8/2019	11/7/2019	180	-	-	-	-	180
Beda Brazillian Jiu Jitsu Academy	TWSEP2019	10/8/2019	11/7/2019	105	-	-	-	-	105
Elemental Science	IN-1843	10/8/2019	11/7/2019	23	-	-	-	-	23
Institute for Excellence in Writing	627935	10/8/2019	11/7/2019	59	-	-	-	-	59
Beda Brazillian Jiu Jitsu Academy	TWOCT2019	10/8/2019	11/7/2019	105	-	-	-	-	105
Institute for Excellence in Writing	627581	10/8/2019	11/7/2019	99	-	-	-	-	99
In-Step School of Dance	092019-5	10/8/2019	11/7/2019	50	-	-	-	-	50
Institute for Excellence in Writing	627937	10/8/2019	11/7/2019	117	-	-	-	-	117
Fair Oaks Recreation and Park District	15	10/8/2019	11/7/2019	115	-	-	-	-	115
A Brighter Child	51019	10/8/2019	11/7/2019	199	-	-	-	-	199
Cortney Jeary	0014	10/8/2019	11/7/2019	100	-	-	-	-	100
A Brighter Child	50787	10/8/2019	11/7/2019	109	-	-	-	-	109
A Brighter Child	51063	10/8/2019	11/7/2019	167	-	-	-	-	167
Cortney Jeary	0013	10/8/2019	11/7/2019	150	-	-	-	-	150
A Brighter Child	50989	10/8/2019	11/7/2019	129	-	-	-	-	129
A Brighter Child	51020	10/8/2019	11/7/2019	146	-	-	-	-	146
City of West Sacramento	2019-60005	10/9/2019	11/8/2019	35	-	-	-	-	35
Hawkins School of Performing Arts	10603	10/9/2019	11/8/2019	112	-	-	-	-	112
Earthbound Skills	00101	10/9/2019	11/8/2019	1,910	-	-	-	-	1,910
City of West Sacramento	2019-60006	10/9/2019	11/8/2019	35	-	-	-	-	35
Explorer Field Trips	FRS100919	10/9/2019	11/8/2019	2,661	-	-	-	-	2,661
BookShark	30975961	10/9/2019	11/8/2019	273	-	-	-	-	273
BookShark	30976260	10/9/2019	11/8/2019	135	-	-	-	-	135
MEL Science Ltd	SS201910098	10/9/2019	11/8/2019	314	-	-	-	-	314
L. Gracie Phillips	2019-001 FALL, Salem El	10/9/2019	11/8/2019	1,070	-	-	-	-	1,070
Oak Meadow Inc.	97546	10/9/2019	11/8/2019	118	-	-	-	-	118
Slava Swim- Viacheslav Shyrshov	25	10/9/2019	11/8/2019	400	-	-	-	-	400
Musical Mayhem Productions, Inc.	1805	10/10/2019	11/9/2019	100	-	-	-	-	100
Musical Mayhem Productions, Inc.	1808	10/10/2019	11/9/2019	100	-	-	-	-	100
Musical Mayhem Productions, Inc.	1806	10/10/2019	11/9/2019	150	-	-	-	-	150
Musical Magy ନିର୍ମ୍ଦେଶ ଅroductions, Inc.	1804	10/10/2019	11/9/2019	329	_	_	-	-	329

Accounts Payable Aging

October 31, 2019

					1 - 30 Days	31 - 60 Days	61 - 90 Days	Over 90 Days	
Vendor Name	Invoice/Credit Number	Invoice Date	Date Due	Current	Past Due	Past Due	Past Due	Past Due	Total
Freedom Driving School	INSP1	10/14/2019	11/13/2019	320	-	-	-	-	320
AXIS, Applied Integrated Services, LLC.	20019	10/15/2019	11/14/2019	640	-	-	-	-	640
City of Folsom	September 2019	10/16/2019	11/15/2019	130	-	-	-	-	130
Home Science Tools	934931	9/17/2019	11/16/2019	143	-	-	-	-	143
Educational Development Corporation	DIR4846281	9/19/2019	11/18/2019	91	-	-	-	-	91
Rainbow Resource Center	2767215	9/19/2019	11/18/2019	75	-	-	-	-	75
Gayle Evans	10319NS	10/21/2019	11/20/2019	330	-	-	-	-	330
All About Learning Press, Inc.	900914	9/23/2019	11/22/2019	155	-	-	-	-	155
Bon Voyage World Languages Academy	1103	10/23/2019	11/22/2019	1,480	-	-	-	-	1,480
Rainbow Resource Center	2769681	9/23/2019	11/22/2019	241	-	-	-	-	241
Math-U-See Inc.	0581285-IN	9/23/2019	11/22/2019	116	-	-	-	-	116
Rainbow Resource Center	2769663	9/23/2019	11/22/2019	117	-	-	-	-	117
Rainbow Resource Center	2770142	9/24/2019	11/23/2019	193	-	-	-	-	193
Rainbow Resource Center	2770149	9/24/2019	11/23/2019	346	-	-	-	-	346
In-Step School of Dance	092019-6	10/25/2019	11/24/2019	180	-	-	-	-	180
Home Science Tools	952039A	9/25/2019	11/24/2019	150	-	-	-	-	150
Home Science Tools	952040A	9/25/2019	11/24/2019	89	-	-	-	-	89
Marci Peterson	1210	9/30/2019	11/29/2019	1,615	-	-	-	-	1,615
Math-U-See Inc.	0582248-IN	9/30/2019	11/29/2019	217	-	-	-	-	217
Rainbow Resource Center	2774982	10/1/2019	11/30/2019	40	-	-	-	-	40
Rainbow Resource Center	2776770	10/2/2019	12/1/2019	82	-	-	-	-	82
Math-U-See Inc.	0582743-IN	10/3/2019	12/2/2019	68	-	-	-	-	68
Rainbow Resource Center	2777751	10/3/2019	12/2/2019	117	-	-	-	-	117
Home Science Tools	953653A	10/4/2019	12/3/2019	61	-	-	-	-	61
Beautiful Feet Books, Inc.	11192	10/4/2019	12/3/2019	153	-	-	-	-	153
Rainbow Resource Center	2778533	10/4/2019	12/3/2019	31	-	-	-	-	31
Timberdoodle.com	308138	10/4/2019	12/3/2019	142	-	-	-	-	142
Timberdoodle.com	308140	10/4/2019	12/3/2019	311	-	-	-	-	311
Timberdoodle.com	308059	10/4/2019	12/3/2019	1,113	-	-	-	-	1,113
Home Science Tools	954447A	10/8/2019	12/7/2019	52					52
		Total Outstand	ling Payables	\$ 30,090	\$ 1,922	\$ 364	\$ 446	\$ 277 \$	33,099

RESOLUTION OF THE BOARD OF DIRECTORS OF INSPIRE CHARTER SCHOOL - NORTH TENTATIVELY ADOPTING A CONFLICT OF INTEREST CODE

WHEREAS, Inspire Charter School - North (the "School") is a California nonprofit public benefit corporation that operates a public charter school authorized by Winship-Robbins in Sutter County; and

WHEREAS, the Board of Directors ("Board") seeks to adopt the FPPC's model Conflict of Interest Code as set forth in California Code of Regulations, Title 2, Section 18730.

NOW, THEREFORE, the Board hereby finds, resolves, and orders as follows:

- Section 1. The Conflict of Interest Code, in the form attached as Attachment A, is tentatively adopted and promulgated and supersedes all prior draft Conflict of Interest Codes.
- Section 2. The Principal or her designee is directed to open a 45-day public comment period by posting a Notice of Intention to Adopt a Conflict of Interest Code on the School's public website and notifying each individual affected by the proposed Conflict of Interest Code by providing a copy of the Notice to each individual, or posting the Notice on the School's intranet or employee bulletin board.
 - Section 3. The Conflict of Interest Code shall become effective upon:
 - a. Final approval by this Board following the public comment period and after a public hearing, if requested; and
 - b. Approval by the Sutter County Board of Supervisors as the code reviewing body.
- Section 4. Upon final approval by this Board, the Principal or her designee is directed to submit the Conflict of Interest Code in the required format, as well as any other required documents, to the Sutter County Board of Supervisors for approval.

SECRETARY'S CERTIFICATE

		s of Inspire Charter School - North,
California nonprofit public benefit co	orporation, hereby certif	y as follows:
of the Board of Directors of Inspire C	Charter School - North, which all the members of	the Board of Directors had due
AYES:		
NOES:		
ABSTAIN:		
ABSENT:		
WITNESS my hand this	day of	, 2019.
	Secretary I	nspire Charter School - North

ATTACHMENT A

CONFLICT OF INTEREST CODE AND APPENDICES OF INSPIRE CHARTER SCHOOL - NORTH

[See Attached]

INSPIRE CHARTER SCHOOL - NORTH CONFLICT OF INTEREST CODE

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

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

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

APPENDIX A

<u>Designated Positions</u>	<u>Disclosure Category</u>
Members of the Governing Board	1, 2
President/CEO	1, 2
Principal/Superintendent	1,2
Assistant Director(s)	3
Verification Specialists	3
Teachers	3
Regional Coordinators	3
Senior Director of Special Education	3
Regional Director of Special Education	3
Assistant Director of Special Education	3

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

APPENDIX B

Disclosure Categories

Category 1 Reporting:

Designated positions assigned to this category must report:

Interests in real property located in whole or in part within two (2) miles of any facility owned or leased by Inspire Charter School - North.

Category 2 Reporting:

Designated positions assigned to this category must report:

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

Category 3 Reporting:

Designated positions assigned to this category must report:

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

RESOLUTION OF BOARD OF DIRECTORS OF THE FEATHER RIVER CHARTER SCHOOL JOINING THE CALIFORNIA CHARTER SCHOOLS JOINT POWERS AUTHORITY, DBA CHARTERSAFE

WHEREAS, it is in the best interests of the Feather River charter school ("School") to establish a joint powers agency to administer programs for group purchasing, financing, risk management, insurance, self-insurance, and risk sharing; and

WHEREAS, the joint powers authority will offer significant advantages to the School in terms of cost, liability protection and services; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Feather River charter school:

- 1. The Feather River charter school agrees to join the California Charter Schools Joint Powers Authority (CCS-JPA, DBA CharterSAFE) and
- 2. Application for a certificate of consent to self-insure for workers compensation insurance to be submitted to the Department of Industrial Relations is hereby authorized, as necessary for the School to participate in the workers compensation self-insurance program of the Authority.
- 3. The School Director is hereby authorized to execute any and all documents as necessary to carry out the purposes of this Resolution.
- 4. That the Clerk /Secretary is directed to certify a copy of this Resolution and to forward the same, together with a copy of the executed joint powers agreement, to the California Charter Schools Joint Powers Authority.

PASSED, APPROVE 2019 by the following vote:	D AND ADOPTED this	day of	
2017 by the following vote.			
AYES:			
NOES:			
ABSENT:			
ABSTAIN:			
Chair/President			
ATTEST:			
Clerk/Secretary	<u> </u>		

AB 2601 (2018) amended the California Healthy Youth Act (CHYA) to require that charter schools in California provide students with inclusive and comprehensive sexual health education and HIV prevention education (Education Code §§ 51930-51939). CHYA education must be provided at least once in middle school and at least once in high school. At our school, 8th grade (middle school) and 9th grade (high school). The law additionally requires instruction be inclusive of all genders, sexual orientations, abilities, races, and cultural backgrounds and present medically accurate and unbiased information.

The school will send a letter to parents/guardians that explains their right to review the curriculum prior to instruction and their right to excuse their child from the instruction. The letter includes the following information:

- Comprehensive sexual health and HIV prevention instruction is provided by trained classroom teachers or community-based health educators.
- All content complies with California Healthy Youth Act and CA Education Code requirements.
- When the instruction will be implemented at their child's school.
- Where parents/guardians can review instructional materials at their child's school.
- That parents/guardians may notify the school in writing if they wish to excuse their child from the instruction.

Parents or guardians may excuse their child from the sexual health instruction for this school year by providing a written note in their preferred language to their child's teacher. The note should simply state that they are excusing their child from the instruction, include their child's name, and be signed by the parent or guardian. There is no need for any explanation or reason to be stated in this note.

Districts may choose a curriculum to use to meet the requirements of the new law. The school will use *Rights, Respect, Responsibility* (3Rs). This is a comprehensive sexual health curriculum that complies with the State of California's CA Healthy Youth Act requirements. This curriculum was vetted by a team of experts prior to being approved by our program's Sexual Health Education Advisory Team. The 3Rs lessons were authored by Advocates for Youth, who is funded and supported by the Centers for Disease Control and Prevention and who collaborates with the California Department of Education to implement medically accurate sexuality education statewide. This curriculum is open for public review.



Non-Compliance Policy and Procedures

Feather River Charter School is committed to ensuring students are appropriately engaged in learning, particularly as it correlates to attendance reporting. After the Non-Compliance Process has been seen through, it may be determined that Independent Study is not the best educational placement for the student and as such, the student may be Administratively Withdrawn.

The purpose of the Feather River Charter School Governing Board approving this Non-Compliance Policy is to accomplish the following:

- 1. Outline the Non-Compliance Process
- 2. Outline the Student's Responsibility to complete Work/Progress, Assignments/Work Samples, and/or Student Activity Logs
- 3. Outline the Parent's and Student's Responsibility to Schedule and Attend Monthly Learning Periods
- 4. Establish Communication Requirements for the Home School Teacher (HST).
- 5. Outline the Non-Compliance Procedures
- 6. Outline the Procedures for the HST when sending the First Non-Compliance Letter
- 7. Outline the Procedures for the HST when sending the Second Non-Compliance Letter
- 8. Outline the Procedures for the Administrative Conference Call
- 9. Establish the Non-Compliance Timeline/Checklist
- **1. Non-Compliance Process:** The school's Non-Compliance Process can be engaged if a student/family is found to have one or more of the following:
 - Two (2) missing assignments during any period of twenty (20) school days
 - One or more missing Work Samples
 - One or more missing Student Activity Logs (Attendance Logs)
 - Missed or not scheduled one or more monthly learning period or other meetings.
 - Has not responded to their Homeschool Teacher after three sets of attempts (phone and email) over the course of six school days.
- 2. Student Work/Progress, Assignments/Work Samples, Student Activity Logs: It is required that all Homeschool Teachers (HSTs) review and affirm student learning and collect Student Activity Logs and Work Samples every twenty school days. It is also required that all HQTs, monitor work completion and progress for High School Students, if using an HQT. When any pupil fails to complete two (2) assignments during any period of twenty (20) school days, or has missed one or more work samples, the HST should then start the Compliance Process.

- 3. Monthly Learning Period or Other Meetings: It is the parent's and student's responsibility to make every effort to schedule and attend monthly learning period meetings every twenty school days. If the meeting is not successfully scheduled or held after two or more attempts it could be determined that the family has not met the school's meeting expectations and the HST should start the Non-Compliance Process.
- **4.** Communication Requirements of the Home School Teacher: HSTs will keep positive and open lines of communication with each family. HSTs will follow a communication pattern with a pairing of a phone call, email message, and document in Contact Manager. If an initial communication pair (#1) is not responded to within two school days, the HST will attempt to reach the family again with another communication pair (#2). If the second communication pair is not successful, the HST will attempt a third communication pair (#3) and start the Compliance Process by sending Non-Compliance Letter #1.
- **5. Non-Compliance Procedures:** The compliance procedure can include two compliance letters and one Administrative Conference call. If after the Administrative Conference call the student fails to meet expectations, the student will be withdrawn from the school for at minimum, one academic school year.
- **6. First Non-Compliance Letter**: Should any of the items listed in the Non-Compliance Process occur and there have been three Communication Pairs attempted, upon the third attempt, the HST will:
 - Send Non-Compliance Letter #1 to the family via certified mail.
 - Document date letter was sent, issue, and tracking number in Contact Manager
 - Remind student/family of the appropriate sections of the Master Agreement and Parent-Student Handbook that specifically address the issue/concern.
 - Talk with the family to see what the issues/concerns are on both sides as well as develop a plan to support the student and resolve any issues.
 - Hold all Instructional Funds until the family is compliant.
- **7. Second Non-Compliance Letter:** Without satisfactory resolution or response to the issues described in the Non-Compliance Letter #1 within five school days, the HST will:
 - Attempt to call and email the family (Communication Pair #4)
 - Determine a day and time to schedule an Administrative Conference Call with the parent(s)/guardian(s), HST, and Sr. Director, to be specified in Non-Compliance Letter #2. Date should be no sooner than the 6th school day from the date of the letter.
 - Send Non-Compliance Letter #2 to the family via certified mail.
 - Document date letter was sent, issue, and tracking number in Contact Manager
 - Remind student/family of the appropriate sections of the Master Agreement and Parent-Student Handbook that specifically address the issue/concern.

Letter #2 gives the family the opportunity to communicate and work with their HST to address and problem-solve the issues of concern. Should the family fail to communicate to their HST within five school days from the date the letter was sent, the parent/guardian must either communicate and resolve the indicated issues with their HST or attend the Administrative Phone Conference as scheduled in the letter.

- **8.** Administrative Conference Call: Without satisfactory resolution to the issues/concerns, the HST will:
 - Send out a conference call number to all participants.
 - Attempt to remind/confirm the parent/guardian of the call via phone and email. Document the communication in the Contact Manager.
 - Document date the Administrative Conference Call was held including a brief summary of the outcome in the Contact Manager.

A team composed of Parent(s)/Guardian(s), HST, and a Director must be present on the Administrative Conference Call. During this time the team will work towards resolution of the issues/concerns as well as determine if this is the best placement for the student. School Administration may determine the following:

- Independent Study is in the best interest of the student.
- The need to place the student on a student improvement plan.
- The need to implement different strategies to collect compliance documents (Student Activities Logs and or Work Samples).
- Determine that it is not in the student's best interest to remain in our independent study program.

If the Administration finds that this is not in the best interest of the student to remain in independent study, then the student shall be withdrawn from the school by following the procedures in the school's withdrawal policy.

If the student or parent does not attend the Administrative Conference Call, the student could be withdrawn from the school by following the procedures in the school's withdrawal policy.

9. Non-Compliance Timeline/Checklist:

- Concern/Issue Arises
 - o The HST will Call & Email Family (Communication Pair #1)*
- Wait 2 School Days
- Resolution Stop Process
- If No Resolution Continue
 - o The HST will Call & Email Family (Communication Pair #2)*
- Wait 2 School Days
- Resolution Stop Process
- If No Resolution Continue
 - The HST will Call & Email Family (Communication Pair #3) + Send Non-Compliance Letter #1 (Certified Mail) Hold Instructional Funds*
- Wait 5 School Days
- Resolution—Stop Process

- If No Resolution Continue
 - The HST will Call & Email Family (Communication Pair #4) + Send Non-Compliance Letter #2 that includes Administrative Conference Call (Certified Mail)*
- Wait 5 School Days
- Resolution Stop Process
- If No Resolution Continue
 - The HST will Hold Administrative Conference Call and determine best course of action*
- Follow school withdrawal policy, if applicable*

^{*}Document in Contact Manager



Investigation of Inaccurate, Suspicious or False Addresses for Student Residency

Feather River Charter School may only enroll students that are residents of the State of California and residents of the following counties: El Dorado, Sacramento, Placer, Butte, Yolo, Colusa, Yuba and Sutter. As such, upon enrollment, the student's parent/guardian is required to provide proof of residency, either through presentation of permitted documents establishing residency, an Affidavit to Verify Residency Form, or a Parent Residency Affidavit Form.

If, thereafter, an employee of Feather River Charter School has reason to believe that the address provided by the parent/guardian is incorrect, was falsely reported, or is not longer valid and in line with Feather River Charter School's Residency Policy, every effort shall be made to ascertain the correct information. In order to initiate an investigation, Feather River Charter School's employee must document specific, articulable facts supporting the belief that the parent/guardian has provided false, inaccurate or unreliable evidence of residency.

School staff have the right and obligation to conduct a thorough investigation (due diligence) in order for Feather River Charter School's Principal to take appropriate action.

Such an investigation shall include:

- 1. Search Feather River Charter School's enrollment database by entering student's, parent's/guardians, names to locate siblings and review their residence information.
- 2. The Feather River Charter School Principal or designee may interview the student(s) for residence information. At no time, however, shall any employee of Feather River Charter School inquire about a student's/family's immigration status.
- 3. The Feather River Charter School Principal or designee may mail a letter to all known current and previous addresses requesting residency verification. Write or stamp "Do Not Forward-Address Correction Requested" on the envelope so that the letter will be returned to the school with the family's current address. The new address should be entered into the student information system(s). If the letter is returned with no forwarding information, the student and their parent/guardian must be contacted to provide new information. If the parent/guardian refuses to provide information the school must immediately initiate the investigative activities outlined above.

- 4. The Feather River Charter School Principal or designee may conduct a home visit to establish residency at either the current or previous address.
- 5. The Feather River Charter School Principal or designee may review publicly available documents, in paper form or through an electronic databased, to verify the address of students by a review of property records. This method shall not be used to verify residence for students living in apartments, under leases or subleases, in foster or probation placements or in homeless situations since this method would not verify these residency situations.
- 6. The investigation shall not allow for the surreptitious photographing or video-recording of pupils who are being investigated. "Surreptitious photographing or video-recording" means the covert collection of photographic or videographic images of persons or places subject to an investigation. The collection of images is not covert if the technology is used in open and public view.
- 7. At all times during an investigation, employees and contractors of Feather River Charter School engaged in the investigation shall identify themselves truthfully as such to individuals contacted or interviewed during the course of the investigation.

If a new address and residency is established and located outside of California or the following counties: El Dorado, Sacramento, Placer, Butte, Yolo, Colusa, Yuba and Sutter, the Principal or designee shall follow the policy and procedures providing notice and a right to a hearing identified in Feather River Charter School's Residency Policy.



Withdrawal Policy

The purpose of the Feather River Charter School Governing Board approving this Withdrawal Policy is to accomplish the following:

- 1. Establish the Reasons a Student Can Be Withdrawn from Feather River Charter School
- 2. Outline the Procedures for Withdrawing a Student
- 3. Establish the Charter School's Responsibility to Not Encourage a Pupil Currently Attending the School to Disenroll or Transfer to Another School
- 4. Establish the Process for Notifying Parents/Guardians/Educational Rights Holder of the Withdrawal
- 1. Reasons for a Withdrawal: If Feather River Charter School discovers that a student enrolled in Feather River Charter School is no longer a resident of California, no longer a resident of a county that Feather River Charter School may legally provide educational services to, is concurrently enrolled in a private school, is concurrently enrolled in another public school, is in non-compliance with Feather River Charter School's policies, or otherwise may no longer legally be served by Feather River Charter School, the following procedures shall be followed to withdraw the student from Feather River Charter School.
- 2. Procedures for Withdrawing a Student: Feather River Charter School shall send the parent/guardian/educational rights holder a notice of the Feather River Charter School's intention to withdraw the student from the School and the reasons for that decision. The notice will be sent at least five days prior to the withdrawal of the student. The notice will inform the parent/guardian that the Education Code provides the parent/guardian/educational rights holder with the right to a hearing adjudicated by a neutral officer within a reasonable number of days at which the pupil(s) have a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the pupil(s) have the right to bring legal counsel or an advocate. This notice shall be written in the native language of the pupil or the pupil's parent or guardian, or if the pupil is a foster child or youth or a homeless child or youth, the pupil's educational rights holder.

This notice will also inform the parent/guardian/educational rights holder that the student's enrichment opportunities and curriculum orders will be put on hold until the hearing is completed.

If the parent/guardian invokes said rights, the Feather River Charter School will not disenroll the pupils until it has reached a final decision. The decision of the School is final and cannot be appealed.

In addition, the parent/guardian will be sent a Charter School Complaint Notice in the form provided by the California Department of Education at www.cde.ca.gov/sp/ch/cscomplaint.asp.

- 3. The Charter School's Responsibility to Not Encourage a Pupil Currently Attending the School to Disenroll or Transfer to Another School: Feather River Charter School shall not encourage a pupil currently attending the school to disenroll or transfer to another school for any reason, including but not limited to, academic performance of the pupil or because the pupil exhibits any of the following characteristics: pupils with disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, or pupils who are economically disadvantaged, as determined by eligibility for any free or reduced-price meal program, foster youth, or pupils based on nationality, race, ethnicity or sexual orientation.
- **4. Notification of the Withdrawal:** Once the student has been withdrawn from Feather River Charter School, the parent/guardian/educational rights holder will be notified of the withdrawal and advised to enroll the student immediately in a school that may legally serve that student. A copy of this notice shall be placed in the student's cumulative file. The student's teacher will also be notified of the withdrawal.



Disenrollment Letter

Dear Parent/Guardian/Educational Rights Holder

Please accept this five-day notice of Feather River Charter School's intent to disenroll your children because [insert explanation as to why the kid(s) are being involuntarily disenrolled].

In addition to regular phone and email communication, the following attempts were made to contact you to offer support:

Letter #1 Date: Month XX, 20XX Letter #2 Date: Month XX, 20XX

Administrative Conference Date: Month XX, 20XX at 00:00 AM/PM

We are obligated to inform you that the Compulsory Education Statute in California, as stated in Cal. Education Code Section 48200, requires that all children between the ages of 6-18 years old have a full-time education, unless they are exempt. We are also obligated to notify your school district of residence of your student's enrollment status.

The Education Code provides you with the right to a hearing adjudicated by a neutral officer within a reasonable number of days at which your child(ren) have a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which your child(ren) have the right to bring legal counsel or an advocate. If you have invoked the right to this hearing, Feather River Charter School will not disenroll your child(ren) until it has reached a final decision. However, until final resolution of the matter, your child(ren)'s enrichment opportunities and curriculum orders will be put on hold.

If you have not invoked the right to a hearing before [6 SCHOOL DAYS LATER], your child(ren) will be disenrolled from Feather River Charter School. If you intend to initiate your rights to a hearing, please inform the undersigned by email of this decision. We will then work to schedule a hearing within a reasonable amount of time.

Additionally, in accordance with California law, I attach a copy of the Charter School Complaint Notice and Form. This form may also be found on Feather River Charter School's website. This notice and form is self-explanatory.

VENDOR AGREEMENT

This Vendor Agreement ("Agreement") is made between **Feather River Charter School** ("School"), a California nonprofit public corporation and

("Vendor").



RECITALS

WHEREAS, School fosters successful student achievement through a quality, personalized, and standards-based education program featuring unique and hands-on experiential learning experiences;

WHEREAS, Vendor is engaged in the businesses of providing experienced and qualified educational services as set forth in **Exhibit A**; and

WHEREAS, School desires to retain Vendor for the purpose of providing the services described herein for the benefit of the School, families, and students.

NOW, THEREFORE, in consideration of the foregoing recitals, the promises and the mutual covenants contained herein, and for other good, valuable and sufficient consideration, the parties agree as follows:

SECTION 1. TERM and TERMINATION.

- a. <u>Term</u>: This Agreement shall be effective as of **[INSERT DATE]** until June 30, 2020 (the "Initial Term").
- b. <u>Termination</u>: Vendor may terminate this Agreement for cause after providing sixty (60) days advance written notice to School. School may terminate this Agreement at any time, with or without cause in its sole discretion with sameday written notice. Upon termination, School shall pay Vendor for all necessary and approved Services rendered pursuant to this Agreement and relevant "Enrichment Certificate(s)" (defined below) up to the effective date of termination. School has no obligation to pay Vendor for any Services provided after the effective date of termination. The termination of this Agreement constitutes a termination of any active invoices and Enrichment Certificates.

SECTION 2. SERVICES.

a. <u>Scope of Services</u>: Vendor is hereby engaged by School to perform the student enrichment services specified in **Exhibit A**, incorporated herein by reference ("Services"), subject to the terms and conditions contained herein. Vendor assumes full responsibility for the performance of the Services provided under the terms of this Agreement. School does not guarantee any minimum amount of work by this Agreement.

- b. <u>No Authority to Bind School</u>: Vendor understands and agrees that Vendor lacks the authority to bind School contractually, conduct business on School's behalf, or incur any obligations on behalf of School. Specifically, Vendor agrees not to represent himself/herself or any Vendor employees, agents, or contractors as an employee of School in any capacity, including, but not limited to, when interacting with School students, parents, vendors, or employees.
- c. <u>Responsibility for Performance</u>: Vendor assumes full responsibility for the performance of Vendor's duties under the terms of this Agreement and warrants that Vendor and its employees, contractors, and other agents are fully qualified in Vendor's specialized skill or expertise to perform such duties. Vendor will not enter into any contract or engagement that conflicts or interferes with Vendor's duties under this Agreement.
- d. Compliance with Charter Petition and Law: Except when otherwise expressly required by applicable law, School shall not be responsible for monitoring Vendor's compliance with the law, charter petition, and Agreement. Vendor acknowledges that School must comply with Education Code § 220's prohibitions against discrimination, obligations to provide a free appropriate education to students with exceptional needs pursuant to the Individuals with Disabilities Education Act ("IDEA") and Section 504 of the Rehabilitation Act, and be non-sectarian in its programs. Vendor must be non-sectarian in any Services provided to School students. Vendor shall ensure its performance of its Services complies with these legal and charter petition requirements. If Vendor performs any Services in a manner that is contrary to law, Vendor shall bear all claims, costs, losses and damages (including, but not limited to, reasonable attorneys' fees and costs) arising therefrom.
- e.—Service Limitations: Vendor shall not serve any School students for more than twelve (12) hours a week under this Agreement or any other arrangement.—Vendor is prohibited from providing services under this Agreement to a relative (e.g., child, sibling, etc.) of the Vendor or an employee, officer, or agent of the Vendor. School shall not be responsible for paying Vendor for the prohibited services described in this subsection. A violation of this subsection constitutes a material breach of the Agreement
- f. <u>Service Limitations</u>: Vendor shall not serve a School student for more than twelve (12) hours during the school week (Monday to Friday from 8:00 am to 2:30 pm) under this Agreement or any other arrangement (e.g., Student participation in a Vendor program outside of School activities).
- g. No Private School Affiliation: Vendor certifies that it is not, nor is it affiliated with, a private school that submitted an affidavit to register with the California Department of Education and is listed on the state's Private School Directory ("Private School"). Vendor affirms the Services shall not be provided at a Private School. Vendor affirms that it will not confer any compensation received for performing Services under this Agreement to a Private School.
- h. <u>Prohibited Conflicts</u>: Vendor is prohibited from providing Services under this Agreement to a relative (e.g., child, grandchild, niece/nephew, sibling, etc.) of

the Vendor (or its employees). School shall not be responsible for paying Vendor for the prohibited services described herein.

SECTION 3. PAYMENT.

- a. <u>Enrichment Certificate</u>: School requests Services from Vendor through an Enrichment Certificate. School is not responsible for the costs of Services without issuance of an Enrichment Certificate. The Enrichment Certificate will detail requested Services, dates of Services, fees for Services, and other relevant information. Vendors must first receive an Enrichment Certificate before providing Services to students. School does not pay for Services in advance. If an Enrichment Certificate expires, Vendor must cease providing Services until it receives another Enrichment Certificate.
- b. <u>Vendor Invoice</u>: School shall pay Vendor for Services performed through invoices. Vendor will remit one (1) itemized invoice after completing the Services pursuant to an Enrichment Certificate. Vendors should submit invoices to **CCS-invoicing@inspireschools.org**. School will endeavor to pay undisputed invoice amounts within thirty (30) days of receipt.
- c. <u>Termination of Enrichment Certificate</u>: School may terminate an Enrichment Certificate at any time, with or without cause in its sole discretion with same-day written notice. School shall pay Vendor the undisputed amounts for Services already performed under the Enrichment Certificate.
- d. <u>Incurred Costs</u>: Any damages or costs incurred by School, including replacement costs, as a result of Vendor's failure to competently perform under this Agreement may be deducted by School from any amounts owed to Vendor.
- e. <u>Use of School's Name</u>: Vendor shall not use the name, insignia, mark, or any facsimile of the School for any purpose, including but not limited to advertising, client lists, or references, without the advance written authorization of the School.

SECTION 4. GENERAL CONDITIONS FOR VENDOR PERFORMANCE.

- a. <u>Vendor Qualifications</u>: Vendor represents it has the qualifications, skills and, if applicable, the certification and licenses necessary to perform the Services in a competent, and professional manner, without the advice or direction of School. Upon School's request, Vendor shall provide copies of certification or licensure. Subject to the terms of this Agreement, Vendor shall render all Services hereunder in accordance with this Agreement and **Exhibit A**, Vendor's independent and professional judgment and in compliance with all applicable laws and with the generally accepted practices and principles of Vendor's trade. Vendor is customarily engaged in the independently established trade, occupation, or business of the same nature as the Services performed.
- b. <u>Relationship</u>: The School is not an employer of Vendor or its employees, contractors, or agents and shall not supervise individuals as such in carrying out the Services to be performed by Vendor under the terms of this Agreement. It

- is expressly understood between the parties that Vendor and its employees, contractors, and agents are not employee(s) of School.
- c. <u>Licenses</u>: Vendor warrants that Vendor is engaged in an independent and bona fide business operation, markets him/her/itself as such, is in possession of a valid business license/insurance when required, and is providing or capable of providing similar services as set forth in **Exhibit A** to others.
- d. <u>No Training or Instruction</u>: Although School may at times provide information concerning its business and students to Vendor, School will not provide any training or instruction to Vendor concerning the manner and means of providing the Services that are subject to this Agreement because Vendor warrants that Vendor is highly skilled in its industry.

SECTION 5. TAXES. Because Vendor is not an employee of School, all compensation called for under this Agreement shall be paid without deductions or withholdings, and will be accompanied by an IRS Form 1099, as applicable, at year end. Vendor is responsible for the reporting and payment of any state and/or federal income tax or other withholdings on the compensation provided under this Agreement or any related assessments. In addition, Vendor shall fill out and execute a Form W-9. In the event that the Internal Revenue Service or the State of California should determine that Vendor or its employee(s) is/are an employee of School subject to withholding and social security contributions, Vendor acknowledges consistent with this Agreement that all payments due to Vendor under this Agreement are gross payments, and the Vendor is solely responsible for all income taxes, social security payments, or other applicable deductions thereon.

SECTION 6. BENEFITS. Vendor and its employees, contractors, and agents are not entitled to the rights or benefits that may be afforded to School employees including, but not limited to, disability, workers' compensation, unemployment benefits, sick leave, vacation leave, medical insurance and retirement benefits. Vendor is solely responsible for providing at Vendor's own expense, disability, unemployment, workers' compensation and other insurance for Vendor and any of its employees, contractors, and agents. Vendor shall further maintain at its own expense any permits, credentials, certifications and/or licenses necessary to provide the Services and shall provide any training necessary for its employees, contractors, and agents to perform all Services under this Agreement.

SECTION 7. MATERIALS. Vendor will furnish at its own expense all materials, equipment and supplies used to provide the Services.

SECTION 8. BACKGROUND CHECK AND SAFETY REQUIREMENTS.

a. <u>Background Check</u>: Vendor shall ensure its employees, agents, and contractors working directly with School students complete a criminal background check through the Department of Justice ("DOJ") in accordance with Education Code section 45125.1. Vendor certifies to School that no one working on behalf of Vendor (e.g., Vendor employees, agents, or contractors) working with School students have been convicted or have pending charges of a violent or serious felony as defined in Penal Code sections 667.5(c) and 1192.7(c). The cost of the background check is the Vendor's responsibility.

- b. <u>First Aid & CPR Certification</u>: Upon School's request, Vendor shall ensure its employees, agents, or contractors obtain First-Aid and CPR Certification.
- c. <u>Supervision</u>: Vendor is responsible for supervising and ensuring students have a safe environment from the time they are dropped off to receive Services and until the responsible party picks them up. Students may not be left unattended during Vendor's provision of Services. Vendor may not transport students without School's express written permission.
- d. <u>Student Discipline</u>: Vendor acknowledges that School is responsible for managing and overseeing the education program, which incorporates the Vendor's enrichment services. Vendor must notify School when students act inappropriately and may require discipline. School is responsible for issuing discipline to students. If Vendor learns a student may pose a health or safety threat to himself/herself or to other individuals, Vendor must immediately notify the School. If Vendor wishes to remove a participant from their Services, the Vendor shall notify School and the parties will discuss appropriate measures.

SECTION 9. INDEMNIFICATION AND INSURANCE.

- a. Indemnification: To the maximum extent allowable by law, Vendor will indemnify, defend, and hold harmless School, its officers, directors, employees, agents and volunteers from and against all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, attorneys' fees, and costs that such entities or persons may incur that arise out of or relate to this Agreement or the alleged negligence, recklessness or willful misconduct of Vendor, including of Vendor's officers, directors, employees, subcontractors, agents, representatives, volunteers, successors, assigns or anyone for whom Vendor is legally responsible. Vendor's indemnity, defense and hold harmless obligations shall survive the termination of this Agreement. To the maximum extent allowable by law, Vendor also agrees to hold harmless, indemnify, and defend School from any and all liability, damages, or losses (including reasonable attorneys' fees, costs, penalties, and fines) School suffers as a result of (a) Vendor's failure to meet its obligations under Sections 4-6, or (b) a third party's designation of Vendor or Vendor's employees, agents, or contractors as an employee of School regardless of any actual or alleged negligence by School.
- b. <u>General Liability Insurance Limits</u>: Vendor agrees to maintain general liability insurance coverage, including both bodily injury and property damage, with at least the following coverage limits:
 - i. \$1,000,000 per occurrence
 - ii. \$2,000,000 general aggregate
 - iii. \$500,000 personal & adv. injury
- c. <u>Additional Insurance Requirements</u>: Vendor's insurance shall constitute primary coverage for any loss or liability arising from or relating to this

Agreement and any insurance held by School shall constitute secondary, excess coverage. School may require additional insurance coverage depending on the Services and shall communicate these insurance requirements to the Vendor in conjunction with the provision of an Enrichment Certificate. Vendor's insurance policies required under this Agreement shall name School as additionally insured.

SECTION 10. CONFIDENTIALITY.

- a. Confidential Information: Vendor acknowledges that during the course of performing Services, Vendor may become privy to confidential, privileged and/or proprietary information important to the School. Vendor further acknowledges its obligations under the Family Educational Rights and Privacy Act ("FERPA") and California Uniform Trade Secrets Act. Vendor shall ensure that all of its employees, agents and contractors agree to the requirements of this section prior to receiving any Confidential Information (defined below). Vendor shall not use or disclose during or after the term of this Agreement, without the prior written consent of School, any information relating to School's employees, directors, agents, students or families, or any information regarding the affairs or operations of School, including School's confidential/proprietary information and trade secrets ("Confidential Information"). Confidential Information, whether prepared by or for the School, includes, without limitation, all of the following: education records, student rosters, medical records, personnel records, information technology systems, financial and accounting information, business or marketing plans or strategies, methods of doing business, curriculum, lists, email addresses and other information concerning actual and potential students or vendors and/or any other information Vendor reasonably should know is treated as confidential by the School. The only allowed disclosures of Confidential Information are (i) with prior written consent of School; (ii) after the information is generally available to the public other than by reason of a breach by Vendor of this agreement to maintain confidentiality; (iii) after the information has been acquired by Vendor through independent means and without a breach of Vendor's duties to School under this Agreement or otherwise; or (iv) pursuant to the order of a court or other tribunal with jurisdiction if Vendor has given School adequate notice so that School may contest any such process. Personally identifiable student information may only be used as necessary to meet Vendor's obligations under this Agreement. Vendor must take all necessary and appropriate steps to protect and safeguard all of School's Confidential Information and proprietary information from unauthorized disclosure.
- b. <u>Disclosure of Records</u>: School will provide Vendor with those records requested by Vendor that are reasonably necessary to allow Vendor to perform the Services. Vendor shall use any such records only for the purpose provided and not for the benefit of any other person or entity. Upon termination of this Agreement or School's request, Vendor will immediately surrender to School or destroy all Confidential Information and other materials provided to Vendor by School, including all physical copies, drafts, digital or computer versions.

SECTION 11. ENTIRE AGREEMENT. This Agreement and its incorporated exhibits constitute the entire agreement between the parties with respect to the subject

matter contained herein and supersede all agreements, representations and understandings of the parties with respect to such subject matter made or entered into prior to the date of this Agreement.

SECTION 12. DISPUTE RESOLUTION.

- a. <u>Informal Dispute Resolution</u>: If there is any dispute or controversy between the parties arising out of or relating to this Agreement, the parties shall first meet and confer informally in an attempt to resolve the issue.
- b. <u>Mediation</u>: If reasonable efforts at informal resolution are unsuccessful, the parties shall participate in a mediation with a mutually-agreed upon mediator. Any costs and fees, other than attorneys' fees, associated the mediation shall be shared equally by the parties.
- c. Arbitration: If School has paid more than \$25,000 to Vendor for Services since the start of the previous fiscal year, and efforts to resolve the dispute at mediation are unsuccessful, the parties agree that such dispute will be submitted to private and confidential arbitration by a single neutral arbitrator through Judicial Arbitration and Mediation Services, Inc. ("JAMS") at the nearest JAMS location, or other service agreed upon by both parties, and that such arbitration will be the exclusive final dispute resolution method under this Agreement. The JAMS Streamlined Arbitration Rules & Procedures in effect at the time the claim or dispute is arbitrated will govern the procedure for the arbitration proceedings between the parties. The arbitrator shall not have the power to modify any of the provisions of this Agreement. The decision of the arbitrator shall be final, conclusive and binding upon the parties hereto, and shall be enforceable in any court of competent jurisdiction. The party initiating the arbitration shall advance the arbitrator's initial fee. Otherwise and thereafter, each party shall bear their own costs of the arbitration proceeding or litigation to enforce this Agreement, including attorneys' fees and costs. Except where clearly prevented by the area in dispute, both parties agree to continue performing their respective obligations under this Agreement until the dispute is resolved, subject to the right to terminate this Agreement. Nothing in this Agreement is intended to prevent either party from obtaining injunctive or equitable relief in court to prevent irreparable harm pending the conclusion of any such arbitration.

SECTION 13. MODIFYING THE AGREEMENT. No supplement, modification, or amendment of this Agreement shall be binding unless in writing and executed by both parties.

SECTION 14. NO WAIVER. No waiver of any provision of this Agreement shall constitute, or be deemed to constitute, a waiver of any other provision, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

SECTION 15. NO ASSIGNMENT. No party shall assign this Agreement, any interest in this Agreement, or its rights or obligations under this Agreement without the express prior written consent of the other party. This Agreement shall be

binding on, and shall inure to the benefit of, the parties and their respective permitted successors and assigns.

SECTION 16. SEVERABILITY. If any provision of this Agreement is invalid or contravenes applicable law, such provision shall be deemed not to be a part of this Agreement and shall not affect the validity or enforceability of its remaining provisions, unless such invalidity or unenforceability would defeat an essential business purpose of this Agreement.

SECTION 17. GOVERNING LAW. This Agreement shall be governed by and interpreted under the laws of the State of California.

SECTION 18. AUTHORITY TO CONTRACT. Each party warrants to the other that it has the authority to enter into this Agreement, that it is a binding and enforceable obligation of said party, and that the undersigned has been duly authorized to execute this Agreement.

SECTION 19. NOTICES. All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

(a) When delivered personally to the recipient's address as stated on this Agreement; (b) three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement; (c) via email address as stated on this Agreement.

Notice is effective upon receipt provided that a duplicate copy of the notice is promptly given by first class mail, or the recipient delivers a written confirmation of receipt.

If to Vendor:	If to School:
(Please fill in with your information)	
Business:	Brooke Peterson
Name:	Vendor Administrator
Title:	13915Danielson St, #200
Address:	Poway, CA 92064
Email:	VendorSupport@inspireschools.org (619) 749-1792
Phone:	

SECTION 20. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. A faxed or emailed .pdf or other electronic copy of the fully executed original version of this Agreement shall have the same legal effect as an executed original for all purposes.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date above.

FEATHER RIVER CHARTER SCHOOL	VENDOR
Ву:	By:
Name:	Name:
Title:	Title:
Date:	Date:

Detailed List of Vendor Services and Prices

Services Offered:	Grade Level	and Price:
	тк-к	
	Grades 1-5	\$ per
	Grades 6-8	Semester
	Grades 9-12	Month
	тк- 8	Week
	TK - 12	Day
	тк-к	
	Grades 1-5	\$ per
	Grades 6-8	Semester
	Grades 9-12	Month
	тк- 8	Week
	TK - 12	Day
	тк-к	\$ per
	Grades 1-5	
	Grades 6-8	Semester
	Grades 9-12	Month
	TK- 8	Week
	TK - 12	Day
		\$ per
	Grades 1-5	<u>-</u>
	Grades 6-8	
	Grades 9-12	
	TK- 8	
	TK - 12	

Cancelation & Refund Policy

Students will be permitted to cancel and/or reschedule services with 2 hour notice. Cancelations are subject to a full refund. Refunds must be		.=
submitted to Name of Owner/Director:		
Signature:	Date:	



Promotion, Acceleration and Retention Policy

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

The purpose of the Feather River Charter School Governing Board approving this Promotion, Acceleration and Retention Policy is to accomplish the following:

- 1. Outline the Promotion Policy
- 2. Outline the Acceleration Policy
- 3. Outline the Retention Policy
- 4. Outline the Appeals Process for Parents
- 5. Establish the Process for IDEA/504 Students
- 6. Outline the Charter School Rights
- **1. Promotion Policy:** *K-8:* Each K-8 student will be enrolled in four core subjects: Language Arts, Mathematics, Science, Social Studies, and include enrichment opportunities like art, music, athletics, world languages, technology, field trips, and virtual and in-person community and social experiences, providing a well-rounded education. Students shall progress through the grade levels by demonstrating growth in learning and meeting grade level standards.

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

Required Courses for All High School Grade Levels*:

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

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

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

- Learning Program
- Student's intended courses
- Courses completed
- Course of Study
- College and/or Career path
- 2. Acceleration Policy: When high academic achievement is evident, a teacher and/or parent may recommend a student for acceleration of courses. The student's social and emotional growth shall be taken into consideration in making a determination to accelerate a student.

Mid-Year Grade Level Acceleration Requests: The decision to promote a student mid-year will be made only after careful consideration has been given with regards to serving the academic best interests of the student. Mid-year promotions are approved or denied at the end of the first semester. If a student is promoted at the end of the first semester, he/she should be on target to complete all courses at his/her promoted grade level by the end of the school year. 8th to 9th grade acceleration requests are only considered in the fall semester before the high school add/drop date. Kindergarten students do not qualify for a mid-year promotion unless they have completed one full year of kindergarten, or will turn 6 in their first grade year by the date set by the state of California.

A child who was *not age-eligible* for kindergarten (that is, the child turned five after September 1 in the 2014-15 school year or thereafter) and who attended a California private school kindergarten for a year is viewed by the CDE as *not legally enrolled* in kindergarten, pursuant to *EC* Section 48000 requirements. Therefore, this child, upon enrollment in public school, is enrolled in kindergarten, assessed, and may (but is not required to) be immediately promoted to first grade if the child meets the following State Board of Education criteria, pursuant to Title 5, Section 200:

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

A statement, signed by the district and parent/guardian, is placed in the official school records for these five-year-olds who have been advanced to first grade (EC Section 48011).

This action prevents a subsequent audit exception for first grade placement of an *ageineligible* student.

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

Parent:

• Parent Request: Parents may request that the teacher promote their child to a different one grade level at the end of the 1st semester. —which may result in a 2-grade promotion during one school year.

Teacher:

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

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

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

- Teachers must meet and evaluate student in person.
 - Under no circumstance shall the parent or Learning Coach assist student with assessments when the assessment is being used to promote a student mid-year.
- Bader Reading Assessment indicates student is performing above current grade level
- Writing Sample showing proficiency above grade level standards
- Benchmark Data indicates student has mastered current grade level content/state standards
- Benchmark results in Mathematics and ELA indicate student is advanced at current grade level content/state standards
- SBAC results (if available) indicate student has met or exceeded standards
- Student work samples, demonstrating proficiency above current grade level standards.
- 3. Retention Policy: The Charter School is committed to making individual decisions on grade retention based on the long-term, best interest of the individual student. Staff is committed to helping all students realize their fullest potential, including remediation for students that are experiencing difficulty. To that end, retention may be appropriate for a student experiencing extreme academic difficulty or serious health or family emergencies. Typically, retention is considered after various other remediation steps have been employed by student's teacher(s) and academic team with insufficient success. Special consideration will be given to students

with limited English proficiency and those with a special education IEP. Students may be retained only once in their K-8 school career. After careful analysis of evidenced based instruction and intervention, retention is considered for the next school year.

Kindergarten Retention Criteria:

Students can also be retained in grade K based upon current law. Kindergarten students who have completed one year of kindergarten shall be admitted to first grade unless the parent/guardian and the district agree that the student shall continue in kindergarten for not more than one additional school year based on student progress on the Individualized Learning Plan. (Ed Code 48011). Whenever a student continues in kindergarten for an additional year, the School Staff shall secure an agreement, signed by the parent/ guardian, stating that the student shall continue in kindergarten for not more than one additional school year. (Ed Code 46300)

Grades 9-12 Retention Criteria:

The state does not require school districts to have student retention criteria beyond the last year of middle school to the first year of high school. Progress toward high school graduation shall be based on the student's ability to pass the subjects and electives necessary to earn the required number of credits.

Grades 1-8 Retention Criteria:

If a student is identified as performing below the minimum standard for promotion based on their progress on the Individualized Learning Plan, the student may be retained in his/her current grade level. Both the parent and teacher must determine, in writing, if retention is the appropriate intervention for the student's academic deficiencies. This determination shall specify the reasons that retention is appropriate for the student and shall include recommendations for interventions necessary to assist the student in attaining acceptable levels of academic achievement. If the teacher and parent are not in agreement with the recommendation of retention, please see below for the appeal process. The burden of proof for the appeal rests with the appealing party. (Ed Code 48070.5)

Grades 1-8 Retention Timeline: Parents will request student retention in writing following the timeline explained below.

Step	Timeline
1. Teacher or parent recommends reter	ntionTeacher – By the last
consideration for student.	day of fall semester By
	January 1
	Parent – By the last
	day of fall semester By
	January 1

2. Remediation steps occur, including, but not limited to:	Teacher – September- March -April 15th
**SST meeting	
**Academic screenings	
**Multi-tiered Systems of Supports, includes Tier,	
1, Tier 2, and Tier 3 intervention	
**Curriculum modifications intervention	
**Additional Testing	
**Coordinated outside services	
**Teacher "at risk" assistance	
**School and home coordinated program	
3. Academic Team meets to review student	Teacher/Academic Team - March
progress. Team includes:	
**Teacher	
**School Administrator	
**Other teachers	
**Parent	
Additional remediation steps can be considered	
3.4. Team meets to make recommendations regarding	Teacher/Academic Team-May
grade placement of student for the next school year.	•
Factors:	
**Teacher Recommendation	
**Parent analysis	
**Grades	
**Test Data – Benchmark, SBAC, assessments	
**Cumulative Record	
**Social factors	
5. School Administrator makes decision and informs	School Administrator — Mid-June, Before
parent or guardian.	the school year has ended.

- **4. Appeals and Parent Rights:** Parents have the right to appeal a decision made by the Academic Team. If a parent wishes to appeal, they would complete the following steps:
 - Appeal to School Administrator in writing.
 - School Administrator responds within two (2) weeks.
 - If not resolved, parents may appeal to the School Board at the next regularly scheduled board meeting.
 - The School Board meets in a closed session and will send the parent or guardian a response in writing
- **5. IDEA/504 Students:** Students who participate in special education/504 plans have their education program and decision making process affected by state and federal regulations; therefore, decision-making in the area of grade promotion/retention is first governed by state and federal requirements.

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

ENGLISH LEARNER MASTER PLAN 2019-2020





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Master Plan for Services to English Learners

2019-2020

Feather River Charter School aims for outstanding programs for all our students. English Learners have enormous challenges but also have the opportunity to develop the asset of bilingualism within a global community. They face the double task of learning the challenging state standards and mastering a new language.

To make sure we reach optimal results for English Learners we developed this Master Plan to ensure that they learn English, have full access to a challenging academic curriculum, and that they build the multicultural proficiency that is necessary in today's complex and challenging world. This plan is a practical guide for all staff to ensure that we provide consistent, coherent services to each and every English Learner in our school. We are all expected to follow the plan, and it provides specific ways for us to hold ourselves accountable for obtaining optimal results.

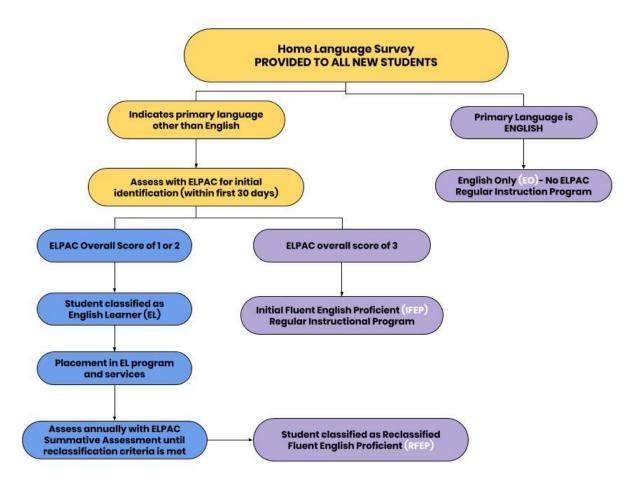
This plan describes how we identify, serve and support students who initially enroll in our school with limited proficiency in the English language. The plan sets forth five goals for this work:

- 1. English Learner (EL) programs will be fully implemented.
- 2. Parents of English Learners and Reclassified Fluent English Proficient Students (RFEPs) will participate meaningfully in their children's education.
- 3. English Learners will master the English language as efficiently and effectively as possible.
- 4. English Learners will achieve academic success comparable to English Only (EO) students.
- 5. English Learners and Reclassified Fluent English Proficient Students will be at no greater risk for school failure than English Only Students.

Identification Tools:

- Home Language Survey upon enrollment
- Additionally, look in CALPADS and cumulative folders





Step 1: Registration, including Completion of the Home Language Survey

Upon enrollment, parents complete a Home Language Survey or HLS as required by state law. This survey is completed the first time the parent enrolls the child in Feather River Charter School and the results are maintained thereafter in the charter school's student information system and the English Learner folder in the child's cumulative record (CUM).

If the answers to Items 1, 2, 3 on the HLS are "English", the child is classified as English Only or EO. The parent is notified of the result and is given an explanation of the placement options open to the student. The default option is Mainstream English.

If Item 1, 2, or 3 on the Home Language Survey is answered with a language other than English, the child is tested for English proficiency. (Continue to Step 2)

However, if the parent's response to the first three questions on the HLS is English, and the response to the fourth question is other than English, then reasonable doubt may exist as to the student's home language. If there is evidence of significant non-English exposure, then the pupil must be administered the state English language proficiency assessment, currently known as the English Language Proficiency Assessments for California (ELPAC). The parent



will be consulted by a certificated staff member regarding the need to administer the assessment, the results, and the subsequent program placement of the child.

NOTE: When reasonable doubt is established, the school must annotate the HLS to document the reasons for ELPAC administration. The school administrator/designee must sign and date the annotations provided.

The parent has the right to amend the HLS at any time. However, if the student has already been administered the initial ELPAC, any changes to the HLS will not affect the student's official language classification. If the parent amends the HLS prior to initial ELPAC administration, the school must honor the changes made while continuing to take reasonable doubt into consideration, given the probable impact of the change relative to the parent's or student's observed linguistic behavior.

Parents who enroll their child in Pre-Kindergarten must complete the HLS as part of the enrollment process. The first HLS (e.g., Pre-K) on file for a student supersedes all HLS forms completed at later times. Therefore, the answers provided on the **initial** HLS are documented permanently in CALPADS.

Assessment		
Initial ELPAC	Within 30 days of enrollment	July 1-May 30
Initial ELPAC score report and Notification Letter will be mailed, after testing. See Appendix 1		
Summative ELPAC	Given to current EL students	Feb 1- May 30

Step 2: English Language Proficiency Assessment

State regulations require that if the student's Home Language Survey indicates that a language other than English is used at home in Item 1, 2, or 3, the student's English language proficiency level must be assessed within 30 calendar days of initial enrollment.

The ELPAC is a standardized language proficiency test designed to measure the English proficiency of non-native speakers in four areas: Listening, Speaking, Reading and Writing. The child receives a score for each part of the test that is taken (Listening, Speaking, Reading, and Writing) as well as an overall score. The score types include scale scores and proficiency levels.

School staff calculates a preliminary score for the purpose of determining the default program and placement options. These results, including proficiency level results for each subtest, are communicated to the parent on the Parent Notification of English Language Testing Form. The



assessment is also forwarded by the Director of Testing and Assessments to the test publisher for official scoring. These official results override the informal scoring if the scores differ. The official results are sent to the parent within 30 days of receipt by the school. ELPAC results are maintained in the student's English Learner folder inside the cumulative folder, and in the school's student information system for future use in the monitoring of student progress and in the program evaluation.

If an Individual Education Plan (IEP) team has determined that a student is unable to take all or part of the ELPAC, the student will be given a California Department of Education (CDE) approved alternative assessment.

On the basis of the English language assessment, students are classified as either English Learner (EL) or Initially Fluent English Proficient (IFEP).

Criteria for reasonable fluency in English

Level	Description
Initial Fluent English Proficient [IFEP]	Students at this level have well developed oral (listening and speaking) and written (reading and writing) skills. They can use English to learn and communicate in meaningful ways that are appropriate to different tasks, purposes, and audiences in a variety of social and academic contexts. They may need occasional linguistic support to engage in familiar social and academic contexts; they may need light support to communicate on less familiar tasks and topics. This test performance level corresponds to the upper range of the "Bridging" proficiency level as described in the 2012 <i>California English Language Development Standards, Kindergarten Through Grade Twelve</i> (2012 <i>ELD Standards</i>).
Intermediate English Learner	Students at this level have somewhat developed to moderately developed oral (listening and speaking) and written (reading and writing) skills. This level captures a broad range of English learners, from those who can use English only to meet immediate communication needs to those who can, at times, use English to learn and communicate in meaningful ways in a range of topics and content areas. They may need some degree of linguistic support to engage in familiar social and academic contexts (depending on the student, the level of support needed may be moderate, light, or minimal); they may need substantial-to-moderate support to communicate on less familiar tasks and topics. This test performance level corresponds to the entire "Expanding" proficiency level and to the lower range of the "Bridging" proficiency level as described in the 2012 <i>ELD Standards</i> .



Novice English Learner

Students at this level have **minimally developed** oral (listening and speaking) and written (reading and writing) English skills. They tend to rely on learned words and phrases to communicate meaning at a basic level. They need substantial-to-moderate linguistic support to communicate in familiar social and academic contexts; they need substantial linguistic support to communicate on less familiar tasks and topics. This test performance level corresponds to the "Emerging" proficiency level as described in the 2012 *ELD Standards*.

NOTE: Students classified as IFEP are not eligible to receive EL services and will receive grade-level instruction in an instructional program designed for Native-English and Fluent-English speakers.

IFEP Students - The parents of IFEP students are informed of the results and given the same program options as those given EO students- the default program is Mainstream English. Placement is made on the same basis as for EOs.

English Learners proceed to primary language assessment. Parents of ELs will be notified each year of their child's current language classification along with the annual assessment results. A student will remain an EL until he or she has met the criteria for reclassification.

Parent Notification

- Results of assessments
- Student Placement

Step 3: Parent Notification of Results

Parent Notification of Initial Assessment Results and Program Placement

Parents of students (ELs and IFEPs) who are administered the **initial** ELPAC will receive official notification informing them of their child's:

- Initial English language proficiency level and how it was assessed
- Official language classification
- Instructional program placement

In addition to the above, parents must also receive information regarding the:

- Various instructional program options, educational strategies, and educational materials to be used in each program
- Reclassification, or program exit, criteria
- Instructional program for ELs with a disability (with an IEP) and how such a program will
 meet the objectives of the IEP
- Expected rate of graduation for ELs



Parent Notification of Annual Assessment Results and Program Placement

Program Placement/Instructional

- English Language Mainstream (ELM)—A classroom setting for English learners who
 have acquired reasonable fluency in English, as defined by the school district. In
 addition to ELD instruction, English learners continue to receive additional and
 appropriate educational services in order to recoup any academic deficits that may have
 been incurred in other areas of the core curriculum as a result of language barriers.
- Core Instruction in English
- Daily Leveled ELD for 30 60 minutes based on the student need and level independently at home through English in a Flash (EIAF)(STAR360) program with teacher monitoring progress.
- SDAIE strategies/vocabulary development will be embedded in curriculum and enhanced with teacher support in person or online sessions. One to three, half-hour sessions. (SDAIE Strategies for English Learner Intervention is attached).
- Monitor student progress and evaluate program regularly.
- Designated ELD Direct Instruction Classes—via a virtual online platform.
- Pathblazer for math and reading support
- Reading Horizons—this program provides an assessment of the student, then offers
 differentiated and individualized assignments to help them build foundational skills in
 English language.
- Reading Eggs- provides a comprehensive range of research-based online reading lessons, activities and books that teach children aged 2–13 the literacy skills needed for a lifetime of reading success. The comprehensive reading program is grounded in solid educational research and covers the five pillars of reading – phonics, phonemic awareness, vocabulary, comprehension, and fluency.
- In addition, any other school-provided online programs.

Step 4: Program Placement

The following process is used to identify the most appropriate program for the English Learner. ELPAC results indicate whether the student is *reasonably fluent in English* or not.

The criteria for reasonable fluency in English are the same as the criteria for "Probably English Proficient" in the ELPAC Scoring Guide. They include:

- 1. Student's *overall* proficiency level is Early Advanced or higher, *and*
- 2. Proficiency in *each* skill area is Intermediate or higher. The skill areas are Listening, Speaking, Reading, and Writing (Kindergarten through 12th grade).

If the child is *reasonably fluent in English* by these criteria, then the default placement is the *mainstream English program*. Additional support services may be recommended, as appropriate. The child will normally continue in this placement until reclassified. Support



services in the mainstream program must include English Language Development and may include one or more of the following:

- Content instruction using SDAIE strategies
- Specialized instruction by an English Learner Development teacher
- Participation in Benchmark, Strategic, or Intensive interventions in variety of setting based on student need
- McGraw Hill Flex Curriculum (EL supports based on Level)

AT RISK EL STUDENTS & LTEL's (Long Term English Learners)

Feather River will annually run a list of the at risk ELs (4-5 years as an EL) and our LTELs (6+ years as EL) and work with HSTs to strongly encourage the following supports:

- * Automatic access to EIAF
- *Virtual Reading Comprehension virtual classes offered by qualified instructors
- *Reading Horizons option
- *Pathblazer interventions
- *ELD Support Class option
- *Rosetta Stone English
- *School's EL designee will collaborate with HSTs and parents to determine best practices to encourage and support each student to show English fluency and be able to reclassify

STAFFING

Per state and federal law all teachers of our EL students hold a valid CA teaching credential with authorization to instruct English Learners. This CLAD or English Learner authorization is met through coursework completion, passing scores on the 3 CTEL examinations. EL students are not assigned to teachers who have not yet earned this authorization, or, as in the case of a new teacher, with a preliminary credential, who is still working to clear their credential. Feather River will:

- Ensure appropriate assignments of teachers for English Learners
- Recruit qualified EL certified teachers through position postings
- Assure that teachers hold proper California Teacher Credentialing (CTC) authorizations
- Provide opportunities for teachers who do not hold appropriate certification to enroll in training

PROFESSIONAL DEVELOPMENT FOR STAFF AND ADMINISTRATORS ON INITIAL IDENTIFICATION, PLACEMENT, AND RELATED PARENTAL RIGHTS/INFORMED CONSENT

Feather River Charter School is committed to providing ongoing annual professional development for administrators and staff, including special education teachers and staff, on legal requirements and district procedures relating to the implementation of the identification and placement requirements of this *English Learner Master Plan*, including but not limited to:



- Initial identification
- Placement options and procedures
- Communicating assessment results to families effectively
- Parental rights and informed consent regarding initial identification and placement, including the parental exception waiver process.

Those who must participate in the training include but are not limited to: administrators, teaching staff, counselors, Enrichment Center staff, staff members who work with ELs' student records, office staff members responsible for registration, special education teachers, paraprofessionals and specialists, and other support staff as necessary. The training places special emphasis on sensitivity to parents, including how to make parents feel welcome, and how to ensure that they are truly informed and able to take an active role in the process of determining the appropriate instructional program for their child.

INITIAL ELPAC-ELAS CORRECTION POLICY AND PROCESS

Local Educational Agencies are allowed to make one correction per student per lifetime to an English Language status. This process can be used if a parent/guardian or certificated employee of the LEA requests a review of the student's classification on the basis of the results of the Initial ELPAC. Typically, the process will be used if a parent/guardian or certificated employee can provide evidence that a student who was classified as English Learner (EL) after taking the Initial ELPAC should be classified as Initially Fluent English Proficient (IFEP). This process must occur before the first administration of the Summative ELPAC starting in February.

If a student was tested with the initial ELPAC and was designated EL but, based on evidence and observation, you feel that they are proficient in English, the HST can request a status correction to IFEP (Initially Fluent English Proficient).

- 1. HST submits the Google Survey--ELAS Correction Request for Initial ELPAC; found in the EL Resources Folder.
- 2. If the request is approved for further review, HST will receive an Evidence Form and info sheet.
- 3. HST and family review the examples of possible evidence for student's grade span.
- 4. HST and family gather appropriate, grade-level evidence in all domains to illustrate student's English Language Proficiency
- 5. Complete the Evidence Form, signed by HST and Parent, then email, along with evidence, to Director of ELD.



RECLASSIFICATION

Feather River Charter School reclassifies EL students to Reclassified English Fluent Proficient (RFEP) at the point when specialized language and academic support services are deemed no longer needed for ELs to be successful in their educational program at a level commensurate to non-ELs. This decision is made using criteria that include assessment of English language proficiency using the ELPAC, Smarter Balanced Assessment Consortium (SBAC) or California Alternative Assessment (CAA) scores in English-Language Arts, teacher evaluation, and parent consultation.

Once ELs are reclassified, they retain RFEP status for the rest of their educational careers. However, the academic progress of RFEP students must be monitored for a minimum of four years, as required by state and federal guidelines, and if their continued linguistic and academic performance declines or stalls, interventions are provided to ensure that these students reach and maintain grade level academic proficiency. A full description of the reclassification process is detailed below.

ELPAC proficiency level, in addition, common, grade-level standards-based assessments and English language development (ELD) assessments are examined to determine if the student is able to function at a level commensurate with his or her English-speaking peers.

Reclassification Policy, Criteria, and Process:

Feather River Charter School's Director of ELD, in conjunction with teacher input, will specifically evaluate students who are potentially qualified for reclassification. This will occur upon release of ELPAC scores by the state.

Per California Department of Education recommendations and requirements, EL Reclassification will be based on the following four criteria:

- 1) ELPAC Score Student must have an Overall Performance Level score of 4 (the statewide standardized ELP criterion), with no more than one subscore of 2.
- 2) Teacher Evaluation Student progress as observed by the teacher, as well as student's grades/progress indicators in math and English. Grade must be a C or higher in both courses. Progress in standards must be Meeting or Exceeding Expectations.
- 3) Parent Opinion and Consultation Parents will be invited to and are strongly encouraged to participate in a phone conference, as noted in Parent Notification Letter of Reclassification.
- 4) English Language Proficiency EL student's English language proficiency will be compared with that of an English Proficient Student. This will take the form of the AR STAR Assessment and SBAC scores. The cut score requirements/criteria are indicated in the chart below.



5) Math Proficiency- EL students should be performing at or above grade level in math. Student should perform at standard nearly met on SBAC math and/or have a Min. Math score for STAR 360 that is provided in the chart, per grade level.

Grade	Minimum ELA SBAC Score	Minimum Reading Score on STAR360	Minimum Math SBAC Score	Minimum Math Score on STAR360
TK/K	n/a	50	n/a	n/a
1st	n/a	71	n/a	240
2 nd	n/a	182	n/a	396
3 rd	Standard nearly met	323	Standard nearly met	482
4 th	Standard nearly met	424	Standard nearly met	567
5 th	Standard nearly met	525	Standard nearly met	634
6 th	Standard nearly met	626	Standard nearly met	699
7 th	Standard nearly met	713	Standard nearly met	736
8 th	Standard nearly met	847	Standard nearly met	767
9 th	n/a	925	n/a	780
10 th	n/a	981	n/a	782
11 th	Standard nearly met	1026	Standard nearly met	803
12 th	n/a	1141	n/a	817

Process

- The ELD coordinator will complete the Reclassification Form for students who meet the first criteria. (Appendix 2).
- 2. Form will then be sent to the teacher for further input and completion of grades, test scores, etc.
- 3. If a student meets criteria 1, 2, and 4, a Parent Notification Letter of Reclassification will be sent to the parents, inviting them to a phone conference where they can consult with the Director of ELD and/or teacher, and their child. See Appendix 3
- 4. At this point, if everyone is in agreement, student is then redesignated RFEP.



5. If a student has not met criteria 1, 2, or 4, they will remain EL and will be reevaluated the next school year.

RECLASSIFYING ENGLISH LEARNERS WITH DISABILITIES

The reclassification criteria and process are the same for Special Education students being considered for reclassification, except in those cases where the IEP team feels that the student's disability, more so than a language barrier, is the reason why the student is not qualifying for reclassification. In such cases, it is the responsibility of the IEP team, case carrier, or teacher to initiate contact with the Director of ELD to consider the alternative reclassification criteria and form. The IEP team, to include parent and the Director of ELD, will discuss and complete the form. If the student is found to meet these criteria, he/she will then be reclassified to RFEP and four-year monitoring will commence, as with all other RFEP students. See Appendix 4

RFEP Monitoring

Per the California Department of Education requirements, once a student is reclassified as RFEP, they are no longer required to take the summative ELPAC, but there is a requirement for four years of continued monitoring of that student.

Feather River Charter School will monitor RFEPs once per year over the course of the four years, using the Reclassification Monitoring form. Below is the RFEP Monitoring Schedule, based on student last name:

RFEP Monitoring Schedule

Student's Last Name	Monitoring Month, Annually for Four Years	Student's Last Name	Monitoring Month, Annually for Four Years
A-C	October	M-O	February
D-F	November	P-R	March
G-H	December	S-V	April
I-L	January	W-Z	May

If at any point the student is scoring below grade level, intervention measures will be put in place, so as to ensure that the student is receiving as much support as possible, toward maintaining English language proficiency and academic growth. See Appendix 5



INITIAL ELPAC NOTIFICATION LETTER

To the parent(s)/guardian(s) of: <Last_Name>, <First_Name> Date: <Date_Testing_Completed>

SSID: <SSID> Date of Birth: <Date_of_Birth> Grade: <Tested_Grade>

Dear Parent(s) or Guardian(s): When your child enrolled in our school, a language other than English was noted on your child's Home Language Survey. The law requires us to assess your child and notify you of your child's proficiency level in English. In California, the name of the test is the Initial English Language Proficiency Assessments for California (ELPAC). This letter also explains the criteria for a student to exit, or reclassify out of, the English learner program. (20 United States Code Section 6312[e][3][A][i],[v],[vi])

Language Assessment Results

See enclosed Student Score Report

Based on the results of the English language proficiency assessment, your child has been identified as an <Calculated ELAS> student.

Program Placement

If your student was identified as **IFEP**, he/she is assigned to a regular academic program, will not need to participate in an English language instructional support program, will not be designated as an English Learner (EL student), nor will he/she need to take the ELPAC exam again. Please note, that this does not change your student's homeschool teacher.

If your student was identified as an **English Learner (EL)**, he/she has been assigned to an appropriate English language instructional support program based on the results. The goal of this program is to help your child become proficient in English and succeed in the school's academic curriculum. Instructional support is added by your child's teacher as needed, according to the ELPAC results. Please note, that this does not change your student's homeschool teacher.



Exit (Reclassification) Criteria

The goal of language acquisition programs is for students to become proficient in English as rapidly as possible and to meet state academic achievement measures. This district's exit (reclassification) criteria are listed below.

(20 U.S.C. Section 6312[e][3][A][vi])

Required Criteria (California <i>Education Code</i> [<i>EC</i>] Section 313[f])	LEA Criteria Feather River Charter School EL Master Plan
English Language Proficiency Assessment	Overall Performance Level score of 4 (the statewide standardized ELP criterion) with no more than one subscore of 2 in the domains of reading, writing, listening and speaking.
Teacher Evaluation	Student progress as observed by teacher, as well as student's grades/progress indicators in math and English. Grade must be a C or higher in both courses. Progress in standards must be Meeting or Exceeding Expectations.
Parental Opinion and Consultation	Parents will be invited to and are strongly encouraged to participate in a phone conference, as noted in Parent Notification Letter of Reclassification.
Comparison of Performance in Basic Skills	EL student's English language proficiency will be compared with that of an English Proficient Student. This will take the form of the STAR 360 Assessment and SBAC scores.



Intervention and Support Options

In addition to the instructional support provided by your homeschool teacher, Feather River Charter School offers MTSS and other programs to help your student with their English fluency and academic achievement goals through a multi-tiered system of supports (MTSS).

Response to Instruction and Intervention through the Multi-Tiered System of Supports (MTSS)

The school will provide intervention for all students TK-12. The following descriptors provide an overview of specific interventions to support ELs. Intervention for Long Term ELs is the responsibility of the Home School Teachers as well as the entire intervention team.

Tier 1 intervention: Provided until proficiency goal is reached

• The general education teacher begins and/or provides Tier 1 level supports on a class/roster-wide basis. Additionally, the teacher ensures that the students are working in evidence-based curriculum. To complement the evidence-based curriculum, parents and students have access to high quality, school created direct instruction video libraries. The video libraries meet the needs of academic intervention and success. Video libraries are also offered for speech production, stuttering (fluency) and spoken language. These video libraries educate the parents/learning coach on developmental milestones. They also guide the parent/learning coach or HST specifically on how to support the student within the general education program with strategies they can start using immediately.

Tier 2 Intervention: Provided for students who have not yet reached proficiency through Tier 1 interventions

- Tier 1 plus online Interventions, as well as video libraries and direct instruction offered through Tier 2.
- Long Term ELs will continue to receive intensive intervention during direct virtual English Language Development instruction.
- Students receive direct virtual instruction.

Tier 3 Interventions: Provided for students who have not reached proficiency through Tier 2 strategies

- Tiers 1 and 2 Interventions, plus
- Direct Individual virtual instruction and intervention program
- Long Term ELs receive additional small group direct virtual or one-on-one assistance during the virtual intervention instruction.
- Long Term ELs receive additional intervention through an online program

Tier 4 Intervention: Provided for students who have not reached proficiency through previously administered intervention strategies

• Students who do not show progress after a designated time will be recommended to a Student Study Team with possible recommendation for Special Education testing.

Additional Online Programs:

1. **English in a Flash**—is an intervention component of Star 360. All students who are designated EL have automatic access. Students access this program through Renaissance Place (same platform as Star 360); the username and password are also the same as that for Star 360.



- 2. <u>Curriculum supplemental support</u>—check with student's chosen curriculum platform, as some have a built-in ELD/intervention component. For example, Edgenuity students can access MyPath.
- 3. <u>Pathblazer</u>—this program can be used for intervention in math and reading. This eligibility is dependent on their star360 scores and is only given to students who score in the yellow intervention or red urgent intervention categories.
- 4. **Reading Horizons**--When a student is more than 2 grade levels behind in ELA. This is also a great support for EL students
- 5. **Learning Ally**—this program is an audiobook program that reads books to students so that they can hear what it should sound like, as it is read by an English fluent person.
- 6. **Reading Eggs**--instructs students in the five core literacy areas outlined by the National Reading Panel as essential components of reading instruction. These include: Phonemic Awareness, Phonics, Fluency, Vocabulary, and Comprehension. It develops essential reading skills in a progression that will take a non-reader through to a grade 2 reading level.



Evidence Form

Initial ELPAC Correction: Correcting ELAS from EL to IFEP

HST Name:				
Student Name:				
SSID: Scope:				
List of evidence attached:				
Reading	Writing			
Listening	Speaking			
Additional teacher comments and observation	<u>s:</u>			
Teacher Signature:	Date:			
Parent Signature:	Date:			
Final Outcome: Student ELAS will be corrected	ed to IFEP: Yes No			
El Occudinatou	Deter			
EL Coordinator:	Date:			

Complete all information below and email along with evidence documentation to Stacy Close at sclose@inspireschools.org.



English Language Learner Reclassification Form

Student Name:			Grade:	
Teacher Name:			Date:	
1. ELPAC Scores		2. English Language Proficiency/ Academic Performance		
Overall Score		Comparison Data	English	Mathematic
Subscores: Reading		Grades/Progress Indicators		
Writing		SBAC Scores		
Listening		STAR360 Scores		
Speaking		Other		
3. <u>Teacher Evalu</u>	<u>ıation</u>			
4. Parent Opinion				

No

Final Outcome: Student will be reclassified: Yes



Teacher Signature:	El Coordinator:
Parent Signature:	Official RFP Date:





Feather River Charter School 4305 South Meridian Road, Meridian 95957-9647 (916) 568-9959

Parent Notification Letter of Reclassification

Date:		
Dear Parent/Guardian of		

State and federal laws require all school districts in California to give a state assessment of English proficiency each year to every student who is identified as an English Learner. The assessment is called "English Language Proficiency Assessments for California (ELPAC)." The results of the ELPAC help to measure how each student is progressing toward proficiency in English in the areas of listening, speaking, reading, and writing.

Your child has been given the ELPAC for this year. Scores are in and based on your child's performance on this test, your child may be Reclassified as Fluent English Proficient (RFEP). In addition to the ELPAC scores, criteria used to make this decision include:

- an evaluation of your child's academic performance by the teacher,
- your child's English proficiency as measured by Smarter Balance Assessment (SBAC), Star 360 and/or iReady assessment
- your opinion as the parent/guardian regarding your child's proficiency in English and readiness to be reclassified.

You are invited to contact me on the number below for a phone conference, so that we may discuss and decide on your child's readiness and overall qualification for reclassification. Questions regarding the ELPAC or your child's results may be directed to me as well.

We urge you to make this contact and hold this conference as soon as possible. Together we can make decisions that are in the best interest of your child.

Sincerely,

Stacy Close
English Learner Coordinator
Feather River Charter School
1-916-671-0662
sclose@inspireschools.org



English Language Learner RFEP Monitoring Form

Student Name:	Grade:	Evaluation Interval:	
		Year 1 Year 2	Year 3 Year 4
Teacher Name:	her Name: Date:		

Academic Achievement			Was academic		
	English	Mathematics	performance satisfactory? Yes No		
Classroom Grades					
SBAC Scores			Are intervention		
STAR 360 Scores			strategies necessary? Yes		
Other			No		

Target Intervention (if required)						
Specific Academic Need:	Description of Specific Intervention:	Performance Target (SMART Goal):				
Specific Academic Need:	Description of Specific Intervention:	Performance Target (SMART Goal):				
Specific Academic Need:	Description of Specific Intervention:	Performance Target (SMART Goal):				

Additional Comments/Information



Teacher Signature	Date	Parent Signature	Date
EL Coordinator or Designee	Date	_	



Reclassification Form For English Learners with Disabilities

Student Name:		Grade:				
Teacher Name:		Today's Date:				
Primary Disability:		Date of last IEP:				
Secondary Disability						
Indicate which assessment the student took: ELPAC Alternate Version ELPAC Scores 3. English Language Proficiency/ Academic Performance						
Overall Score		Comparison Data	English	Mathematic		
Subscores: Reading		Grades/Progress Indicators				
Writing		SBAC Scores				
Listening		STAR360 Scores				
Speaking		Other				
Does the IEP/reclassification tean	 Has student met language proficiency criteria as assessment by ELPAC? Yes No Does the IEP/reclassification team believe the student's disability impedes the student's ability to demonstrate English proficiency on the ELPAC? Yes No 					
6. If so, in which domains? Reading	. If so, in which domains? Reading Writing Listening Speaking					



thar	explanation below by using the following criteriant English Language Proficiency are responsible for EAC and/or ELA:	-			r	
	dent's performance is commensurate with the studer bility.	nt's ability	, due to the s	tudent's lear	ning	
	_Student's performance is commensurate with that of peers who have a similar learning disability and are NOT English Learners.					
Stu	dent's errors are indicative of the student's disability	versus a l	anguage bar	rier.		
Oth	ner/also:					
	s an English proficiency goal written into the dent's IEP?	Yes	No			
8. Did	the student meet the English proficiency goal?	Yes	_ No			
the	the belief of the IEP/reclassification team that student has reached an appropriate level of lish proficiency and should be reclassified?	Yes	_ No			
10. Tea	acher Evaluation					
11. Par	ent Opinion					



Final Outcome: Student will be reclassified:	Yes No
Teacher Signature:	EL Coordinator
Parent Signature:	Official RFEP Date:
Case Carrier:	IEP Team Member:
IEP Team Member:	IEP Team Member: