

Endeavor Charter School

Operated by:



ESTABLISHMENT CHARTER PETITION FOR THE TERM July 1, 2020 through June 30, 2028

Material Revision Submitted November 3, 2025

Approved by Western Sierra Charter Schools Board 11/12/2019
Approved for the full term by Fresno Unified School District Board 2/12/2020

Submitted to
Fresno Unified School District

Michael Cox, Executive Director
mcox@wscfamily.org
559-642-1422 Ext. 102
41267 Highway 41
Oakhurst, CA 93644



WESTERN SIERRA
CHARTER SCHOOLS
www.wscsfamily.org

WSCS Oakhurst
41267 Highway 41,
Oakhurst, CA 93644
Tel 559.642.1422
Fax 559.642.1592

WSCS Fresno
777 West Shaw Ave,
Fresno, CA 93704
Tel: 559.248.0471
Fax: 559.248.0482

November 3, 2025

Via Email:

charteroffice@fresnounified.org
cc: felicia.olais@fresnounified.org

Fresno Unified School District Board of Education
2309 Tulare Street
Fresno, CA 93721

Re: Request for Material Revision of Endeavor Charter School

Dear Fresno Unified School District Board of Education:

Western Sierra Charter Schools, which operates Endeavor Charter School (“ECS” or the “Charter School”) respectfully submits this request for a material revision (the “Material Revision”) of its charter (the “Charter”) to the Fresno Unified School District (“FUSD” or the “District”), to add a new site. Consistent with FUSD’s “Charter School Petition Material Revision” manual, ECS addresses the requirements for the cover letter as follows:

A. Detailed description of the change(s)

The Charter School’s primary facility is located at 777 and 723 West Shaw, Fresno, CA 93704. Through this material revision request, ECS proposes to operate an additional facility. The nature and scope of the change associated with this material revision is to enter a lease at 50 E. Santa Ana Ave., Fresno, CA 93704, within the District’s boundaries. This new space would allow the Charter School to improve its operations and service to students by moving the transitional kindergarten (“TK”)-6 grades program to its own space. This facility utilization plan is our intended strategy at this point. However, it may become necessary to utilize each facility in a different way based upon various circumstances that may arise in the future. The additional site is 0.6 miles from the current West Shaw location and within the same FUSD Trustee boundaries as our existing building. The material revision would take effect only upon the successful completion of the lease.

Please see **Attachment A** for Facility Plan.



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Endeavor has an existing wait list and we will seek to increase enrollment by 33 students in 2026/27 and 44 students in 2027/28 to service this wait list. This increased enrollment will help offset the additional operational expense we will incur by leasing the additional facility. Endeavor's current enrollment is 338. The additional students will increase the enrollment to 371 in 2026/27 and 415 in 2027/28. This increasing enrollment represents a Year over Year increase of 9.8% and 11.86% respectively. Of these new students we project approximately 14 will come from within the Fresno Unified School District boundaries in 2026/27 and 18 in 2027/28.

B. Impact of the change(s) on the educational program

The addition of this educational space will improve Endeavor Charter School's service to students in a variety of necessary and important ways. First and foremost, Endeavor Charter School's current building space is insufficient to optimally accommodate and serve our current enrollment. We need more classroom space to provide our many on-site, classroom-based learning opportunities for our students.

Second, Endeavor Charter School is seeking to offer improved and tailored guidance and learning opportunities specific to student grade range. Our purpose is to use the proposed new location to serve our TK-6 grade students. We are currently planning for the existing building at 777 West Shaw to continue to serve our 7-12 grade students, allowing ECS to more thoroughly prepare our middle school grade students for high school, university and career. This facility utilization plan is our intended strategy at this point. However, it may become necessary to utilize each facility in a different way based upon various circumstances that may arise in the future. Adding this new site comports with our other efforts in guidance, instruction and activities to better tailor both the primary side of our program and the secondary side of our program to those students' needs.

Furthermore, this additional building will better serve our students by providing the following:

- Age-Appropriate Learning Environments – Instructional spaces and resources tailored to specific developmental needs.
- Improved Safety and Supervision – Reduced age gap enhances student safety and behavior management.
- More Focused Academic Programs – Libraries, support services, and interventions aligned to grade-level needs.
- Playground Access – Dedicated space for younger students' play and development.
- Field Usage – Access to the field for athletics and physical education programs.
- Traffic and Parking Improvements – Reduced congestion by separating drop-off/pick-up times and locations.
- Expanded Enrichment and Class Opportunities – More flexibility to offer grade-specific electives and programs.



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C. Fiscal Impact of the Change

The budget has been updated to reflect the increased cost of the new facility. Enclosed as **Attachment B** is a budget for the remainder of the charter term, showing the cost of the proposed facility.

D. Charter Element(s) Impacted by the Change

In addition to describing new requirements of law enacted since the Charter School's charter was last approved, ECS has revised the following:

- Additional Provisions, Section II: Facilities
 - Updated to reflect the proposed site location.

E. Description of the operations at the new site

The additional site will house our entire TK-6 program which includes all TK-6 staff (teachers, support staff, safety and administration). This site will be used for the entire TK-6 program, including: parent-teacher Advising Meetings, onsite classes, Special Education supports, remedial services, staff professional development, parent workshops, sports and P.E. programs and school culture activities. This facility utilization plan is our intended strategy at this point. However, it may become necessary to utilize each facility in a different way based upon various circumstances that may arise in the future.

Please find the draft lease agreement as **Attachment C**.

The new, additional facility complies with the terms of the MOU between FUSD and Endeavor Charter School.

F. Reasonably comprehensive description of any new requirements of law since the charter was approved or last renewed

A reasonably comprehensive description of any new requirements of law since the charter was approved is included within the revised Charter itself, which is provided as **Attachment D** to this submission. The redlined version of the Charter reflecting the changes is provided as **Attachment E**. These changes primarily include updates to governing law for each charter element, as well as:



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- Affirmations and Declarations
- Element 1: Independent Study Master Agreement requirements; graduation requirements
- Element 2/Element 3: LCAP mid-year report
- Element 4: Ethics training requirement; student representation to the Board
- Element 6: Updated requirements for the School Safety Plan and other health and safety requirements applicable to charter schools
- Element 10: Inclusion of AB 2711 requirements

The Charter School's Board has formally authorized the submission of the Material Revision, which is documented in Attachment F. The Charter School looks forward to working with your office to efficiently and timely process this request. Should you have any questions, please do not hesitate to contact me at mcox@wscsfamily.org or by phone at (559) 642-1422 extension 102.

Sincerely,

Michael Cox
Executive Director, Western Sierra Charter Schools

Attachment A
Endeavor Charter School
Additional Facility Plan

Overview:

This is a general description of our proposed facility which meets our anticipated need. **The prospective facility is located at 50 E. Santa Ana Ave., Fresno CA 93704.**

Facility Needs:

Based upon the number of students, teachers, classes, and class schedule, we estimate that we need approximately 7500 - 8000 square feet. The space will be comprised of the following:

5 classrooms of approximately 600 sf per classroom	
3000 sf	
1 Parent/Student curriculum room approximately 500 sf	
500 sf	
2 Divided Rooms for Teacher office spaces of approximately 450 sf	900 sf
4 Bathrooms of approximately 250 sf per bathroom	1000 sf
1 Reception area of approximately 200 sf	
200 sf	
1 Storage area of approximately 200 sf	
200 sf	
1 Shared Conference Space approximately 990 sf	
990 sf	
Custodial storage areas of approximately 300 sf	
350 sf	
Circulation/Hallways	
750 sf	
Total	7,890 sf

Outside/Recreational Space:

A general open field space of approximately 30,000 square feet.

A playground with structures of approximately 9,000 square feet.

Parking Facilities:

Currently marked with concrete curb bumpers

117 General use and marked spaces available

9 Accessible Parking Spaces

With a 9' standard for parking spaces, this equates to 1,134 linear feet with approx. 20' wide access ways

Attachment B

Endeavor Charter School - Material Revision - Budget Overview

Format and Methodology of Report

The projected budget covers the period of the Material Revision (FY 26-27 and FY 27-28) and includes the current year (FY 2025-26) as a baseline year against which the two subsequent years are compared. The Multi-year Projection is in the standard format utilized for Interim Reports. The Supporting Detail document describes changes from the Baseline year of 2025-26 to 2026-27 and 2027-28 in both percentage and dollar terms. The categorical descriptions are shown in column one. The baseline figures (FY 2025-26) are in column two (in gray) while FY 2026-27 is in column three and FY 2027-28 is in column four. A description of the reasons for the changes from the baseline year are provided by category of revenue or expenditure under the heading of Detail of Change by Year under the section heading for each category in column one. Please see the Supporting Detail document for additional detail when reading this overview.

Note: The FY 2025-26 figures in this Material Revision projection reflect a reduction in the LCFF Revenue projection of \$204,397.00 as compared to the FY 2025-26 Adopted Budget. (No other revenue or expenditure projections were adjusted for FY 2025-26.) The most recent projection of enrollment for this Material Revision for FY 2025-26 is 338 (ADA of 329.55) with a COLA of 2.3% while the Adopted Budget utilized an enrollment of 355 (ADA of 347.90) with the same COLA of 2.3%. This reduction in enrollment of 17 reflects both a change in the approach to teacher assignments and programmatic considerations as well as a clarification of the MOU requirements for allowable increases in enrollment year-over-year. The absence rate was also increased from 1.86% to 2.5% to reflect a more conservative approach to this metric in case of a COVID resurgence.

Significant Year-over-Year Budget Changes

REVENUES

LCFF Revenues

Projected Enrollment in FY 2025-26 is 338, for FY 2026-27 it is increased by 33 to a total of 371. Increased enrollment accounts for additional revenue of \$425,277.82 and the projected COLA of 3.02% accounts for \$125,908.18 for a grand total of \$551,186.00. Of the 33 additional students projected in FY 2026-27 we estimate that 14 will come from a population that resides within FUSD boundaries. Please see the bottom of the Multi-Year Projection for Grade Span Enrollment and ADA projections.

Projected Enrollment in FY 2026-27 is 371, for FY 2027-28 it is increased by 44 to a total of 415. Increased enrollment accounts for additional revenue of \$595,838.68 and the projected COLA of 3.42% accounts for \$161,435.32 for a grand total of \$757,274.00. Of the 44 additional students projected in FY 2027-28 we estimate that 18 will come from a population that resides within FUSD boundaries.

These enrollment projections seem reasonable, and conservative given our Waitlist/Lottery list for 2025-26 was 159 over the lottery time period.

Other Revenue

As a conservative approach to budgeting, we have only increased the other revenues by the projected COLAs for those years and without adding dollars for increased enrollment.

Total Revenues

A Year over Year increase of Revenues of \$572,089.35 for FY 2026-27 and \$781,660.90 for FY 2027-28 are projected based upon the increases in enrollment and the projected COLA's for those years based upon the FCMAT LCFF Calculator.

EXPENDITURES

Certificated Salaries

One new teacher will be hired in FY 2026-27 and one new teacher will be hired in FY 2027-28. These teacher hires, along with work assignment adjustments for pre-existing teachers will cover the growth in enrollment while achieving a Pupil Teacher Ratio of 20.62 and 21.81 for FY 2026-27 and FY 2027-28 respectively. The salary of \$73,736.00 for FY 2026-27 and \$75,210.72 for FY 2027-28 is based on an average of the projected teacher salaries in those respective years. Payroll Inflation of 3% per year accounts for the additional cost increase for this category.

Classified Salaries

One new Receptionist, one new Administrative Technician, and one new Playground Supervisor at a 10-month salary cost of \$31,140.00, \$34,600.00, and \$31,140.00 respectively will be hired in FY 2026-27. No additional classified staff will be hired in 2027-28. Payroll Inflation of 3% per year accounts for the additional cost increase for this category.

Employee Benefits

STRS and PERS benefit cost increases include the cost of the new position salaries noted above at a rate of 19.1% for STRS and 26.81% for PERS as well as the increased payroll inflation rate for all existing employees in these categories. OASDI/Medicare costs are

calculated at 6.2% and 1.45% respectively. Health & Welfare costs are increased by \$13,000.00 per new position. \$13,000.00 is the amount Endeavor covers for health insurance for each fulltime employee. The increase is \$13,000.00 multiplied by four in FY 2026-27 and \$13,000.00 multiplied by one in FY 2027-28. Unemployment Insurance and Workers' Compensation Insurance increased accordingly to as well. Recurring Cost Inflation of 3% accounts for \$11,377.04 for FY 2026-27 and \$14,983.81 for FY 2027-28.

Books and Supplies

Additional costs for Textbooks and Core Curricula are estimated to be \$5,000.00 in FY 2026-27 and \$7,000.00 in FY 2027-28. Additional Books and Other Reference Materials costs of \$5,000.00 in FY 2026-27 and \$7,000.00 in FY 2027-28 are projected. Additional Materials and Supplies costs for new students are projected to be \$20,000.00 in FY 2026-27 and \$30,000.00 in FY 2027-28. One-Time costs for Non-capitalized Equipment for things like chromebooks, desks, and other items for instructional, support, and administrative purposes are projected at \$100,000.00 for FY 2026-27 and \$55,000.00 for FY 2027-28. Additional food costs are estimated at \$1,000.00 for FY 2026-27 and \$2,000.00 for FY 2027-28. Recurring Cost Inflation of 3% accounts for \$9,555.36 for FY 2026-27 and \$13,772.02 for FY 2027-28.

Services and Other Operating Expenditures

Additional Annual Insurance costs for the new property lease and equipment are estimated to be \$5,000.00 in FY 2026-27 and \$1,000.00 in FY 2027-28. Additional Operational and Housekeeping costs of \$2,000.00 per month in FY 2026-27 and \$100 in FY 2027-28 per month are estimated for the new location. The new lease cost at the 50 E. Santa Ana Location is \$1.34 per square foot for approximately 7,890 square feet with a 3% increase per year. Additional costs for Professional/Consulting Services and Operating Expenditures for things like instructional and administrative IT and other professional services costs for instructional, support, and administrative purposes are projected at \$5,000.00 for both FY 2026-27 and FY 2027-28. Additional Communications costs for new services are estimated at \$15,000.00 for FY 2026-27 and \$500 for FY 2027-28. Recurring Cost Inflation of 3% accounts for \$30,219.69 for FY 2026-27 and \$36,404.72 for FY 2027-28.

Capital Outlay

One-time costs of \$100,000.00 are projected for both FY 2026-27 and FY 2027-28. These costs include improvements to the buildings and property of the leased facility to adapt it to instructional use. This includes IT cabling, additional storage buildings, outside equipment, improved security and CCTV, etc.

Total Expenditures

Total additional expenditures over the baseline year of 2025-26 are projected to be \$801,807.04 for FY 2026-27 (including one-time costs of \$200,000.00) and \$256,819.40 (including one-time costs of \$155,000.00) for FY 2027-28.

Excess (Deficiency) of Revenues over Expenditures

Excess (Deficiency) of Revenues over Expenditures changed from \$87,116.00 in the baseline year of FY 2025-26 to (\$142,601.68) in FY 2026-27 and \$382,239.82 in FY 2027-28.

ENDING FUND BALANCE, RESERVES

The projected ending fund balance decreased by \$142,601.68 from \$2,287,331.00 at year end FY 2025-26 to \$2,144,729.32 at year end FY 2026-27. The projected ending fund balance increased by \$382,239.82 at year end FY 2027-28 to \$2,526,969.14 from the prior year end projection.

RESERVE BALANCE AS A PERCENTAGE OF TOTAL EXPENDITURES

The projected balance of reserves as a percentage of total expenditures for FY 2025-26 is 47.91%, 38.46% for FY 2026-27, and 43.32% for FY 2027-28. These changes are a result of the amount of the Excess or Deficiency of Revenues over Expenditures for each of the fiscal years noted above.

	OPEB, Active Employees	3751-3752	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	Other Employee Benefits	3901-3902	734.00	100.00	834.00	756.02	103.00	859.02	778.70	106.09	884.79
	Total, Employee Benefits		848,392.00	213,995.00	1,062,387.00	954,008.82	221,267.04	1,175,275.86	989,225.71	228,828.67	1,218,054.37
4.	Books and Supplies										
	Approved Textbooks and Core Curricula Materials	4100	11,400.00	10,400.00	21,800.00	16,742.00	10,712.00	27,454.00	24,244.26	11,033.36	35,277.62
	Books and Other Reference Materials	4200	7,900.00	300.00	8,200.00	13,137.00	309.00	13,446.00	20,531.11	318.27	20,849.38
	Materials and Supplies	4300	105,800.00	37,056.00	142,856.00	128,974.00	38,167.68	167,141.68	162,843.22	39,312.71	202,155.93
	Noncapitalized Equipment	4400	120,100.00	23,156.00	143,256.00	223,703.00	23,850.68	247,553.68	185,414.09	24,566.20	209,980.29
	Food	4700	2,400.00	0.00	2,400.00	3,472.00	0.00	3,472.00	5,576.16	0.00	5,576.16
	Total, Books and Supplies		247,600.00	70,912.00	318,512.00	386,028.00	73,039.36	459,067.36	398,608.84	75,230.54	473,839.38
5.	Services and Other Operating Expenditures										
	Subagreements for Services	5100	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Travel and Conferences	5200	68,508.00	2,142.00	70,650.00	70,563.24	2,206.26	72,769.50	72,680.14	2,272.45	74,952.59
	Dues and Memberships	5300	16,000.00	0.00	16,000.00	16,480.00	0.00	16,480.00	16,974.40	0.00	16,974.40
	Insurance	5400	31,500.00	0.00	31,500.00	37,445.00	0.00	37,445.00	38,568.35	0.00	38,568.35
	Operations and Housekeeping Services	5500	25,500.00	0.00	25,500.00	50,265.00	0.00	50,265.00	51,772.95	0.00	51,772.95
	Rentals, Leases, Repairs, and Noncap. Improvements	5600	216,800.00	0.00	216,800.00	350,252.00	0.00	350,252.00	364,568.00	0.00	364,568.00
	Professional/Consulting Services and Operating Expend.	5800	559,290.00	64,783.00	624,073.00	581,068.70	66,726.49	647,795.19	603,500.76	68,728.28	672,229.05
	Communications	5900	22,800.00	0.00	22,800.00	38,484.00	0.00	38,484.00	39,638.52	0.00	39,638.52
	Total, Services and Other Operating Expenditures		940,398.00	66,925.00	1,007,323.00	1,144,557.94	68,932.75	1,213,490.69	1,187,703.12	71,000.73	1,258,703.85
6.	Capital Outlay										
	(Objects 6100-6170, 6200-6500 for modified accrual basis only)										
	Land and Land Improvements	6100-6170	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Buildings and Improvements of Buildings	6200	0.00	0.00	0.00	100,000.00	0.00	100,000.00	100,000.00	0.00	100,000.00
	Books and Media for New School Libraries or Major Expansion of School Libraries	6300	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Equipment	6400	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Equipment Replacement	6500	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Depreciation Expense (for accrual basis only)	6900	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Total, Capital Outlay		0.00	0.00	0.00	100,000.00	0.00	100,000.00	100,000.00	0.00	100,000.00

7. Other Outgo										
Tuition to Other Schools	7110-7143	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Transfers of Pass-Through Revenues to Other LEAs	7211-7213	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
All Other Transfers	7281-7299	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Debt Service:										
Interest	7438	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Principal (for modified accrual basis only)	7439	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total, Other Outgo		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8. TOTAL EXPENDITURES		4,195,721.00	578,472.00	4,774,193.00	4,979,321.69	596,678.35	5,576,000.04	5,217,317.12	615,502.31	5,832,819.44
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)		63,826.00	23,290.00	87,116.00	(165,858.55)	23,256.86	(142,601.68)	356,605.14	25,634.68	382,239.82
OTHER FINANCING SOURCES / USES										
1. Other Sources	8930-8979	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2. Less: Other Uses	7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4. TOTAL OTHER FINANCING SOURCES / USES		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
NET INCREASE (DECREASE) IN FUND BALANCE (C+D4)		63,826.00	23,290.00	87,116.00	(165,858.55)	23,256.86	(142,601.68)	356,605.14	25,634.68	382,239.82
FUND BALANCE, RESERVES										
1. Beginning Fund Balance										
a. As of July 1	9791	1,940,615.00	259,600.00	2,200,215.00	2,004,441.00	282,890.00	2,287,331.00	1,838,582.45	306,146.86	2,144,729.32
b. Adjustments/Restatements to Beginning Balance	9793, 9795	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
c. Adjusted Beginning Balance		1,940,615.00	259,600.00	2,200,215.00	2,004,441.00	282,890.00	2,287,331.00	1,838,582.45	306,146.86	2,144,729.32
2. Ending Fund Balance, June 30 (E+F1c)		2,004,441.00	282,890.00	2,287,331.00	1,838,582.45	306,146.86	2,144,729.32	2,195,187.59	331,781.54	2,526,969.14
3. Components of Ending Fund Balance										
a. Nonspendable										
Revolving Cash	9711	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Stores	9712	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Prepaid Expenditures	9713	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
All Others	9719		0.00	0.00		0.00	0.00		0.00	0.00
b. Restricted	9740		282,890.00	0.00		306,146.86	0.00		331,781.54	0.00
c. Committed										
Stabilization Arrangements	9750			0.00			0.00			0.00
Other Commitments	9760			0.00			0.00			0.00
d. Assigned										
Other Assignments	9780	1,000,000.00	0.00	1,000,000.00	1,000,000.00	0.00	1,000,000.00	1,000,000.00	0.00	1,000,000.00
e. Unassigned/Unappropriated Reserves for Economic Uncertainties	9789	300,000.00	0.00	300,000.00	300,000.00	0.00	300,000.00	300,000.00	0.00	300,000.00
Undesignated/Unappropriated Amount	9790	704,441.00	0.00	704,441.00	538,582.45	0.00	538,582.45	895,187.59	0.00	895,187.59
Components of Ending Fund Balance (Must Balance with Line 2)		2,004,441.00	282,890.00	2,287,331.00	1,838,582.45	306,146.86	2,144,729.32	2,195,187.59	331,781.54	2,526,969.14

GRADE SPAN	Balance			Balance			Balance			Balance		
	ENROLLMENT	ADA PROJECTION	PROJECTED ADA/ENROLLMENT RATIO	ENROLLMENT	ADA PROJECTION	PROJECTED ADA/ENROLLMENT RATIO	ENROLLMENT	ADA PROJECTION	PROJECTED ADA/ENROLLMENT RATIO	ENROLLMENT	ADA PROJECTION	PROJECTED ADA/ENROLLMENT RATIO
Grades TK -3	78.00	76.05	97.50%	89.00	86.78	97.50%	97.00	94.58	97.50%	97.00	94.58	97.50%
Grades 4-6	59.00	57.53	97.51%	66.00	64.35	97.50%	73.00	71.18	97.50%	106.00	103.35	97.50%
Grades 7-8	85.00	82.87	97.49%	94.00	91.65	97.50%	106.00	103.35	97.50%	139.00	135.53	97.50%
Grades 9-12	116.00	113.10	97.50%	122.00	118.95	97.50%	139.00	135.53	97.50%	415.00	404.63	97.50%
TOTALS	338.00	329.55	97.50%	371.00	361.73	97.50%	415.00	404.63	97.50%	415.00	404.63	97.50%
Unduplicated Count	TOTAL ENROLLMENT	UNDULICATED COUNT	UNDULICATED COUNT %	TOTAL ENROLLMENT	UNDULICATED COUNT	UNDULICATED COUNT %	TOTAL ENROLLMENT	UNDULICATED COUNT	UNDULICATED COUNT %	TOTAL ENROLLMENT	UNDULICATED COUNT	UNDULICATED COUNT %
	338.00	151.00	44.67%	371.00	166.00	44.74%	415.00	183.00	44.10%	415.00	183.00	44.10%
Budget Assumption: Baseline Year						Budget Assumption: See attached supporting detail						

Supporting Detail of Year-Over-Year Changes for Years One (2026-27) and Two (2027-28) of Material Revision

Note: Other than one-time revenues and costs, all prior year recurring items are included in the basis for the subsequent year.

Each amount noted in the Detail of Change by Year represents a Year-Over-Year change to the category in question.

<u>Revenue Projections</u>	Current Year BASELINE	Material Revision Years	
	Fiscal Year <u>2025-26</u>	Fiscal Year <u>2026-27</u>	Fiscal Year <u>2027-28</u>
Local Control Funding Formula	4,169,145.00	4,720,331.00	5,477,605.00
Year-Over-Year Change In Dollars		551,186.00	757,274.00
Year-Over-Year Change by Percentage		13.2%	16.0%
Detail of Change By Year:			
Enrollment increase of 33 (ADA 32.18) in 2026-27		425,277.82	
COLA Revenue Increase from prior year ADA 2026-27 (3.02%)		125,908.18	
Enrollment increase of 44 (ADA 42.9) in 2027-28			595,838.68
COLA Revenue Increase from prior year ADA 2027-28 (3.42%)			161,435.32
Endeavor had a Wait/Lottery list of 159 students in 2025.			
Federal Revenues	64,783.00	66,739.45	69,021.94
Year over Year Change In Dollars		1,956.45	2,282.49
Year over Year Change by Percentage		3.02%	3.42%
Detail of Change By Year:			
LCFF COLA used as basis by year. (Increased ADA not included)			
Other State Revenues	297,149.00	306,122.90	316,592.30
Year over Year Change In Dollars		8,973.90	10,469.40
Year over Year Change by Percentage		3.02%	3.42%
Detail of Change By Year:			
LCFF COLA used as basis by year. (Increased ADA not included)			
Other Local Revenues	330,232.00	340,205.01	351,840.02
Year over Year Change In Dollars		9,973.01	11,635.01
Year over Year Change by Percentage		3.02%	3.42%
Detail of Change By Year:			
LCFF COLA used as basis by year. (Increased ADA not included)			
Total Revenues	4,861,309.00	5,433,398.35	6,215,059.26
Year over Year Change In Dollars		572,089.35	781,660.90
Year over Year Change by Percentage		11.8%	14.4%
<u>Expenditure Projections</u>			
	Fiscal Year <u>2025-26</u>	Fiscal Year <u>2026-27</u>	Fiscal Year <u>2027-28</u>
Certificated Salaries	1,861,823.00	1,991,413.69	2,126,366.82
Year over Year Change In Dollars		129,590.69	134,953.13
Year over Year Change by Percentage		6.96%	6.78%
Detail of Change By Year:			
1 New Teacher in 2026-27		73,736.00	
Recurring Payroll Inflation 2026-27		55,854.69	
1 New Teacher in 2027-28			75,210.72
Recurring Payroll Inflation 2027-28			59,742.41
Classified Salaries	524,148.00	636,752.44	655,855.01
Year over Year Change In Dollars		112,604.44	19,102.57
Year over Year Change by Percentage		21.48%	3.00%
Detail of Change By Year:			
1 New Receptionist in 2026-27		31,140.00	
1 New Admin.Tech in 2026-27		34,600.00	
1 New Playground Supervisor		31,140.00	
Recurring Cost Inflation 2026-27		15,724.44	
No Additional Classified Staff in 2027-28 (Recurring cost inflation only)			19,102.57
Employee Benefits	1,062,387.00	1,175,275.86	1,218,054.37

Year over Year Change In Dollars		112,888.86	42,778.51
Year over Year Change by Percentage		10.63%	3.64%
Detail of Change By Year:			
Benefit Costs by year for new positions noted above			
STRS		14,083.58	14,365.25
PERS		25,973.53	-
OASDI / Medicare		8,480.49	-
Health and Welfare Benefits		52,000.00	13,000.00
Unemployment Insurance		85.31	37.61
Workers' Compensation Insurance		888.91	391.85
Recurring Cost Inflation for 2026-27 and 2027-28		11,377.04	14,983.81
Books and Supplies	318,512.00	459,067.36	473,839.38
Year over Year Change In Dollars		140,555.36	14,772.02
Year over Year Change by Percentage		44.13%	3.22%
Detail of Change By Year:			
Costs for new location/new students (Non-Cap Equipt are one-time costs)			
Approved Textbooks and Core Curricula Materials		\$ 5,000.00	\$ 7,000.00
Books and Other Reference Materials		\$ 5,000.00	\$ 7,000.00
Materials and Supplies		\$ 20,000.00	\$ 30,000.00
Noncapitalized Equipment (One Time Costs)		\$ 100,000.00	\$ 55,000.00
Food		\$ 1,000.00	\$ 2,000.00
Recurring Cost Inflation of 3% for 2026-27 and 2027-28		\$ 9,555.36	\$ 13,772.02
<i>Note: (One-time cost of \$100,000 in 2026-27 is not embedded in MYP for 2027-28)</i>			
<i>97,239.52-100,000=(2,760.48)</i>			
Services and Other Operating Expenditures	1,007,323.00	1,213,490.69	1,258,703.85
Year over Year Change In Dollars		206,167.69	45,213.16
Year over Year Change by Percentage		20.47%	3.73%
Detail of Change By Year:			
Costs for new location			
Insurance		\$ 5,000.00	\$ 1,000.00
Operations and Housekeeping Services		\$ 24,000.00	\$ 1,200.00
Rentals, Leases, Repairs, and Noncap. Improvements		\$ 126,948.00	\$ 3,808.44
Professional/Consulting Services and Operating Expenditures		\$ 5,000.00	\$ 5,000.00
Communications		\$ 15,000.00	\$ 500.00
Recurring Cost Inflation of 3% for 2026-27 and 2027-28		\$ 30,219.69	\$ 36,404.72
Capital Outlay One-time Costs			
Year over Year Change In Dollars	0.00	\$ 100,000.00	\$ 100,000.00
Year over Year Change by Percentage		#DIV/0!	100%
Buildings and Improvements of Buildings (One-time Costs)	0.00	\$ 100,000.00	\$ 100,000.00
Total Expenditures	4,774,193.00	5,576,000.04	5,832,819.44
Year over Year Change In Dollars		801,807.04	256,819.40
Year over Year Change by Percentage		16.8%	4.6%
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES			
	87,116.00	(142,601.68)	382,239.82
FUND BALANCE, RESERVES			
Reserve Balance as a Percentage of Total Expenditures	47.91%	38.46%	43.32%

Lease Cost

Westminster Church						
		Square Feet	Mo Rate		Monthly Cost	Annual Cost
Lease	North, Education Wing Classrooms, Playc	7890	\$ 1.34	\$	10,579.00	\$ 126,948.00

Staffing Cost

Staffing Cost	Comment	Salary				
Classified						
Receptionist	\$18 per hr 10 Mo	\$ 31,140.00				
Registrar	\$20 per hr 10 Mo	\$ 34,600.00				
Safety Person	\$18 per hr 10 Mo	\$ 31,140.00				
Certificated						
Teacher	Sched. IV Step 10 (Year 1 Forward)	\$ 73,736.00				
Teacher	Sched. IV Step 10 (Year 2 Forward)	\$ 75,210.72				

Retirement - STRS/PERS	Salary	STRS 19.1%	PERS 26.81%
Teacher 1 Year 1	\$ 73,736.00	\$ 14,083.58	
Teacher 2 Year 2	\$ 75,210.72	\$ 14,365.25	
Classified staff Year 1 and 2	\$ 96,880.00		\$ 25,973.53

OASDI / Medicare / Alternative	Salary	OASDI 6.2%	MEDICARE 1.45%
Teacher 1 Year 1	\$ 73,736.00		\$ 1,069.17
Teacher 2 Year 2	\$ 75,210.72		\$ 1,090.56
Classified staff Year 1 and 2	\$ 96,880.00	\$ 6,006.56	\$ 1,404.76

Health and Welfare Benefits	Year 1 X 4	\$ 13,000.00	\$ 52,000.00
	Year 2 X 5	\$ 13,000.00	\$ 65,000.00

Unemployment Insurance	Salary	0.050%
Teacher 1 Year 1	\$ 73,736.00	\$ 36.87
Teacher 2 Year 2	\$ 75,210.72	\$ 37.61
Classified staff Year 1 and 2	\$ 96,880.00	\$ 48.44

Workers' Compensation Insurance	Salary	0.521%
Teacher 1 Year 1	\$ 73,736.00	\$ 384.16
Teacher 2 Year 2	\$ 75,210.72	\$ 391.85
Classified staff Year 1 and 2	\$ 96,880.00	\$ 504.74

Attachment C



STANDARD MULTI-TENANT OFFICE LEASE - GROSS

1. Basic Provisions ("Basic Provisions").

1.1 Parties: This Lease ("Lease"), dated for reference purposes only October 26, 2025, is made by and between WESTMINSTER PRESBYTERIAN CHURCH OF FRESNO, CA. ("Lessor") and Western Sierra Charter Schools ("Lessee"),

1.2(a) Premises: That certain portion of the Project (as defined below), commonly known as (street address, suite, city, state): 50 E. Santa Ana Ave., Fresno, CA, 93704

Fresno CA ("Premises"). The Premises are located in the County of Fresno and consist of approximately rentable square foot and approximately usable square foot in addition to Lessee's right to use and occupy the Premises as hereinafter specified, Lessee shall have non-exclusive rights to the Common Areas (as defined in Paragraph 2.7 below) as hereinafter specified, but shall not have any rights to the roof, the exterior walls, the area above the dropped ceilings, or the utility raceways of the building containing the Premises ("Building") or to any other buildings in the Project. The Premises, the Building, the Common Areas, the land upon which they are located, along with all other buildings and improvements thereon, are herein collectively referred to as the "Project." The Project consists of rentable square feet. (See also Paragraph 2)

1.2(b) Parking: 30 unreserved and reserved vehicle parking spaces at a monthly cost of \$ per unreserved space and \$ per reserved space. (See Paragraph 2.6)

1.3 Term: 2 years and 5 months ("Original Term") commencing February 1, 2026 ("Commencement Date") and ending June 30, 2028 ("Expiration Date"). (See also Paragraph 3)

1.4 Early Possession: If the Premises are available Lessee may have non-exclusive possession of the Premises commencing December 1, 2025 ("Early Possession Date"). (See also Paragraphs 3.2 and 3.3)

1.5 Base Rent: \$ 10,579.00 per month ("Base Rent"), payable on the First day of each month commencing February 1, 2026. (See also Paragraph 4)

[X] If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted. See Paragraph 50

1.6 Lessee's Share of Operating Expense Increase: see addendum percent ("Lessee's Share"). In the event that size of the Premises and/or the Project are modified during the term of this Lease, Lessor shall recalculate Lessee's Share to reflect such modification.

1.7 Base Rent and Other Monies Paid Upon Execution:

- (a) Base Rent: \$ 10,579.00 for the period February 1, 2026-February 28, 2026
(b) Security Deposit: \$ 11,223.17 ("Security Deposit"). (See also Paragraph 5)
(c) Parking: \$ for the period
(d) Other: \$ for
(e) Total Due Upon Execution of this Lease: \$ 21,802.17

1.8 Agreed Use: Educational Facilities

(See also Paragraph 6)

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1.9 **Base Year; Insuring Party.** The Base Year is 2025. Lessor is the "Insuring Party". (See also Paragraphs 4.2 and 8)

~~1.10 Real Estate Brokers: (See also Paragraph 15 and 36)~~

(a) **Representation:** Each Party acknowledges receiving a Disclosure Regarding Real Estate Agency Relationship, confirms and consents to the following agency relationships in this Lease with the following real estate brokers ("Broker(s)") and/or their agents ("Agent(s)");

~~Lessor's Brokerage Firm _____~~

~~License No. _____ Is the broker of (check one): the Lessor, or both the Lessee and Lessor (dual agent),~~

~~Lessor's Agent _____~~

~~License No. _____ Is (check one): the Lessor's Agent (salesperson or broker associate); or both the Lessee's~~

~~Agent and the Lessor's Agent (dual agent).~~

Lessee's Brokerage Firm Newmark Pearson Commercial

License No. _____ Is the broker of (check one): the Lessee; or both the Lessee and Lessor (dual agent).

Lessee's Agent Luke Tessman

License No. 02008140 Is (check one): the Lessee's Agent (salesperson or broker associate); or both the Lessee's

Agent and the Lessor's Agent (dual agent).

~~(b) Payment to Brokers: Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Brokers the brokerage fee agreed to in a separate written agreement (or if there is no such agreement, the sum of _____ or _____ % of the Base Rent) for the brokerage services rendered by the Brokers.~~

1.11 **Guarantor.** The obligations of the Lessee under this Lease shall be guaranteed by _____ ("Guarantor"). (See also Paragraph 37)

1.12 **Business Hours for the Building:** 7:30 a.m. to 5:00 p.m., Mondays through Fridays (except Building Holidays) ~~and _____ a.m. to _____ p.m. on Saturdays (except Building Holidays).~~ "Building Holidays" shall mean the dates of observation of New

Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and _____.

1.13 **Lessor Supplied Services.** Notwithstanding the provisions of Paragraph 11.1, Lessor is NOT obligated to provide the following within the Premises:

Janitorial services

Electricity

Other (specify): _____

1.14 **Attachments.** Attached hereto are the following, all of which constitute a part of this Lease:

an Addendum consisting of Paragraphs 50 through 83 ;

a plot plan depicting the Premises;

a current set of the Rules and Regulations;

a Work Letter;

a janitorial schedule;

other (specify): Rent Adjustment(s). Options to Extend Term. Exh.A Storage Space Excluded from Lessee's Use. Exh.B Playground & Green Field Area Exh.C Christian Ed Bldg Lessee's exc. use

2. **Premises.**

2.1 **Letting.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. While the approximate square footage of the Premises may have been used in the marketing of the Premises for purposes of comparison, the Base Rent stated herein is NOT tied to square footage and is not subject to adjustment should the actual size be determined to be different. **Note: Lessee is advised to verify the actual size prior to executing this Lease.**

2.2 **Condition.** Lessor shall deliver the Premises to Lessee in a clean condition on the Commencement Date or the Early Possession Date, whichever first occurs ("Start Date"), and warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems ("HVAC"), and all other items which the Lessor is obligated to construct pursuant to the Work Letter attached hereto, if any, other than those constructed by Lessee, shall be in good operating condition on said date, that the structural elements of the roof, bearing walls and foundation of the Unit shall be free of material defects, and that the Premises do not contain hazardous levels of any mold or fungi defined as toxic under applicable state or federal law. Lessor also warrants, that unless otherwise specified in writing, Lessor is unaware of (i) any recorded Notices of Default affecting the Premises; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.

2.3 **Compliance.** Lessor warrants that to the best of its knowledge the improvements on the Premises and the Common Areas comply with the building codes applicable laws, covenants or restrictions of record, regulations, and ordinances ("Applicable Requirements") that were in effect at the time that each improvement, or portion thereof, was constructed. Said warranty does not apply to the use to which Lessee will put the Premises, modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Lessee's use (see Paragraph 49), or to any Alterations or Utility Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee. **NOTE: Lessee is responsible for determining whether or not the zoning and other Applicable Requirements are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed.** If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Premises, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Premises ("Capital Expenditure"), Lessor and Lessee shall allocate the cost of such work as follows:

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(a) Subject to Paragraph 2.3(c) below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessee shall be fully responsible for the cost thereof, provided, however that if such Capital Expenditure is required during the last 2 years of this Lease and the cost thereof exceeds 6 months' Base Rent, Lessee may instead terminate this Lease unless Lessor notifies Lessee, in writing, within 10 days after receipt of Lessee's termination notice that Lessor has elected to pay the difference between the actual cost thereof and the amount equal to 6 months' Base Rent. If Lessee elects termination, Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date at least 90 days thereafter. Such termination date shall, however, in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.

(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor shall pay for such Capital Expenditure and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date that on which the Base Rent is due, an amount equal to 1/144th of the portion of such costs reasonably attributable to the Premises. Lessee shall pay interest on the balance but may prepay its obligation at any time. If, however, such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with interest, from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.

(c) Notwithstanding the above, the provisions concerning Capital Expenditures are intended to apply only to nonvoluntary, unexpected, and new Applicable Requirements. If the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises then, and in that event, Lessee shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure, or (ii) complete such Capital Expenditure at its own expense. Lessee shall not have any right to terminate this Lease.

2.4 Acknowledgements. Lessee acknowledges that: (a) it has been given an opportunity to inspect and measure the Premises, (b) Lessee has been advised by Lessor and/or Brokers to satisfy itself with respect to the size and condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements), and their suitability for Lessee's intended use, (c) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises, (d) it is not relying on any representation as to the size of the Premises made by Brokers or Lessor, (e) the square footage of the Premises was not material to Lessee's decision to lease the Premises and pay the Rent stated herein, and (f) neither Lessor, Lessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises, and (ii) it is Lessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.

2.5 Lessee as Prior Owner/Occupant. The warranties made by Lessor in Paragraph 2 shall be of no force or effect if immediately prior to the Start Date, Lessee was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective work.

2.6 Vehicle Parking. So long as Lessee is not in default, and subject to the Rules and Regulations attached hereto, and as established by Lessor from time to time, Lessee shall be entitled to rent and use the number of parking spaces specified in Paragraph 1.2(b) at the rental rate applicable from time to time for monthly parking as set by Lessor and/or its licensee.

(a) If Lessee commits, permits or allows any of the prohibited activities described in the Lease or the rules then in effect, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

(b) The monthly rent per parking space specified in Paragraph 1.2(b) is subject to change upon 30 days prior written notice to Lessee. The rent for the parking is payable one month in advance prior to the first day of each calendar month.

2.7 Common Areas - Definition. The term "Common Areas" is defined as all areas and facilities outside the Premises and within the exterior boundary line of the Project and interior utility raceways and installations within the Premises that are provided and designated by the Lessor from time to time for the general non-exclusive use of Lessor, Lessee and other tenants of the Project and their respective employees, suppliers, shippers, customers, contractors and invitees, including parking areas, loading and unloading areas, trash areas, roofs, roadways, walkways, driveways and landscaped areas.

2.8 Common Areas - Lessee's Rights. Lessor grants to Lessee, for the benefit of Lessee and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the nonexclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Lessor under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Project. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property, temporarily or permanently, in the Common Areas. Any such storage shall be permitted only by the prior written consent of Lessor or Lessor's designated agent, which consent may be revoked at any time. In the event that any unauthorized storage shall occur then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove the property and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.9 Common Areas - Rules and Regulations. Lessor or such other person(s) as Lessor may appoint shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to adopt, modify, amend and enforce reasonable rules and regulations ("Rules and Regulations") for the management, safety, care, and cleanliness of the grounds, the parking and unloading of vehicles and the preservation of good order, as well as for the convenience of other occupants or tenants of the Building and the Project and their invitees. The Lessee agrees to abide by and conform to all such Rules and Regulations, and shall use its best efforts to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessor shall not be responsible to Lessee for the noncompliance with said Rules and Regulations by other tenants of the Project.

2.10 **Common Areas - Changes.** Lessor shall have the right, in Lessor's sole discretion, from time to time:

- (a) To make changes to the Common Areas, including, without limitation, changes in the location, size, shape and number of the lobbies, windows, stairways, air shafts, elevators, escalators, restrooms, driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas, walkways and utility raceways;
- (b) To close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available;
- (c) To designate other land outside the boundaries of the Project to be a part of the Common Areas;
- (d) To add additional buildings and improvements to the Common Areas;
- (e) To use the Common Areas while engaged in making additional improvements, repairs or alterations to the Project, or any portion thereof; and
- (f) To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Project as Lessor may, in the exercise of sound business judgment, deem to be appropriate.

3. **Term.**

3.1 **Term.** The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.

3.2 **Early Possession.** Any provision herein granting Lessee Early Possession of the Premises is subject to and conditioned upon the Premises being available for such possession prior to the Commencement Date. Any grant of Early Possession only conveys a non-exclusive right to occupy the Premises. If Lessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such Early Possession. All other terms of this Lease (including but not limited to the obligations to pay Lessee's Share of the Operating Expense Increase) shall be in effect during such period. Any such Early Possession shall not affect the Expiration Date.

3.3 **Delay In Possession.** Lessor agrees to use commercially reasonable efforts to deliver exclusive possession of the Premises to Lessee by the Commencement Date. If, despite said efforts, Lessor is unable to deliver possession by such date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or change the Expiration Date. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Lessee. If possession is not delivered within 60 days after the Commencement Date, as the same may be extended under the terms of any Work Letter executed by Parties, Lessee may, at its option, by notice in writing within 10 days after the end of such 60 day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said 10 day period, Lessee's right to cancel shall terminate. If possession of the Premises is not delivered within 120 days after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee, in writing.

3.4 **Lessee Compliance.** Lessor shall not be required to deliver possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance (Paragraph 8.5). Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

4. **Rent.**

4.1 **Rent Defined.** All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent ("**Rent**").

4.2 **Operating Expense Increase.** Lessee shall pay to Lessor during the term hereof, in addition to the Base Rent, Lessee's Share of the amount by which all Operating Expenses for each Comparison Year exceeds the amount of all Operating Expenses for the Base Year, such excess being hereinafter referred to as the "**Operating Expense Increase**", in accordance with the following provisions:

(a) "**Base Year**" is as specified in Paragraph 1.9.

(b) "**Comparison Year**" is defined as each calendar year during the term of this Lease subsequent to the Base Year; provided, however, Lessee shall have no obligation to pay a share of the Operating Expense Increase applicable to the first 12 months of the Lease Term (other than such as are mandated by a governmental authority, as to which government mandated expenses Lessee shall pay Lessee's Share, notwithstanding they occur during the first twelve (12) months). Lessee's Share of the Operating Expense Increase for the first and last Comparison Years of the Lease Term shall be prorated according to that portion of such Comparison Year as to which Lessee is responsible for a share of such increase.

(c) The following costs relating to the ownership and operation of the Project, calculated as if the Project was at least 95% occupied, are defined as "**Operating Expenses**":

(i) Costs relating to the operation, repair, and maintenance in neat, clean, safe, good order and condition, but not the replacement (see subparagraph (g)), of the following:

(aa) The Common Areas, including their surfaces, coverings, decorative items, carpets, drapes and window coverings, and including parking areas, loading and unloading areas, trash areas, roadways, sidewalks, walkways, stairways, parkways, driveways, landscaped areas, striping, bumpers, irrigation systems, Common Area lighting facilities, building exteriors and roofs, fences and gates;

(bb) All heating, air conditioning, plumbing, electrical systems, life safety equipment, communication systems and other equipment used in common by, or for the benefit of, tenants or occupants of the Project, including elevators and escalators, tenant directories, fire detection systems including sprinkler system maintenance and repair.

(cc) All other areas and improvements that are within the exterior boundaries of the Project but outside of the Premises and/or any other space occupied by a tenant.

(ii) The cost of trash disposal, janitorial and security services, pest control services, and the costs of any environmental inspections;

(iii) The cost of any other service to be provided by Lessor that is elsewhere in this Lease stated to be an "Operating Expense";

- (iv) The cost of the premiums for the insurance policies maintained by Lessor pursuant to paragraph 8 and any deductible portion of an insured loss concerning the Building or the Common Areas;
 - (v) The amount of the Real Property Taxes payable by Lessor pursuant to paragraph 10;
 - (vi) The cost of water, sewer, gas, electricity, and other publicly mandated services not separately metered;
 - (vii) Labor, salaries, and applicable fringe benefits and costs, materials, supplies and tools, used in maintaining and/or cleaning the Project and accounting and management fees attributable to the operation of the Project;
 - (viii) The cost of any capital improvement to the Building or the Project not covered under the provisions of Paragraph 2.3 provided; however, that Lessor shall allocate the cost of any such capital improvement over a 12 year period and Lessee shall not be required to pay more than Lessee's Share of 1/144th of the cost of such Capital Expenditure in any given month;
 - (ix) The cost to replace equipment or improvements that have a useful life for accounting purposes of 5 years or less.
 - (x) Reserves set aside for maintenance, repair and/or replacement of Common Area improvements and equipment.
- (d) Any item of Operating Expense that is specifically attributable to the Premises, the Building or to any other building in the Project or to the operation, repair and maintenance thereof, shall be allocated entirely to such Premises, Building, or other building. However, any such item that is not specifically attributable to the Building or to any other building or to the operation, repair and maintenance thereof, shall be equitably allocated by Lessor to all buildings in the Project.
- (e) The inclusion of the improvements, facilities and services set forth in Subparagraph 4.2(c) shall not be deemed to impose an obligation upon Lessor to either have said improvements or facilities or to provide those services unless the Project already has the same, Lessor already provides the services, or Lessor has agreed elsewhere in this Lease to provide the same or some of them.
- (f) Lessee's Share of Operating Expense Increase is payable monthly on the same day as the Base Rent is due hereunder. The amount of such payments shall be based on Lessor's estimate of the Operating Expense Expenses. Within 60 days after written request (but not more than once each year) Lessor shall deliver to Lessee a reasonably detailed statement showing Lessee's Share of the actual Common Area Operating Expenses for the preceding year. If Lessee's payments during such Year exceed Lessee's Share, Lessee shall credit the amount of such over-payment against Lessee's future payments. If Lessee's payments during such Year were less than Lessee's Share, Lessee shall pay to Lessor the amount of the deficiency within 10 days after delivery by Lessor to Lessee of said statement. Lessor and Lessee shall forthwith adjust between them by cash payment any balance determined to exist with respect to that portion of the last Comparison Year for which Lessee is responsible as to Operating Expense Increases, notwithstanding that the Lease term may have terminated before the end of such Comparison Year.
- (g) Operating Expenses shall not include the costs of replacement for equipment or capital components such as the roof, foundations, exterior walls or a Common Area capital improvement, such as the parking lot paving, elevators, fences that have a useful life for accounting purposes of 5 years or more.
- (h) Operating Expenses shall not include any expenses paid by any tenant directly to third parties, or as to which Lessor is otherwise reimbursed by any third party, other tenant, or by insurance proceeds.

4.3 Payment. Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States on or before the day on which it is due, without offset or deduction (except as specifically permitted in this Lease). All monetary amounts shall be rounded to the nearest whole dollar. In the event that any invoice prepared by Lessor is inaccurate such inaccuracy shall not constitute a waiver and Lessee shall be obligated to pay the amount set forth in this Lease. Rent for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of \$25 in addition to any Late Charge and Lessor, at its option, may require all future Rent be paid by cashier's check. Payments will be applied first to accrued late charges and attorney's fees, second to accrued interest, then to Base Rent and Common Area Operating Expenses, and any remaining amount to any other outstanding charges or costs.

5. Security Deposit. Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount already due Lessor, for Rents which will be due in the future, and/ or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit to the extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 90 days after the expiration or termination of this Lease, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. Lessor shall upon written request provide Lessee with an accounting showing how that portion of the Security Deposit that was not returned was applied. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease. **THE SECURITY DEPOSIT SHALL NOT BE USED BY LESSEE IN LIEU OF PAYMENT OF THE LAST MONTH'S RENT.**

6. Use.

6.1 Use. Lessee shall use and occupy the Premises only for the Agreed Use, or any other legal use which is reasonably comparable thereto, and for no other purpose. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties. Other than guide, signal and seeing eye dogs, Lessee shall not keep or allow in the Premises any pets, animals, birds, fish, or reptiles. Lessor shall not unreasonably withhold or delay its consent to any request for a modification of the Agreed Use, so long as the same will not impair the structural integrity of the improvements of the Building,

will not adversely affect the mechanical, electrical, HVAC, and other systems of the Building, and/or will not affect the exterior appearance of the Building. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use.

6.2 Hazardous Substances.

(a) **Reportable Uses Require Consent.** The term "**Hazardous Substance**" as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, byproducts or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. "**Reportable Use**" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use such as ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

(b) **Duty to Inform Lessor.** If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) **Lessee Remediation.** Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

(d) **Lessee Indemnification.** Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from areas outside of the Project not caused or contributed to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.

(e) **Lessor Indemnification.** Except as otherwise provided in paragraph 8.7, Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which result from Hazardous Substances which existed on the Premises prior to Lessee's occupancy or which are caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations, as and when required by the Applicable Requirements, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.

(f) **Investigations and Remediations.** Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to Lessee's occupancy, unless such remediation measure is required as a result of Lessee's use (including "Alterations", as defined in paragraph 7.3(a) below) of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.

(g) **Lessor Termination Option.** If a Hazardous Substance Condition (see Paragraph 9.1(e)) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or \$100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then monthly Base Rent or \$100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.

6.3 **Lessee's Compliance with Applicable Requirements.** Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to the Premises, without regard to whether said Applicable Requirements are now in effect or become effective after the Start Date. Lessee shall, within 10 days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements. Likewise, Lessee shall immediately give written notice to Lessor of: (i) any water damage to the Premises and any suspected seepage, pooling, dampness or other condition conducive to the production of mold; or (ii) any mustiness or other odors that might indicate the presence of mold in the Premises.

6.4 **Inspection; Compliance.** Lessor and Lessor's "Lender" (as defined in Paragraph 30) and consultants authorized by Lessor shall have the right to enter into Premises at any time, in the case of an emergency, and otherwise at reasonable times, after reasonable notice, for the purpose of inspecting and/or testing the condition of the Premises and/or for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance Condition (see paragraph 9.1(e)) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (**MSDS**) to Lessor within 10 days of the receipt of written request therefor. Lessee acknowledges that any failure on its part to allow such inspections or testing will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to allow such inspections and/or testing in a timely fashion the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater for the remainder to the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to allow such inspection and/or testing. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to such failure nor prevent the exercise of any of the other rights and remedies granted hereunder.

7. **Maintenance; Repairs; Utility Installations; Trade Fixtures and Alterations.**

7.1 **Lessee's Obligations.** Notwithstanding Lessor's obligation to keep the Premises in good condition and repair, Lessee shall be responsible for payment of the cost thereof to Lessor as additional rent for that portion of the cost of any maintenance and repair of the Premises, or any equipment (wherever located) that serves only Lessee or the Premises, to the extent such cost is attributable to abuse or misuse. In addition, Lessee rather than the Lessor shall be responsible for the cost of painting, repairing or replacing wall coverings, and to repair or replace any similar improvements within the Premises. Lessor may, at its option, upon reasonable notice, elect to have Lessee perform any particular such maintenance or repairs the cost of which is otherwise Lessee's responsibility hereunder.

7.2 **Lessor's Obligations.** Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), 4.2 (Operating Expenses), 6 (Use), 7.1 (Lessee's Obligations), 9 (Damage or Destruction) and 14 (Condemnation), Lessor, subject to reimbursement pursuant to Paragraph 4.2, shall keep in good order, condition and repair the foundations, exterior walls, structural condition of interior bearing walls, exterior roof, fire sprinkler system, fire alarm and/or smoke detection systems, fire hydrants, and the Common Areas. Lessee expressly waives the benefit of any statute now or hereafter in effect to the extent it is inconsistent with the terms of this Lease.

7.3 **Utility Installations; Trade Fixtures; Alterations.**

(a) **Definitions.** The term "**Utility Installations**" refers to all floor and window coverings, air lines, vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, and plumbing in or on the Premises. The term "**Trade Fixtures**" shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term "**Alterations**" shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. "**Lessee Owned Alterations and/or Utility Installations**" are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).

(b) **Consent.** Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Alterations or Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof, ceilings, floors or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, do not trigger the requirement for additional modifications and/or improvements to the Premises resulting from Applicable Requirements, such as compliance with Title 24, and the cumulative cost thereof during this Lease as extended does not exceed \$2000. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with asbuilt plans and specifications. For work which costs an amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alteration or Utility Installation and/or upon Lessee's posting an additional Security Deposit with Lessor.

(c) **Liens; Bonds.** Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein. Lessee shall give Lessor not less than 10 days notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150%

of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

7.4 Ownership; Removal; Surrender; and Restoration.

(a) **Ownership.** Subject to Lessor's right to require removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. Lessor may, at any time, elect in writing to be the owner of all or any specified part of the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per paragraph 7.4(b) hereof, all Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

(b) **Removal.** By delivery to Lessee of written notice from Lessor not earlier than 90 and not later than 30 days prior to the end of the term of this Lease, Lessor may require that any or all Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent.

(c) **Surrender; Restoration.** Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing and the provisions of Paragraph 7.1(a), if the Lessee occupies the Premises for 12 months or less, then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall also remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Premises) to the level specified in Applicable Requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

~~8 Insurance; Indemnity~~

~~8.1 Insurance Premiums. The cost of the premiums for the insurance policies maintained by Lessor pursuant to paragraph 8 are included as Operating Expenses (see paragraph 4.2 (c)(iv)). Said costs shall include increases in the premiums resulting from additional coverage related to requirements of the holder of a mortgage or deed of trust covering the Premises, Building and/or Project, increased valuation of the Premises, Building and/or Project, and/or a general premium rate increase. Said costs shall not, however, include any premium increases resulting from the nature of the occupancy of any other tenant of the Building. If the Project was not insured for the entirety of the Base Year, then the base premium shall be the lowest annual premium reasonably obtainable for the required insurance as of the Start Date, assuming the most nominal use possible of the Building and/or Project. In no event, however, shall Lessee be responsible for any portion of the premium cost attributable to liability insurance coverage in excess of \$2,000,000 procured under Paragraph 8.2(b).~~

~~8.2 Liability Insurance~~

~~(a) Carried by Lessee. Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than \$1,000,000 per occurrence with an annual aggregate of not less than \$2,000,000. Lessee shall add Lessor as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Managers or Lessors of Premises". Endorsement and coverage shall also be extended to include damage caused by heat, smoke or fumes from a hostile fire. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "insured contract" for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessee shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.~~

~~(b) Carried by Lessor. Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.~~

8.3 Property Insurance - Building, Improvements and Rental Value.

(a) **Building and Improvements.** Lessor shall obtain and keep in force a policy or policies of insurance in the name of Lessor, with loss payable to Lessor, any ground-lessor, and to any Lender insuring loss or damage to the Building and/or Project. The amount of such insurance shall be equal to the full insurable replacement cost of the Building and/or Project, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee not by Lessor. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed \$5,000 per occurrence.

(b) **Rental Value.** Lessor shall also obtain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days ("**Rental Value Insurance**"). Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period.

(c) **Adjacent Premises.** Lessee shall pay for any increase in the premiums for the property insurance of the Building and for the Common Areas or other buildings in the Project if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.

(d) **Lessee's Improvements.** Since Lessor is the Insuring Party, Lessor shall not be required to insure Lessee Owned Alterations and Utility Installations unless the item in question has become the property of Lessor under the terms of this Lease.

8.4 **Lessee's Property; Business Interruption Insurance; Worker's Compensation Insurance.**

(a) **Property Damage.** Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed \$1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations.

(b) **Worker's Compensation Insurance.** Lessee shall obtain and maintain Worker's Compensation Insurance in such amount as may be required by Applicable Requirements. Such policy shall include a 'Waiver of Subrogation' endorsement. Lessee shall provide Lessor with a copy of such endorsement along with the certificate of insurance or copy of the policy required by paragraph 8.5.

(c) **Business Interruption.** Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

(d) **No Representation of Adequate Coverage.** Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

8.5 **Insurance Policies.** Insurance required herein shall be by companies maintaining during the policy term a "General Policyholders Rating" of at least A-, VII, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates with copies of the required endorsements evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 10 days prior written notice to Lessor. Lessee shall, at least 30 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may increase his liability insurance coverage and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

~~8.6 **Waiver of Subrogation.** Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.~~

~~8.7 **Indemnity.** Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' fees, expenses and/or liabilities arising out of involving or in connection with the use and/or occupancy of the Premises by Lessee. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.~~

8.8 **Exemption of Lessor and its Agents from Liability.** Notwithstanding the negligence or breach of this Lease by Lessor or its agents, neither Lessor nor its agents shall be liable under any circumstances for: (i) injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, indoor air quality, the presence of mold or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the Building, or from other sources or places, (ii) any damages arising from any act or neglect of any other tenant of Lessor or from the failure of Lessor or its agents to enforce the provisions of any other lease in the Project, or (iii) injury to Lessee's business or for any loss of income or profit therefrom. Instead, it is intended that Lessee's sole recourse in the event of such damages or injury be to file a claim on the insurance policy(ies) that Lessee is required to maintain pursuant to the provisions of paragraph 8.

~~8.9 **Failure to Provide Insurance.** Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Lessee does not maintain the required insurance and/or does not provide Lessor with the required binders or certificates evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater. The parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease.~~

9. **Damage or Destruction.**

9.1 **Definitions.**

(a) "**Premises Partial Damage**" shall mean damage or destruction to the improvements on the Premises, other than Lessee

Owned Alterations and Utility Installations, which can reasonably be repaired in 3 months or less from the date of the damage or destruction, and the cost thereof does not exceed a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(b) "**Premises Total Destruction**" shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 3 months or less from the date of the damage or destruction and/or the cost thereof exceeds a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(c) "**Insured Loss**" shall mean damage or destruction to improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Paragraph 8.3(a), irrespective of any deductible amounts or coverage limits involved.

(d) "**Replacement Cost**" shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

(e) "**Hazardous Substance Condition**" shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance, in, on, or under the Premises which requires restoration.

9.2 **Partial Damage - Insured Loss.** If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect; provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the total cost to repair of which is \$5,000 or less, and, in such event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Insuring Party shall promptly contribute the shortage in proceeds as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full replacement cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor. If Lessor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

9.3 **Partial Damage - Uninsured Loss.** If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as soon as reasonably possible at Lessor's expense (subject to reimbursement pursuant to Paragraph 4.2), in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such notice. In the event Lessor elects to terminate this Lease, Lessee shall have the right within 10 days after receipt of the termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of such damage without reimbursement from Lessor. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Lessee does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.

9.4 **Total Destruction.** Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall terminate 60 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.6.

9.5 **Damage Near End of Term.** If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by, (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

9.6 **Abatement of Rent; Lessee's Remedies.**

(a) **Abatement.** In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein.

(b) **Remedies.** If Lessor is obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair

or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. "Commence" shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

9.7 **Termination; Advance Payments.** Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

10. **Real Property Taxes.**

10.1 **Definitions.** As used herein, the term "**Real Property Taxes**" shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Project, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Project address. "**Real Property Taxes**" shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the term of this Lease, including but not limited to, a change in the ownership of the Project, (ii) a change in the improvements thereon, and/or (iii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease.

10.2 **Payment of Taxes.** Except as otherwise provided in Paragraph 10.3, Lessor shall pay the Real Property Taxes applicable to the Project, and said payments shall be included in the calculation of Operating Expenses in accordance with the provisions of Paragraph 4.2.

10.3 **Additional Improvements.** Operating Expenses shall not include Real Property Taxes specified in the tax assessor's records and work sheets as being caused by additional improvements placed upon the Project by other lessees or by Lessor for the exclusive enjoyment of such other lessees. Notwithstanding Paragraph 10.2 hereof, Lessee shall, however, pay to Lessor at the time Operating Expenses are payable under Paragraph 4.2, the entirety of any increase in Real Property Taxes if assessed solely by reason of Alterations, Trade Fixtures or Utility Installations placed upon the Premises by Lessee or at Lessee's request or by reason of any alterations or improvements to the Premises made by Lessor subsequent to the execution of this Lease by the Parties.

10.4 **Joint Assessment.** If the Building is not separately assessed, Real Property Taxes allocated to the Building shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available. Lessor's reasonable determination thereof, in good faith, shall be conclusive.

10.5 **Personal Property Taxes.** Lessee shall pay prior to delinquency all taxes assessed against and levied upon Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee contained in the Premises. When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

11. **Utilities and Services.**

11.1 **Services Provided by Lessor.** Lessor shall provide heating, ventilation, air conditioning, reasonable amounts of electricity for normal lighting and office machines, water for reasonable and normal drinking and lavatory use in connection with an office, and replacement light bulbs and/or fluorescent tubes and ballasts for standard overhead fixtures. Lessor shall also provide janitorial services to the Premises and Common Areas 5 times per week, excluding Building Holidays, or pursuant to the attached janitorial schedule, if any. Lessor shall not, however, be required to provide janitorial services to kitchens or storage areas included within the Premises.

11.2 **Services Exclusive to Lessee.** Notwithstanding the provisions of paragraph 11.1, Lessee shall pay for all water, gas, light, power, telephone and other utilities and services specially or exclusively supplied and/or metered exclusively to the Premises or to Lessee, together with any taxes thereon. Notwithstanding the provisions of Paragraph 4.2(vi), if a service is deleted by Paragraph 1.13 and such service is not separately metered to the Premises, Lessee shall pay at Lessor's option, either Lessee's Share or a reasonable proportion to be determined by Lessor of all charges for such jointly metered service.

11.3 **Hours of Service.** Said services and utilities shall be provided during times set forth in Paragraph 1.12. Utilities and services required at other times shall be subject to advance request and reimbursement by Lessee to Lessor of the cost thereof.

11.4 **Excess Usage by Lessee.** Lessee shall not make connection to the utilities except by or through existing outlets and shall not install or use machinery or equipment in or about the Premises that uses excess water, lighting or power, or suffer or permit any act that causes extra burden upon the utilities or services, including but not limited to security and trash services, over standard office usage for the Project. Lessor shall require Lessee to reimburse Lessor for any excess expenses or costs that may arise out of a breach of this subparagraph by Lessee. Lessor may, in its sole discretion, install at Lessee's expense supplemental equipment and/or separate metering applicable to Lessee's excess usage or loading.

11.5 **Interruptions.** There shall be no abatement of rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

11.6 Within fifteen days of Lessor's written request, Lessee agrees to deliver to Lessor such information, documents and/or authorization as Lessor needs in order for Lessor to comply with new or existing Applicable Requirements relating to commercial building energy usage, ratings, and/or the reporting thereof.

12. **Assignment and Subletting.**

12.1 **Lessor's Consent Required.**

(a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, "**assign or assignment**") or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent.

(b) Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 25% or more of the voting control of Lessee shall constitute a change in control for this purpose.

(c) The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. "**Net Worth of Lessee**" shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.

(d) An assignment or subletting without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(d), or a noncurable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a noncurable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent to 110% of the Base Rent then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the price previously in effect, and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled adjusted rent.

(e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.

(f) Lessor may reasonably withhold consent to a proposed assignment or subletting if Lessee is in Default at the time consent is requested.

(g) Notwithstanding the foregoing, allowing a de minimis portion of the Premises, i.e. 20 square feet or less, to be used by a third party vendor in connection with the installation of a vending machine or payphone shall not constitute a subletting.

12.2 Terms and Conditions Applicable to Assignment and Subletting.

(a) Regardless of Lessor's consent, no assignment or subletting shall: (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.

(b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.

(c) Lessor's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.

(d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefore to Lessor, or any security held by Lessor.

(e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of \$500 as consideration for Lessor's considering and processing said request. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested. (See also Paragraph 36)

(f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment, entering into such sublease, or entering into possession of the Premises or any portion thereof, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.

(g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease unless such transfer is specifically consented to by Lessor in writing. (See Paragraph 39.2)

12.3 **Additional Terms and Conditions Applicable to Subletting.** The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

(a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event that the amount collected by Lessor exceeds Lessee's then outstanding obligations any such excess shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists, notwithstanding any claim from Lessee to the contrary.

(b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.

(c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.

(d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.

(e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee.

13. Default; Breach; Remedies.

13.1 **Default; Breach.** A "**Default**" is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A "**Breach**" is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

(a) The abandonment of the Premises; the vacating of the Premises prior to the expiration or termination of this Lease without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Paragraph 8.3 is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism; or failure to deliver to Lessor exclusive possession of the entire Premises in accordance herewith prior to the expiration or termination of this Lease.

(b) The failure of Lessee to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee. THE ACCEPTANCE BY LESSOR OF A PARTIAL PAYMENT OF RENT OR SECURITY DEPOSIT SHALL NOT CONSTITUTE A WAIVER OF ANY OF LESSOR'S RIGHTS, INCLUDING LESSOR'S RIGHT TO RECOVER POSSESSION OF THE PREMISES.

(c) The failure of Lessee to allow Lessor and/or its agents access to the Premises or the commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee. In the event that Lessee commits waste, a nuisance or an illegal activity a second time then, the Lessor may elect to treat such conduct as a non-curable Breach rather than a Default.

(d) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate or financial statements, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 41, (viii) material data safety sheets (MSDS), or (ix) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.

(e) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 2.9 hereof, other than those described in subparagraphs 13.1(a), (b) or (c), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

(f) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a "debtor" as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

(g) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.

(h) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.

13.2 Remedies. If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover any damages to which Lessor is otherwise entitled. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are

located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

13.3 **Inducement Recapture.** Any agreement for free or abated rent or other charges, the cost of tenant improvement for lessee paid for or performed by Lessor, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as "**Inducement Provisions**", shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an Inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.

13.4 **Late Charges.** Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late charge equal to 10% of each such overdue amount or \$100, whichever is greater. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

13.5 **Interest.** Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due shall bear interest from the 31st day after it was due. The interest ("**Interest**") charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 13.4.

13.6 **Breach by Lessor.**

(a) **Notice of Breach.** Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than 30 days after receipt by Lessor, and any Lender whose name and address shall have been furnished Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

(b) **Performance by Lessee on Behalf of Lessor.** In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided however, that such offset shall not exceed an amount equal to the greater of one month's Base Rent or the Security Deposit, reserving Lessee's right to seek reimbursement from Lessor for any such expense in excess of such offset. Lessee shall document the cost of said cure and supply said documentation to Lessor.

14. **Condemnation.** If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "**Condemnation**"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the rentable floor area of the Premises, or more than 25% of Lessee's Reserved Parking Spaces, if any, are taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation paid by the condemnor for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

~~15. **Brokerage Fees.**~~

~~15.1 **Additional Commission.** In addition to the payments owed pursuant to Paragraph 1.10 above, Lessor agrees that: (a) if Lessee exercises any Option; (b) if Lessee or anyone affiliated with Lessee acquires from Lessor any rights to the Premises or other premises owned by Lessor and located within the Project; (c) if Lessee remains in possession of the Premises, with the consent of Lessor, after the expiration of this Lease; or (d) if Base Rent is increased, whether by agreement or operation of an escalation clause herein, then Lessor shall pay Brokers a fee in accordance with the fee schedule of the Brokers in effect at the time the Lease was executed. The provisions of this paragraph are intended to supersede the provisions of any earlier agreement to the contrary.~~

~~15.2 **Assumption of Obligations.** Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder. Brokers shall be third party beneficiaries of the provisions of Paragraphs 1.10, 15.22 and 31. If Lessor fails to pay to Brokers any amounts due as and for brokerage fees pertaining to this Lease when due, then such amounts shall accrue interest. In addition, if Lessor fails to pay any amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and if Lessor fails to pay such amounts within 10 days after said notice, Lessee shall pay said monies to its Broker and offset such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third party beneficiary of any commission agreement entered into by and/or between Lessor and Lessor's Broker for the limited purpose of collecting any brokerage fee owed.~~

15.3 **Representations and Indemnities of Broker Relationships.** Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker, agent or finder (other than the Brokers and Agents, if any) in connection with this Lease, and that no one other than said named Brokers and Agents is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

16. **Estoppel Certificates.**

(a) Each Party (as "**Responding Party**") shall within 10 days after written notice from the other Party (the "**Requesting Party**") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "**Estoppel Certificate**" form published by the AIR Commercial Real Estate Association, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate. In addition, Lessee acknowledges that any failure on its part to provide such an Estoppel Certificate will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to execute and/or deliver a requested Estoppel Certificate in a timely fashion the monthly Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater for remainder of the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to provide the Estoppel Certificate. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to provide the Estoppel Certificate nor prevent the exercise of any of the other rights and remedies granted hereunder.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall within 10 days after written notice from Lessor deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

17. **Definition of Lessor.** The term "**Lessor**" as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

18. **Severability.** The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. **Days.** Unless otherwise specifically indicated to the contrary, the word "**days**" as used in this Lease shall mean and refer to calendar days.

20. **Limitation on Liability.** The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor or its partners, members, directors, officers or shareholders, and Lessee shall look to the Project, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their personal assets for such satisfaction.

21. **Time of Essence.** Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

22. **No Prior or Other Agreements; Broker Disclaimer.** This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party.

23. **Notices.**

23.1 **Notice Requirements.** All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

23.2 **Date of Notice.** Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices delivered by hand, or transmitted by facsimile transmission or by email shall be deemed delivered upon actual receipt. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

24. **Waivers.**

(a) No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent.

(b) The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of moneys or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

(c) THE PARTIES AGREE THAT THE TERMS OF THIS LEASE SHALL GOVERN WITH REGARD TO ALL MATTERS RELATED THERETO AND HEREBY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE TO THE EXTENT THAT SUCH STATUTE IS INCONSISTENT WITH THIS LEASE.

25. **Disclosures Regarding The Nature of a Real Estate Agency Relationship.**

(a) When entering into a discussion with a real estate agent regarding a real estate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:

(i) Lessor's Agent. A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: To the Lessor: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor. To the Lessee and the Lessor: a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(ii) Lessee's Agent. An agent can agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations. To the Lessee: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessee. To the Lessee and the Lessor: a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(iii) Agent Representing Both Lessor and Lessee. A real estate agent, either acting directly or through one or more associate licenses, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: a. A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Lessor or the Lessee. b. Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not, without the express permission of the respective Party, disclose to the other Party confidential information, including, but not limited to, facts relating to either Lessee's or Lessor's financial position, motivations, bargaining position, or other personal information that may impact rent, including Lessor's willingness to accept a rent less than the listing rent or Lessee's willingness to pay rent greater than the rent offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Both Lessor and Lessee should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

(b) Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this Lease may be brought against Broker more than one year after the Start Date and that the liability (including court costs and attorneys' fees), of any Broker with respect to any such lawsuit and/or legal proceeding shall not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

(c) Lessor and Lessee agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

26. **No Right To Holdover.** Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. At or prior to the expiration or termination of this Lease Lessee shall deliver exclusive possession of the Premises to Lessor. For purposes of this provision and Paragraph 13.1(a), exclusive possession shall mean that Lessee shall have vacated the Premises, removed all of its personal property therefrom and that the Premises have been returned in the condition specified in this Lease. In the event that Lessee does not deliver exclusive possession to Lessor as specified above, then Lessor's damages during any holdover period shall be computed at the amount of the Rent (as defined in Paragraph 4.1) due during the last full month before the expiration or termination of this Lease (disregarding any temporary abatement of Rent that may have been in effect), but with Base Rent being 150% of the Base Rent payable during such last full month. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

27. **Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. **Covenants and Conditions; Construction of Agreement.** All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

29. **Binding Effect; Choice of Law.** This Lease shall be binding upon the Parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located. Signatures to this Lease accomplished by means of electronic signature or similar technology shall be legal and binding.

30. **Subordination; Attornment; Non-Disturbance.**

30.1 **Subordination.** This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "**Security Device**"), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as "**Lender**") shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

30.2 **Attornment.** In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Device to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between Lessee and such new owner, and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior lessor which was not paid or credited to such new owner.

30.3 **Non-Disturbance.** With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a "**Non-Disturbance Agreement**") from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within 60 days after the execution of this Lease, Lessor shall, if requested by Lessee, use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said 60 days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.

30.4 **Self-Executing.** The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

31. **Attorneys' Fees.** If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "**Prevailing Party**" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach (\$200 is a reasonable minimum per occurrence for such services and consultation).

32. **Lessor's Access; Showing Premises; Repairs.** Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises as long as there is no material adverse effect on Lessee's use of the Premises. All such activities shall be without abatement of rent or liability to Lessee.

33. **Auctions.** Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent. Lessor shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction.

34. **Signs.** Lessor may place on the Premises ordinary "For Sale" signs at any time and ordinary "For Lease" signs during the last 6 months of the term hereof. Lessor may not place any sign on the exterior of the Building that covers any of the windows of the Premises. Except for ordinary "For Sublease" signs which may be placed only on the Premises, Lessee shall not place any sign upon the Project without Lessor's prior written consent. All signs must comply with all Applicable Requirements.

35. **Termination; Merger.** Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

36. **Consents.** All requests for consent shall be in writing. Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

37. **Guarantor.**

37.1 **Execution.** The Guarantors, if any, shall each execute a guaranty in the form most recently published by the AIR Commercial Real Estate Association.

37.2 **Default.** It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Estoppel Certificate, or (d) written confirmation that the guaranty is still in effect.

38. **Quiet Possession.** Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.

39. **Options.** If Lessee is granted an Option, as defined below, then the following provisions shall apply.

39.1 **Definition. "Option"** shall mean: (a) the right to extend or reduce the term of or renew this Lease or to extend or reduce the term of or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase, the right of first offer to purchase or the right of first refusal to purchase the Premises or other property of Lessor.

39.2 **Options Personal To Original Lessee.** Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.

39.3 **Multiple Options.** In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.

39.4 **Effect of Default on Options.**

(a) Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.

(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a).

(c) An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term or completion of the purchase, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof), or (ii) if Lessee commits a Breach of this Lease.

40. **Security Measures.** Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties. In the event, however, that Lessor should elect to provide security services, then the cost thereof shall be an Operating Expense.

41. **Reservations.**

(a) Lessor reserves the right: (i) to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary, (ii) to cause the recordation of parcel maps and restrictions, (iii) to create and/or install new utility raceways, so long as such easements, rights, dedications, maps, restrictions, and utility raceways do not unreasonably interfere with the use of the Premises by Lessee. Lessor may also: change the name, address or title of the Building or Project upon at least 90 days prior written notice; provide and install, at Lessee's expense, Building standard graphics on the door of the Premises and such portions of the Common Areas as Lessor shall reasonably deem appropriate; grant to any lessee the exclusive right to conduct any business as long as such exclusive right does not conflict with any rights expressly given herein; and to place such signs, notices or displays as Lessor reasonably deems necessary or advisable upon the roof, exterior of the Building or the Project or on signs in the Common Areas. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate such rights. The obstruction of Lessee's view, air, or light by any structure erected in the vicinity of the Building, whether by Lessor or third parties, shall in no way affect this Lease or impose any liability upon Lessor.

(b) Lessor also reserves the right to move Lessee to other space of comparable size in the Building or Project. Lessor must provide at least 45 days prior written notice of such move, and the new space must contain improvements of comparable quality to those contained within the Premises. Lessor shall pay the reasonable out of pocket costs that Lessee incurs with regard to such relocation, including the expenses of moving and necessary stationary revision costs. In no event, however, shall Lessor be required to pay an amount in excess of two months Base Rent. Lessee may not be relocated more than once during the term of this Lease.

(c) Lessee shall not: (i) use a representation (photographic or otherwise) of the Building or Project or their name(s) in connection with Lessee's business; or (ii) suffer or permit anyone, except in emergency, to go upon the roof of the Building.

42. **Performance Under Protest.** If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay. A Party who does not initiate suit for the recovery of sums paid "under protest" within 6 months shall be deemed to have waived its right to protest such payment.

43. **Authority; Multiple Parties; Execution**

(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each Party shall, within 30 days after request, deliver to the other Party satisfactory evidence of such authority.

(b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary thereto and bind all of the named Lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.

(c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

44. **Conflict.** Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

45. **Offer.** Preparation of this Lease by either party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

46. **Amendments.** This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable nonmonetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

47. **Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.**

48. **Arbitration of Disputes.** An Addendum requiring the Arbitration of all disputes between the Parties and/or Brokers arising out of this Lease is is not attached to this Lease.

49. **Accessibility; Americans with Disabilities Act.**

(a) The Premises:

Have not undergone an inspection by a Certified Access Specialist (CASp). Note: A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

Have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential.

Have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential except as necessary to complete repairs and corrections of violations of construction related accessibility standards.

In the event that the Premises have been issued an inspection report by a CASp the Lessor shall provide a copy of the disability access inspection certificate to Lessee within 7 days of the execution of this Lease.

(b) Since compliance with the Americans with Disabilities Act (ADA) and other state and local accessibility statutes are dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in compliance with ADA or other accessibility statutes, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY THE AIR CRE OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

1. **SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.**

2. **RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING AND SIZE OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.**

WARNING: IF THE PREMISES ARE LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.

The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

Executed at: _____
On: _____

Executed at: _____
On: _____

By LESSOR:

WESTMINSTER PRESBYTERIAN CHURCH OF FRESNO, CA.

By LESSEE:

Western Sierra Charter Schools

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Address: _____

Address: _____

Federal ID No.: _____

Federal ID No.: _____

BROKER

BROKER

Newmark Pearson Commercial

Att: _____
Title: _____
Address: _____

Att: Luke Tessman
Title: _____
Address: _____

Phone: _____
Fax: _____
Email: _____

Phone: _____
Fax: _____
Email: _____

Federal ID No.: _____

Federal ID No.: _____

Broker DRE License #: _____

Broker DRE License #: _____

Agent DRE License #: _____

Agent DRE License #: _____

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INITIALS

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RENT ADJUSTMENT(S)
(ORIGINAL TERM)
STANDARD LEASE ADDENDUM

Dated: October 26, 2025

By and Between

Lessor: WESTMINSTER PRESBYTERIAN CHURCH OF FRESNO, CA.

Lessee: Western Sierra Charter Schools

Property Address: 50 E. Santa Ana Ave., Fresno, CA. 93704

Fresno CA 93704

(street address, city, state, zip)

Paragraph 50

The monthly Base Rent during the Original Term of the Lease shall be increased by using the method(s) selected below (check method(s) to be used and fill in appropriately):

I. Consumer Price Index.

a. The monthly Base Rent shall be increased on _____ and every _____ months thereafter during the Original Term ("CPI Increase Date(s)") commensurate with the increase in the CPI (as herein defined) determined as follows: the monthly Base Rent scheduled for the first month of the Original Term shall be multiplied by a fraction the denominator of which is the Base CPI (as herein defined), and the numerator of which is the Comparison CPI (as herein defined). The amount so calculated shall constitute the new Base Rent until the next CPI Increase Date, but in no event shall any such new Base Rent be less than the Base Rent for the month immediately preceding the applicable CPI Increase Date.

b. The term "CPI" shall mean the Consumer Price Index of the Bureau of Labor Statistics of the U.S. Department of Labor for (select one): [] CPIW (Urban Wage Earners and Clerical Workers) or [] CPI U (All Urban Consumers), for (fill in Urban Area): _____ or [] the area in which the Premises is located, All Items (1982-1984 = 100). The term "Comparison CPI" shall mean the CPI of the calendar month which is 2 full months prior to the applicable Original Term CPI Increase Date. The term "Base CPI" shall mean the CPI of the calendar month which is 2 full months prior to the Commencement Date of the Original Term.

c. If the compilation and/or publication of the CPI is transferred to another governmental department, bureau or agency or is discontinued, then instead the index most nearly the same as the CPI shall be used to calculate the Base Rent increases hereunder. If the Parties cannot agree on such alternative index, then the matter shall be submitted for decision to the American Arbitration Association in accordance with the then rules of said association and the decision of the arbitrators shall be binding upon the parties, with the cost of such arbitration being paid equally by the Parties.

II. Fixed Percentage. The monthly Base Rent shall be increased on _____ and every _____ months thereafter during the Original Term ("Percentage Increase Date(s)") by _____ percent (_____ %) of the monthly Base Rent scheduled to be paid for the month immediately preceding the applicable Percentage Increase Date.

III. Fixed Rental Adjustment(s) ("FRA").

The monthly Base Rent shall be increased to the following amounts on the dates set forth below:

Table with 2 columns: On (Fill in FRA Adjustment Date(s)) and The New Base Rent shall be:
February 1, 2027 \$10,896.28
February 1, 2028 \$11,223.17

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RA-8.00, Revised 10-13-2022

RE/MAX Gold, 7815 N. Palm Ave., Ste. 120 Fresno CA 93711
Phone: 559-994-0254

Fax: 559-272-2172

Greg Maroot

WPC Lease with



OPTION(S) TO EXTEND TERM
STANDARD LEASE ADDENDUM

Dated: October 26, 2025

By and Between

Lessor: WESTMINSTER PRESBYTERIAN CHURCH OF FRESNO, CA.

Lessee: Western Sierra Charter Schools

Property Address: 50 E. Santa Ana Ave., Fresno, CA. 93704

Fresno CA 93704

(street address, city, state, zip)

Paragraph 51 OPTION(S) TO EXTEND TERM. Subject to the terms, conditions and provisions of Paragraph 39, Lessor grants Lessee 2 option(s) to extend the term of the Lease ("Extension Option(s)"), with each Extension Option being for a term of 60 months, commencing when the prior term expires ("Option Term(s)"). In order to exercise an Extension Option, Lessee must give written notice of such election to Lessor and Lessor must receive such notice at least 120 but not more than 180 months prior to the date that the applicable Option Term would commence, time being of the essence. If timely and proper notification of the exercise of an Extension Option is not given by Lessee and/or received by Lessor, such Extension Option shall automatically expire. Except as specifically modified, the terms, conditions and provisions of the Lease shall apply during Option Terms but the amount of Rent during Option Terms shall be established by using the method(s) selected below (check method(s) to be used and fill in appropriately):

I. Consumer Price Index.

(a) During the Option Term(s) which start(s) on [blank], the monthly Base Rent shall be increased on [blank] and every [blank] months thereafter during such Option Term(s) ("Option Term CPI Increase Date(s)") commensurate with the increase in the Option Term CPI (as herein defined) determined as follows: the monthly Base Rent scheduled for the month immediately preceding the first occurring Option Term CPI Increase Date shall be multiplied by a fraction the denominator of which is the Option Term Base CPI (as herein defined), and the numerator of which is the Option Term Comparison CPI (as herein defined). The amount so calculated shall constitute the new Base Rent until the next Option Term CPI Increase Date during the applicable Option Term, but in no event shall any such new Base Rent be less than the Base Rent for the month immediately preceding the applicable Option Term CPI Increase Date.

(b) The term "Option Term CPI" shall mean the Consumer Price Index of the Bureau of Labor Statistics of the U.S. Department of Labor for (select one): [] CPIW (Urban Wage Earners and Clerical Workers) or [] CPI U (All Urban Consumers), for (fill in Urban Area): [blank] or [] the area in which the Premises is located, All Items (1982-1984 = 100). The term "Option Term Comparison CPI" shall mean the CPI of the calendar month which is 2 full months prior to the applicable Option Term CPI Increase Date. The term "Option Term Base CPI" shall mean the CPI of the calendar month which is 2 full months prior to (select one) [] Commencement Date of the Original Term, [] start of the applicable Option Term, or [] (fill in month) [blank].

(c) If compilation and/or publication of the CPI is transferred to another governmental department, bureau or agency or is discontinued, then instead the index most nearly the same as the CPI shall be used to calculate the Base Rent increases hereunder. If the Parties cannot agree on such alternative index, then the matter shall be submitted for decision to the American Arbitration Association in accordance with the then rules of said association and the decision of the arbitrators shall be binding upon the parties, with the cost of such arbitration being paid equally by the Parties.

II. Fixed Percentage. During the Option Term(s) which start(s) on [blank], the monthly Base Rent shall be increased on [blank] and every [blank] months thereafter during such Option Term(s) ("Option Term Percentage Increase Date(s)") by [blank] percent ([blank]%) of the monthly Base Rent scheduled to be paid for the month immediately preceding the applicable Option Term Percentage Increase Date.

III. Fair Market Value.

(a) During the Option Term(s) which start(s) on [blank], the amount of Rent shall be the amount forecasted to be the fair market rental value of the Premises during such Option Term established pursuant to the procedures, terms, assumptions and conditions set forth herein ("Fair Market Value"); provided, however, regardless of such Fair Market Value, Base Rent during an Option Term shall not be less than the Base Rent scheduled as of when the prior term expires. Starting as of Lessee's exercise of the applicable Extension Option (but not earlier than six (6) months before start of the applicable Option Term), the Parties shall for thirty (30) days ("Negotiation Period") attempt to agree upon the Fair Market Value. If during the Negotiation Period the Parties do not agree on the Fair Market Value, then the Fair Market Value shall be established pursuant to the procedures set forth herein, which shall be binding.

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(b) Each Party shall, within fifteen (15) days after the end of the Negotiation Period, in writing submit to the other Party such Party's determination of the Fair Market Value ("**Submitted Value(s)**"). If a Party fails to timely provide a Submitted Value, then the other Party's Submitted Value shall be the Fair Market Value. If both Parties timely provide Submitted Values, then each Party shall, within fifteen (15) days after both Parties have exchanged Submitted Values, in writing notify the other Party of such Party's selected arbitrator who shall meet the qualifications set forth herein ("**Advocate Arbitrator(s)**"). Lessor and Lessee may select an Advocate Arbitrator who is favorable to such Party's position and may, prior to or after appointment of an Advocate Arbitrator, consult with such Party's Advocate Arbitrator. If a Party fails to timely and properly provide notice of such Party's chosen Advocate Arbitrator, then the other Party's Submitted Value shall be the Fair Market Value.

(c) If both Parties timely and properly designate Advocate Arbitrators, then such Advocate Arbitrators shall, within fifteen (15) days after their selection, choose a third (3rd) neutral arbitrator who shall meet the qualifications set forth herein ("**Neutral Arbitrator**"). The Neutral Arbitrator shall be engaged jointly by Lessor and Lessee. If Advocate Arbitrators fail to agree upon and timely appoint a Neutral Arbitrator, then the President of AIR CRE shall appoint such Neutral Arbitrator within fifteen (15) days after request by either Party. If the President of AIR CRE does not timely appoint the Neutral Arbitrator, then either Party may file an appropriate legal action for a judge with competent jurisdiction over the Parties to appoint the Neutral Arbitrator.

(d) The Advocate Arbitrators and the Neutral Arbitrator ("**Arbitrator(s)**") shall be duly licensed real estate brokers or salespersons in good standing in the state in which the Premises is located, shall have been active over the five (5) year period before their appointment in the leasing of properties similar to the Premises within the general real estate market of the Premises. The Neutral Arbitrator shall additionally not be related to or affiliated with either Party or Advocate Arbitrator, and shall not have previously represented in a real estate transaction a Party or anyone related to or affiliated with a Party. All matters to be determined by the Arbitrators shall be decided by a majority vote of the Arbitrators, with each Arbitrator having one (1) vote. The Arbitrators may, as the Arbitrators determine, hold hearings and require briefs, including market data and additional information.

(e) Within thirty (30) days after selection of the Neutral Arbitrator, the Arbitrators shall first determine the Fair Market Value established by taking into account the terms, assumptions and conditions set forth herein ("**Arbitrators' Market Value**"), then decide which Party's Submitted Value is closer in monetary amount to the Arbitrators' Market Value ("**Selected Market Value**"), then provide the Parties a copy of the Arbitrators' Market Value and finally notify the Parties of the Selected Market Value. The Selected Market Value shall be the Fair Market Value. The Arbitrators shall have no right to decide a Selected Market Value which is a compromise to (or modification of) the Submitted Values. The decision of the Arbitrators shall be binding upon the Parties. The Party whose Submitted Value is not the Selected Market Value shall, within ten (10) days after the Arbitrators decide the Selected Market Value, pay the fees and costs of all three (3) Arbitrators.

(f) If the Fair Market Value has not been established before the start of the applicable Option Term, then Lessee shall continue to pay to Lessor rent in the amount payable for the month immediately preceding the start of such Option Term and Lessor's acceptance of such rent shall not waive, adversely affect or prejudice the Parties' right to complete establishment of the Fair Market Value or Lessor's right to collect the full amount of the Fair Market Value once the Fair Market Value is established. Lessee shall, within ten (10) days after establishment of the Fair Market Value, pay to Lessor any deficiency in rent then due for the Option Term. Following establishment of Fair Market Value, the Parties shall, within ten (10) days after request by either Party, sign an amendment to this Lease to confirm the Fair Market Value and the expiration date of this Lease, but the Parties' failure to request or to sign such an amendment shall not affect establishment of the Fair Market Value or extension of the Lease term.

(g) The Arbitrators, in deciding the Arbitrators' Market Value, shall take into account rent rates, rent abatements, periodic rent increases, real property taxes, insurance premiums and other operating expenses, tenant improvement and other applicable allowances, building services, length of lease term and other factors professional real estate brokers and/or appraisers customarily consider in determining fair market rent of property in an arm's length transaction by ready, willing and able parties for space of comparable location, size, age, condition, quality, parking, visibility, view, signage and accessibility if the Premises were marketed in a normal and customary manner for a reasonable length of time on the open market to be leased to a tenant with financial strength and credit worthiness comparable to Lessee and guarantors (if any) of this Lease (as of Lessee's exercise of the Extension Option) for a term comparable to the length of the applicable Option Term and used for the Agreed Use (or other reasonably comparable uses). The Arbitrators, in deciding the Arbitrators' Market Value, shall not consider as a comparable transaction any of the following: a sublease, lease assignment, lease renewal or extension; lease with a tenant that has equity, is related to or affiliated with the landlord; or a lease of space that was subject to a right of first refusal, right of first offer, expansion option or other encumbrances. The Arbitrators, in deciding the Arbitrators' Market Value, shall reduce the Fair Market Value on account of Alterations and improvements made by Lessee to the extent the cost thereof was paid solely by Lessee (in excess of any applicable improvement allowance, abated rent in lieu of improvement allowance or other consideration provided by Lessor for Lessee's improvement of the Premises), shall not reduce the Fair Market Value on account of any real estate brokerage commission savings by Lessor, and shall not reduce the Fair Market Value on account of deferred maintenance or repair of the Premises for which Lessee was responsible under the Lease but did not perform.

IV. Fixed Rental Adjustment(s) ("FRA").

The monthly Base Rent shall be increased to the following amounts on the dates set forth below:

On (fill in FRA Adjustment Date(s)):	The new Base Rent shall be:
<u>July 1, 2028</u>	<u>\$11,223.17</u>
<u>February 1, 2029</u>	<u>\$11,559.86</u>
<u>February 1, 2030</u>	<u>\$11,906.66</u>
<u>February 1, 2031</u>	<u>\$12,263.86</u>
<u>February 1, 2032</u>	<u>\$12,631.78</u>
<u>February 1, 2033</u>	<u>\$13,010.73</u>
<u>February 1, 2034</u>	<u>\$13,401.05</u>
<u>February 1, 2035</u>	<u>\$13,803.08</u>
<u>February 1, 2036</u>	<u>\$14,217.18</u>
<u>February 1, 2037</u>	<u>\$14,643.69</u>
February 1, 2038	\$15,083.00

INITIALS

INITIALS

V. Continuation of Original Term Adjustments.

The monthly Base Rent during the Option Term(s) which start(s) on _____ shall be increased in accordance with the same formula provided in the Lease to be used to calculate increases in the Base Rent during the Original Term of the Lease.

BROKER'S FEE: For each adjustment in Base Rent specified above, the Brokers shall be paid a Brokerage Fee in accordance with paragraph 15 of the Lease or if applicable, paragraph 9 of the Sublease.

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**RULES AND REGULATIONS FOR
STANDARD OFFICE LEASE**

Dated: October 26, 2025

By and Between

Lessor: WESTMINSTER PRESBYTERIAN CHURCH OF FRESNO, CA.

Lessee: Western Sierra Charter Schools

Property Address: 50 E. Santa Ana Ave., Fresno, CA. 93704
Fresno CA 93704

(street address, city, state, zip)

GENERAL RULES

1. Lessee shall not suffer or permit the obstruction of any Common Areas, including driveways, walkways and stairways.
2. Lessor reserves the right to refuse access to any persons Lessor in good faith judges to be a threat to the safety and reputation of the Project and its occupants.
3. Lessee shall not make or permit any noise or odors that annoy or interfere with other lessees or persons having business within the Project.
4. Lessee shall not keep animals or birds within the Project, and shall not bring bicycles, motorcycles or other vehicles into areas not designated as authorized for same.
5. Lessee shall not make, suffer or permit litter except in appropriate receptacles for that purpose.
6. Lessee shall not alter any lock or install new or additional locks or bolts.
7. Lessee shall be responsible for the inappropriate use of any toilet rooms, plumbing or other utilities. No foreign substances of any kind are to be inserted therein.
8. Lessee shall not deface the walls, partitions or other surfaces of the Premises or Project.
9. Lessee shall not suffer or permit anything in or around the Premises or Building that causes excessive vibration or floor loading in any part of the Project.
10. Furniture, significant freight and equipment shall be moved into or out of the building only with the Lessor's knowledge and consent, and subject to such reasonable limitations, techniques and timing, as may be designated by Lessor. Lessee shall be responsible for any damage to the Office Building Project arising from any such activity.
11. Lessee shall not employ any service or contractor for services or work to be performed in the Building, except as approved by Lessor.
12. Lessor reserves the right to close and lock the Building on Saturdays, Sundays and Building Holidays, and on other days between the hours of _____ P.M. and _____ A.M. of the following day. If Lessee uses the Premises during such periods, Lessee shall be responsible for securely locking any doors it may have opened for entry.
13. Lessee shall return all keys at the termination of its tenancy and shall be responsible for the cost of replacing any keys that are lost.
14. No window coverings, shades or awnings shall be installed or used by Lessee.
15. No Lessee, employee or invitee shall go upon the roof of the Building.
16. Lessee shall not suffer or permit smoking or carrying of lighted cigars or cigarettes in areas reasonably designated by Lessor or by applicable governmental agencies as non-smoking areas.
17. Lessee shall not use any method of heating or air conditioning other than as provided by Lessor.
18. Lessee shall not install, maintain or operate any vending machines upon the Premises without Lessor's written consent.
19. The Premises shall not be used for lodging or manufacturing, cooking or food preparation.
20. Lessee shall comply with all safety, fire protection and evacuation regulations established by Lessor or any applicable governmental agency.
21. Lessor reserves the right to waive any one of these rules or regulations, and/or as to any particular Lessee, and any such waiver shall not constitute a waiver of any other rule or regulation or any subsequent application thereof to such Lessee.
22. Lessee assumes all risks from theft or vandalism and agrees to keep its Premises locked as may be required.
23. Lessor reserves the right to make such other reasonable rules and regulations as it may from time to time deem necessary for the appropriate operation and safety of the Project and its occupants. Lessee agrees to abide by these and such rules and regulations.

INITIALS

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PARKING RULES

1. Parking areas shall be used only for parking by vehicles no longer than full size, passenger automobiles herein called "Permitted Size Vehicles." Vehicles other than Permitted Size Vehicles are herein referred to as "Oversized Vehicles."

2. Lessee shall not permit or allow any vehicles that belong to or are controlled by Lessee or Lessee's employees, suppliers, shippers, customers, or invitees to be loaded, unloaded, or parked in areas other than those designated by Lessor for such activities.

~~3. Parking stickers or identification devices shall be the property of Lessor and be returned to Lessor by the holder thereof upon termination of the holder's parking privileges. Lessee will pay such replacement charge as is reasonably established by Lessor for the loss of such devices.~~

~~4. Lessor reserves the right to refuse the sale of monthly identification devices to any person or entity that willfully refuses to comply with the applicable rules, regulations, laws and/or agreements.~~

5. Lessor reserves the right to relocate all or a part of parking spaces from floor to floor, within one floor, and/or to reasonably adjacent offsite location(s), and to reasonably allocate them between compact and standard size spaces, as long as the same complies with applicable laws, ordinances and regulations.

6. Users of the parking area will obey all posted signs and park only in the areas designated for vehicle parking.

7. Unless otherwise instructed, every person using the parking area is required to park and lock his own vehicle. Lessor will not be responsible for any damage to vehicles, injury to persons or loss of property, all of which risks are assumed by the party using the parking area.

~~8. Validation, if established, will be permissible only by such method or methods as Lessor and/or its licensees may establish at rates generally applicable to visitor parking.~~

9. The maintenance, washing, waxing or cleaning of vehicles in the parking structure or Common Areas is prohibited.

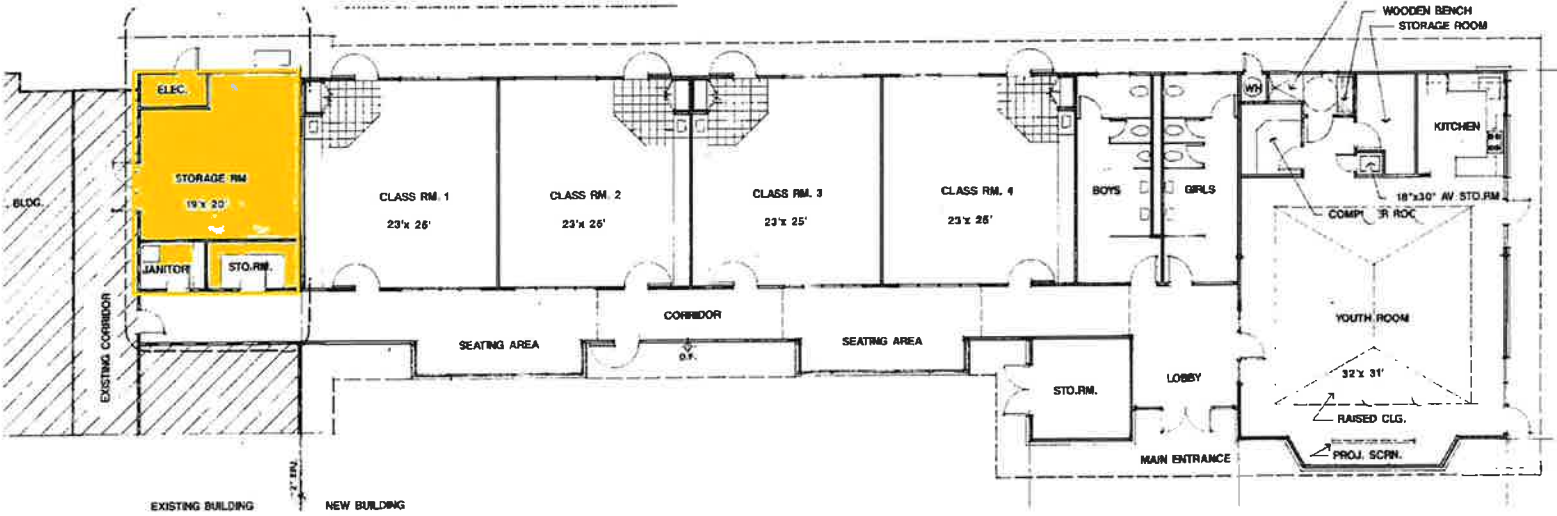
10. Lessee shall be responsible for seeing that all of its employees, agents and invitees comply with the applicable parking rules, regulations, laws and agreements.

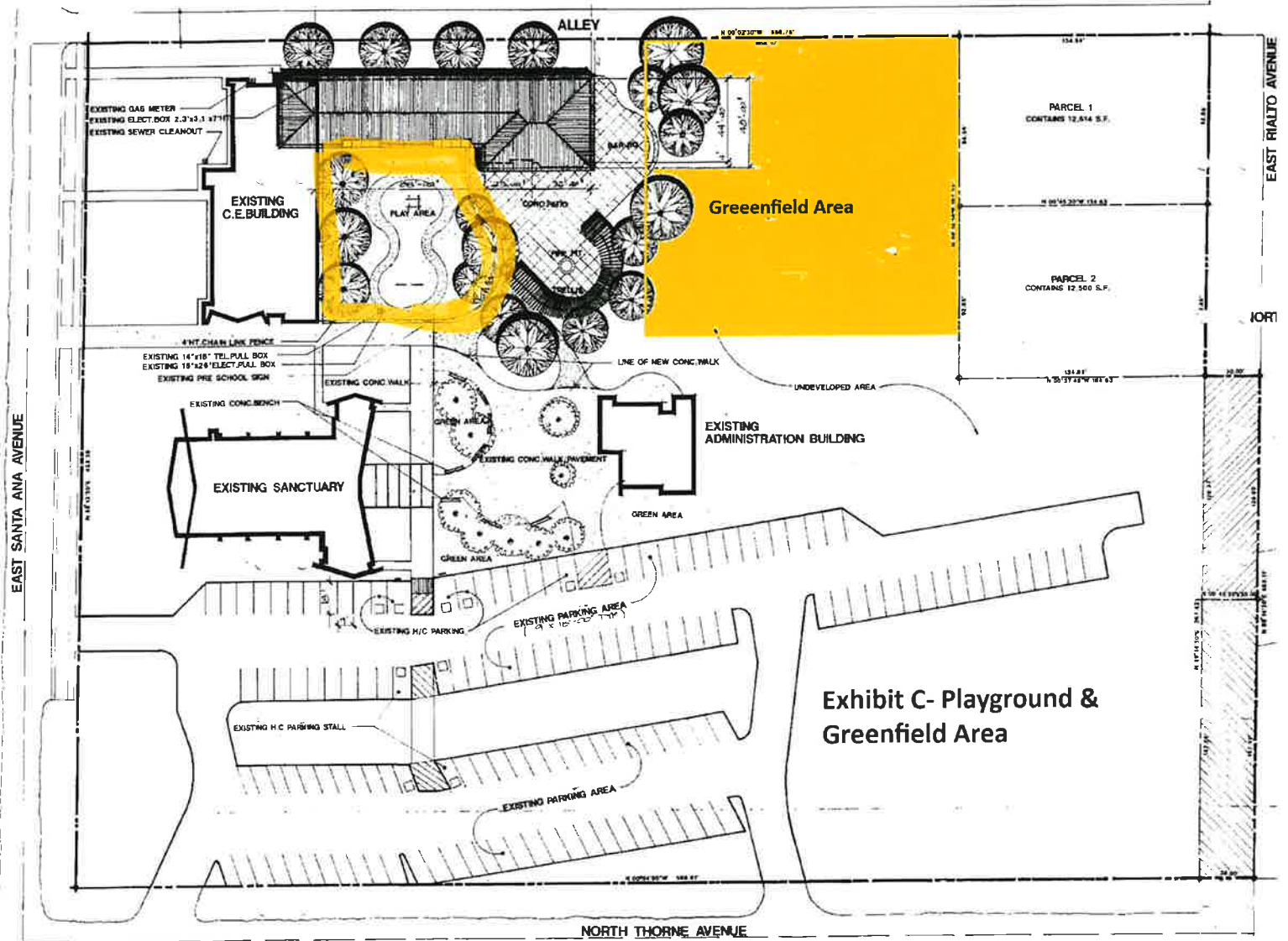
11. Lessor reserves the right to modify these rules and/or adopt such other reasonable and non-discriminatory rules and regulations as it may deem necessary for the proper operation of the parking area.

12. Such parking use as is herein provided is intended merely as a license only and no bailment is intended or shall be created hereby.

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Exhibit A - Storage Space Excluded from Lessee's Use





Greenfield Area

EXISTING C.E. BUILDING

EXISTING ADMINISTRATION BUILDING

EXISTING SANCTUARY

Exhibit C - Playground & Greenfield Area

NORTH THORNE AVENUE

EAST SANTA ANA AVENUE

EAST RIALTO AVENUE

PORT

ALLEY

EXISTING GAS METER
EXISTING ELECT. BOX 2.3'x3.1'x7'11"
EXISTING SEWER CLEANOUT

4" WT. CHAN. LINK FENCE
EXISTING 14"x16" TEL. PULL BOX
EXISTING 18"x24" ELECT. RAIL BOX
EXISTING PRE SCHOOL SIGN

EXISTING CONC. WALK

LINE OF NEW CONC. WALK

UNDEVELOPED AREA

EXISTING H/C PARKING

EXISTING PARKING AREA
14' x 16' H/C STALL

EXISTING PARKING AREA

PARCEL 1
CONTAINS 12,514 S.F.

PARCEL 2
CONTAINS 12,300 S.F.

PLAY AREA

CONC. DRIVE

CONC. DRIVE

GREEN AREA

GREEN AREA

GREEN AREA

GREEN AREA

GREEN AREA

GREEN AREA

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GREEN AREA

GREEN AREA

GREEN AREA

**Fireside Room
Non-Exclusive
Use**

**Classroom #1
Exclusive Use**

**Classroom #2
Exclusive Use**

**Classroom #3
Exclusive Use**

**Classroom #4
Exclusive Use**

**Exhibit B
Christian
Education
Building
Lessee's
Exclusive &
Non
Exclusive
Use**

SIGNAL AND COMMUNICATIONS PL.



MADE, AIA

SCHENWALD - OBA

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AFFIRMATIONS AND DECLARATION

As the authorized lead petitioner, I, Michael Cox, hereby certify that the information submitted in this petition for a California public charter school to be named Endeavor Charter School (the “Charter School”), to be operated by Western Sierra Charter Schools, and to be located within the boundaries of the Fresno Unified School District (“FUSD” or the “District”) is true to the best of my knowledge and belief; I also certify that this petition does not constitute the conversion of a private school to the status of a public charter school; and further, I understand that if awarded a charter, the Charter School will follow any and all federal, state, and local laws and regulations that apply to the Charter School, including but not limited to:

- The Charter School shall meet all statewide standards and conduct the student assessments required, pursuant to Education Code Section 60605, and any other statewide standards authorized in statute, or student assessments applicable to students in non-charter public schools. [Education Code Section 47605(d)(1)]
- Western Sierra Charter Schools (“WSCS”) declares that it shall be deemed the exclusive public school employer of the employees of Endeavor Charter School for purposes of the Educational Employment Relations Act. [Education Code Section 47605(c)(6)]
- The Charter School shall be non-sectarian in its programs, admissions policies, employment practices, and all other operations. [Education Code Section 47605(e)(1)]
- The Charter School shall not charge tuition. [Education Code Section 47605(e)(1)]
- The Charter School shall admit all students who wish to attend the Charter School, unless the Charter School receives a greater number of applications than there are spaces for students, in which case it will hold a public random drawing process to determine admission. Except as required by Education Code Section 47605(e)(2) and Education Code Section 51747.3, admission to the Charter School shall not be determined according to the place of residence of the student or of that student’s parents within the State. Preference in the public random drawing shall be given in accordance with Education Code Section 47605(e)(2)(B)(i)-(iv). In the event of a drawing, the chartering authority shall make reasonable efforts to accommodate the growth of the Charter School in accordance with Education Code Section 47605(e)(2)(C). [Education Code Section 47605(e)(2)(A)-(C)]
- The Charter School shall not discriminate on the basis of the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, including immigration status, or association with an individual who has any of the aforementioned characteristics). [Education Code Section 47605(e)(1)]
- The Charter School shall adhere to all provisions of federal law related to students with disabilities including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990 and the Individuals with Disabilities Education Improvement Act of 2004.

- The Charter School shall meet all requirements for employment set forth in applicable provisions of law, including, but not limited to credentials, as necessary. [Title 5 California Code of Regulations Section 11967.5.1(f)(5)(C)]
- The Charter School shall ensure that teachers in the Charter School hold the Commission on Teacher Credentialing certificate, permit, or other document required for the teacher's certificated assignment. The Charter School may use local assignment options authorized in statute and regulations for the purpose of legally assigning certificated teachers, in the same manner as a governing board of a school district . ~~Teachers employed by charter schools during the 2019–20 school year shall have until July 1, 2025, to obtain the certificate required for the teacher's certificated assignment.~~ [Education Code Section 47605(l) and ~~47605.4(a)~~]
- The Charter School shall at all times maintain all necessary and appropriate insurance coverage.
- The Charter School shall, for each fiscal year, offer at a minimum, the number of minutes of instruction per grade level as required by Education Code Section 47612.5(a)(1)(A)-(D).
- The Charter School shall meet or exceed the legally required minimum number of school days. [Title 5 California Code of Regulations Section 11960]
- If a pupil is expelled or leaves the Charter School without graduating or completing the school year for any reason, the Charter School shall notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including report cards or a transcript of grades, and health information. If the pupil is subsequently expelled or leaves the school district without graduating or completing the school year for any reason, the school district shall provide this information to the Charter School within 30 days if the Charter School demonstrates that the pupil had been enrolled in the Charter School. [Education Code Section 47605(e)(3)]
- The Charter School may encourage parental involvement, but shall notify the parents and guardians of applicant pupils and currently enrolled pupils that parental involvement is not a requirement for acceptance to, or continued enrollment at, the Charter School. [Education Code Section 47605(n)]
- The Charter School shall adhere to each of the conditions in Education Code Section 47605(e)(4)(A)-(D), including: (A) not discouraging a student from enrolling or seeking to enroll in the Charter School for any reason; (B) not requesting a student's records or requiring a parent, guardian, or student to submit the student's records before enrollment; (C) not encouraging a student currently attending the Charter School to disenroll or transfer to another school for any reason; and (D) providing a copy of the California Department of Education ("CDE") notice regarding the requirements in Education Code Section 47605(e)(4)(A)-(D) to a parent/guardian or student if the student is 18 years of age or older: (i) when a parent/guardian or student inquires about enrollment, (ii) before conducting an enrollment lottery, or (iii) before disenrollment of a student. [Ref. Education Code Section 47605(e)(4)(A)-(D)]

- The Charter School shall maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for audit and inspection. [Ref. Education Code Section 47612.5(a)(2)]
- The Charter School shall, on a regular basis, consult with its parents and teachers regarding the Charter School's educational programs. [Education Code Section 47605(d)]
- The Charter School shall comply with any applicable jurisdictional limitations to the locations of its facilities. [Education Code Sections 47605 and 47605.1]
- The Charter School shall comply with all laws establishing the minimum and maximum age for public school enrollment. [Education Code Sections 47612(b) and 47610]
- The Charter School shall comply with all applicable portions of the Elementary and Secondary Education Act (“ESEA”), as reauthorized and amended by the Every Student Succeeds Act (“ESSA”).
- The Charter School shall comply with the Public Records Act.
- The Charter School shall comply with the Family Educational Rights and Privacy Act.
- The Charter School shall comply with the Ralph M. Brown Act.
- The Charter School shall comply with Government Code Section 1090, et seq., as set forth in Education Code Section 47604.1.
- The Charter School shall comply with the Political Reform Act.
- The Charter School shall meet or exceed the legally required minimum number of school days. [Ref. Title 5 California Code of Regulations Section 11960]



Michael Cox, Executive Director, WSCS

EXECUTIVE SUMMARY

Endeavor Charter School, operated by Western Sierra Charter Schools, is a proposed TK-12 independent study, personalized learning public charter school that will convert WSCS's existing resource center into its own charter school. WSCS seeks to establish Endeavor Charter School in accordance with Education Code Section 47612.7(b)(1). The Charter School will utilize a facility that was originally utilized by Mountain Home School Charter and Glacier High School Charter, which was in operation prior to October 1, 2019. This facility was an "adjacent county" resource center, which will no longer be legally permissible for Mountain Home and Glacier to operate. WSCS wants to ensure the continued educational program of those students, and therefore is seeking an establishment charter school.

Endeavor Charter School respectfully submits this charter petition material revision request to the Fresno Unified School District, seeking to continue the important work of serving students in the District. This material revision is being submitted as the Charter School seeks to enter a lease at 50 E. Santa Ana, Fresno, CA 93704 which would allow the Charter School to improve the Charter School's operations specifically by moving the TK-6 program to its own space. This facility utilization plan is our intended strategy at this point. However, it may become necessary to utilize each facility in a different way based upon various circumstances that may arise in the future. The material revision would take effect only upon the successful completion of the lease.

The Endeavor Charter School program will be modeled from WSCS' two existing independent charter schools Mountain Home School Charter and Glacier High School Charter.

Endeavor Charter School will be committed to three foundational principles. First, parents are to be active leaders in their child's education. Second, each student's academic program is personalized to meet the needs of that individual student. Finally, Endeavor Charter School is committed to maintaining high expectations of excellence in both academic rigor and personal conduct for students, parents and faculty.

Endeavor Charter School will offer highly personalized educational plans for each student. We will provide independent study students and their families with four types of resources:

- Guidance and oversight of a student's educational plan will be provided by a professional, credentialed and experienced Advising Teacher. Each student and his/her parent/guardian will meet regularly with the Advising Teacher to review progress and assessments and plan upcoming curriculum and pacing. When applicable, a Special Education Teacher and/or Section 504 Coordinator will also be part of this educational plan.
- We will provide a wide variety of standards-aligned curriculum and learning materials. Our credentialed faculty will work with each student and his/her parent to design a standards-aligned educational program that meets the student's individual needs, including A-G approved courses. Endeavor Charter School will purchase the appropriate curriculum and will collaborate closely with each student/parent to develop curriculum pacing plans and expectations for student work.
- Site-based classes, enrichment activities and field trips taught and led by qualified staff and designed around our students' needs and interests.
- A forum and meeting place for independent study families to collaborate and exchange "best practices" with the guidance of credentialed, professional teachers and staff.

Endeavor Charter School will offer a unique educational option for students in Fresno and the surrounding Fresno communities. Based on enrollment at our existing schools, our model is appealing to a diverse

array of students: those who want to accelerate and deepen their learning beyond what is typically offered in site-based schools; students with special needs who would benefit from a home setting; those who have demands outside of school such as amateur rodeo, professional acting, music, dance, and family business/support; and those who simply have not excelled or felt they “belong” in a traditional school setting. Endeavor Charter School will offer broad and personalized curricular and instructional options to meet widely varying individual student needs.

ELEMENT A: THE EDUCATIONAL PROGRAM

“The educational program of the charter school, designed, among other things, to identify those whom the charter school is attempting to educate, what it means to be an ‘educated person’ in the 21st century, and how learning best occurs. The goals identified in that program shall include the objective of enabling pupils to become self-motivated, competent, and lifelong learners.” Ed. Code § 47605(c)(5)(A)(i).

“The annual goals for the charter school for all pupils and for each subgroup of pupils identified pursuant to Section 52052, to be achieved in the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, and specific annual actions to achieve those goals. A charter petition may identify additional school priorities, the goals for the school priorities, and the specific annual actions to achieve those goals.” Ed. Code § 47605(c)(5)(A)(ii).

“If the proposed charter school will serve high school pupils, the manner in which the charter school will inform parents about the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements. Courses offered by the charter school that are accredited by the Western Association of Schools and Colleges may be considered transferable and courses approved by the University of California or the California State University as creditable under the ‘A’ to ‘G’ admissions criteria may be considered to meet college entrance requirements.” Ed. Code § 47605(c)(5)(A)(iii).

I. ORGANIZATIONAL HISTORY, SCHOOL FOUNDERS, MISSION AND VISION

Endeavor Charter School, operated by Western Sierra Charter Schools, is a proposed TK-12 independent study, personalized learning public charter school that will convert WSCS’s existing resource center into its own charter school. WSCS seeks to establish Endeavor Charter School in accordance with Education Code Section 47612.7(b)(1). The Charter School will utilize a facility that was originally utilized by Mountain Home School Charter and Glacier High School Charter, which was in operation prior to October 1, 2019. This facility was an “adjacent county” resource center, which will no longer be legally permissible for Mountain Home and Glacier to operate. WSCS wants to ensure the continued educational program of those students, and therefore is seeking an establishment charter school.

The Endeavor Charter School program will be modeled from WSCS’ two existing independent charter schools:

- Mountain Home School Charter (“MHSC”), originally established in 1994 as the 63rd charter school authorized in California. MHSC is currently authorized by the Yosemite Unified School District in Madera County to serve the mountain community of Oakhurst and families looking for an alternative to the traditional K-8 seat-based schools.
- Glacier High School Charter (“GHSC”), also authorized by Yosemite Unified School District, was founded in 2002 for the purpose of creating a high school program similar in structure to the MHSC elementary program.

Western Sierra Charter Schools is committed to three foundational principles. First, parents are to be active leaders in their child’s education. Second, each student’s academic program is personalized to meet the needs of that individual student. Finally, WSCS is committed to maintaining high expectations

of excellence in both academic rigor and personal conduct for students, parents and faculty.

WSCS schools offer highly personalized educational plans for each student. We provide independent study students and their families with four types of resources:

- Guidance and oversight of a student’s educational plan is provided from a professional, credentialed and experienced Advising Teacher. Each student and his/her parent/guardian meet regularly with the Advising Teacher to review progress and assessments and plan upcoming curriculum and pacing. When applicable, a Special Education Teacher and/or Section 504 Coordinator will also be part of this educational plan.
- A wide variety of standards-aligned curriculum and learning materials: Rather than a prescribed “one size fits all” curriculum, or simply providing students/families with a budget to purchase their own chosen curriculum, our credentialed faculty work with each student and his/her parent to design a standards-aligned educational program that meets the student’s individual needs, including A-G approved courses. WSCS purchases the appropriate curriculum and collaborates closely with each student/parent to develop curriculum pacing plans and expectations for student work.
- Site-based classes, enrichment activities and field trips taught and led by qualified staff and designed around our students’ needs and interests.
- A forum and meeting place for independent study families to collaborate and exchange “best practices” with the guidance of credentialed, professional teachers and staff.

WSCS seeks to honor and recognize the unique gifts, skills, passions, and attributes of each student. Our personalized learning model is dedicated to developing individualized learning programs for each student with the intent to engage each student in the learning process in the most productive and meaningful way, and to optimize each student's learning potential and success. Our efforts are focused to help all students make substantial progress in meeting the appropriate standards-aligned academic skills in every area of necessary study.

A. ORGANIZATIONAL HISTORY

1. CURRENT PROFILE

Mountain Home School Charter is now in its 26th year of operations and fifth charter term. Glacier High School Charter is now in its 18th year of operations and fourth charter term. GHSC is fully WASC-accredited. 2017-2018 Enrollment Data:

MHSC has 351 students in grades K-8:

- 22% Hispanic/Latino,
- 69% White,
- 2% African American,
- 1% Asian,
- 45% Free/Reduced Price Lunch (“FRPL”),
- 1% English Learners (“EL”),
- 9% students with disabilities

GHSC has 120 students in grades 9-12:

- 28% Hispanic/Latino,
- 64% White,
- 1% African American,

- 0% Asian,
- 0% Free/Reduced Price Lunch,
- 0% English Learners,
- 8% students with disabilities

Both MHSC and GHSC have enjoyed years of demonstrated student success, academic growth and family satisfaction in the communities they serve.

2. NEW CHARTER

Building on this success and seeking to better serve Central Valley communities, Endeavor Charter School will operate in accordance with the Charter Schools Act of 1992, and consistent with the intent of the California Legislature “to provide opportunities for teachers, parents, pupils, and community members to establish and maintain schools that operate independently from the existing school district structure, as a method to accomplish all of the following:

- (a) Improve pupil learning.
- (b) Increase learning opportunities for all pupils, with special emphasis on expanded learning experiences for pupils who are identified as academically low achieving.
- (c) Encourage the use of different and innovative teaching methods.
- (d) Create new professional opportunities for teachers, including the opportunity to be responsible for the learning program at the school site.
- (e) Provide parents and pupils with expanded choices in the types of educational opportunities that are available within the public school system.
- (f) Hold the schools established under this part accountable for meeting measurable pupil outcomes, and provide the schools with a method to change from rule-based to performance-based accountability systems.
- (g) Provide vigorous competition within the public school system to stimulate continual improvements in all public schools.” (Ed. Code § 47601.)

B. FOUNDERS

Endeavor Charter School is being founded by an accomplished team of experts in educational leadership, charter school management and classroom instruction:

- Michael Cox, M.Ed., Executive Director, WSCS
- Eric Hagen, Co-Principal, Endeavor Charter School
- Nancy Garcia, Co-Principal, Endeavor Charter School
- Jody Jeffers, C.G.F.M., Chief Business Officer, WSCS

WSCS’ Board of Directors is composed of four parents from our schools, two teachers and a community member. The current board’s make-up includes experienced experts in education, business, and management. The Board Chair is Darin Soukup, Ph.D, who is the Director of the Oakhurst Community College Center.

The Founding Group and Board of Directors’ biographies are attached in [Appendix 1](#).

C. MISSION

Endeavor Charter School’s mission is to provide a valid TK-12 public education alternative via independent study with site-based classes and supports that will help students learn and grow to their potential and become responsible contributing community members. Endeavor Charter School will enable students to become literate, self-motivated, lifelong learners by providing a student-centered environment in which all students will be held to high academic and behavioral standards; work in collaborative relationships, both within and outside the school site/calendar; and perform service to the greater community.

D. VISION

The vision of Endeavor Charter School is to create a rigorous, dynamic and accountable learning community that is built upon voluntary association, parent leadership, personalized student learning, and high expectations. Endeavor Charter School will accomplish these complementary goals by providing all students and their parents with: experienced, credentialed teacher guidance and support; standards-aligned curriculum and instruction; ongoing, multiple modality assessments; and a large and growing inventory of high quality, standards-aligned instructional resources that offer both breadth and depth in curriculum and auxiliary materials. As a result, students will develop the skills necessary to become responsible lifelong learners who understand personal dedication and desire as the keys for success.

II. THE STUDENTS ENDEAVOR CHARTER SCHOOL WILL EDUCATE

A. TARGET STUDENT POPULATION

Endeavor Charter School will offer a unique educational option for students in Fresno and the surrounding Fresno communities. Based on enrollment at our existing schools, our model is appealing to a diverse array of students: those who want to accelerate and deepen their learning beyond what is typically offered in site-based schools; students with special needs who would benefit from a home setting; those who have demands outside of school such as amateur rodeo, professional acting, music, dance, and family business/support; and those who simply have not excelled or felt they “belong” in a traditional school setting. Endeavor Charter School will offer broad and personalized curricular and instructional options to meet widely varying individual student needs.

1. PROJECTED ENROLLMENT

Endeavor Charter School intends to open in August 2020 with approximately 254 students in grades TK-12. (See Element G for detailed outreach and recruitment plans.) Like our two existing schools, we will hold enrollment lotteries when demand exceeds capacity. (See Element H for lottery/admissions details.)

While we cannot with 100% accuracy predict enrollment for each year, for purposes of planning our budgets and operations conservatively, the following are our enrollment projections for the term of this charter. Note: This five year ADA projection is based on our most conservative (no growth) projection for budgetary purposes. The ADA reflected in this table is the current ADA of our resource center plus our waiting list. Our goal is to demonstrate in the five-year projected budget that Endeavor is fiscally viable even with a no enrollment growth projection. Our present facilities could accommodate a total number of 308. We anticipate hitting that enrollment number by the end of Endeavor’s five-year initial charter term.

	2020-21	2021-22	2022-23	2023-24	2024-25
TK-3rd Grade	94.08	94.08	94.08	94.08	94.08
4th-6th Grade	69.58	69.58	69.58	69.58	69.58
7th-8th Grade	36.26	36.26	36.26	36.26	36.26
9th-12th Grade	49	49	49	49	49
TOTALS	248.92	248.92	248.92	248.92	248.92

Projected Enrollment in FY 2025-26 is 338. For FY 2026-27 it increased by 33 to a total of 371. Of these 33 additional students we estimate that 14 will come from a population that resides within FUSD boundaries. Projected Enrollment for FY 2027-28 is increased by 44 to a total of 415. Of these 44 additional students we estimate that 18 will come from a population that resides within FUSD boundaries. This enrollment increase is necessary for two reasons. The first reason is to service a portion of our existing waitlist. The second reason is to cover the costs of the additional facility. These enrollment projections seem reasonable given our Waitlist/Lottery list for 2025-26 was 159 over the lottery time period. Please see the chart for Grade Span Enrollment and ADA projections.

ADA	2025-26	2026-27	2027-28
TK-3rd Grade	76.05	86.78	94.58
4th-6th Grade	57.53	64.35	71.18
7th-8th Grade	82.87	91.65	103.35
9th-12th Grade	113.10	118.95	135.53
TOTALS	329.55	361.73	404.63

Enrollment	2025-26	2026-27	2027-28
TK-3rd Grade	78	89	97
4th-6th Grade	59	66	73
7th-8th Grade	85	94	106
9th-12th Grade	116	122	139
TOTALS	338	371	415

III. ENDEAVOR CHARTER SCHOOL WILL PREPARE STUDENTS TO BE EDUCATED CITIZENS IN THE 21ST CENTURY

To be an educated person in the 21st century, a person must first have the foundational skills and knowledge detailed in the California Content Standards, including Common Core State Standards (“CCSS”), Next Generation Science Standards (“NGSS”), English Language Development (“ELD”) Standards, and History-Social Science Content Standards (hereinafter, collectively “State Standards”), including the ability to proficiently read, write, speak, and listen; the ability to compute and analyze mathematical concepts; historical knowledge and the ability to investigate and engage in the scientific process and understand the scientific properties of the world in which we live. As increasingly recognized in revised state standards, *thinking* skills are critically important: creative thinking, problem solving, reasoning and logic skills and considering problems and issues from different perspectives. At WSCS, we also believe personal qualities are important for 21st century success in college and career: personal responsibility, self-discipline, goal orientation, personal humility, commitment to truth, conviction of right and wrong, and love and respect for others.

At Endeavor Charter School, beyond core academic skills and knowledge, students will develop skills that will enable them to pursue their own path of learning and live a healthy and productive adult life, including:

- Study skills and habits: note-taking, research skills and study strategies; reflect on and evaluate one's own and others' learning;
- Management skills: the ability to plan, initiate, and complete a project, including managing resources of time, money, materials, and space.
- Interpersonal skills: collaborate with teams, be able to both teach and learn from others, be both a leader and a team player, work well with people from different backgrounds.
- Risk and determination: the understanding that taking risk is necessary to accomplish goals, the wisdom to gauge appropriate risk, the determination to persevere through difficulties over time to achieve a desired goal, confidence to learn from failure, improve and press on.
- Information Management: acquire, evaluate, maintain, organize and revise data, interpret and communicate effectively in different contexts, use technology fluently to acquire, process, store and assess information.
- Technology Skills: select appropriate equipment and tools for the task at hand, apply technology to specific tasks, maintain and troubleshoot technologies.
- College and Career Readiness: college applications, financial aid forms, developing resumes, workplace conduct, career planning, internship skills.
- Strong citizenship and leadership skills: volunteerism, student government, social impact work.
- Personal financial management skills: budget development, balancing checkbooks.

IV. HOW LEARNING BEST OCCURS

Our Personalized Learning model reflects our commitment to developing a program that enables and sustains a student's and parent's choice and individual needs. Our approach provides the format for our initial schoolwide learner outcomes (SLOs), and is guided through an evaluation of our application of State Standards and critical growth needs.

Endeavor Charter School will adopt clearly defined SLOs and broad-based educational goals for all students. We use the acronym "ACTS" to demonstrate what students will seek to achieve:

ACTS – "Endeavor Charter School students will become:"

Academic Achievers who...

Plan for their future by establishing goals and action plans and regularly reflect on their own progress.

Demonstrate age/grade-level proficiency in literacy, mathematical, scientific and history/social studies, as well as the arts.

Communicators who...

Communicate effectively in a variety of contexts by using appropriate oral and written skills.

Obtain information, process it critically and respond appropriately.

Thinkers who...

Consider, evaluate, discern, and deduce knowledge with accuracy and logic.

Utilize a historical and informed understanding to develop their perspectives.

Self-Sufficient Individuals who...

Learn independently and act as self-motivated, responsible learners. Take wise risks, set personal goals and persevere over time to accomplish goals. Take individual responsibility for their lives and actions. Adopt an attitude of personal gratitude and humility.

The core of our instructional program is the focus on **personalized, differentiated instruction** that is self-directed (with parent/family support and supervision) with customized supports to meet each student's needs and goals. Students in our independent study model learn *how* to learn by giving them the training to take initiative for their own learning experiences and access higher level thinking skills. Personalized curriculum resources (text and online), hands-on activities (both site-based and independent) and a variety of different approaches ensure that students are working at their full potential. As learning progresses, scaffolds are gradually removed so that students eventually are able to demonstrate comprehension independently.

Each student at Endeavor Charter School will have a **Personal Learning Plan ("PLP")** formed in a collaboration between the student, his/her parent/guardian, his/her Advising Teacher(s), as well as a special education specialist and/or EL Coordinator when applicable. An Advising Teacher will serve as the primary point of contact for each student, with additional subject-matter teachers providing guidance and consultation on their specific subject area. PLPs will include specific goals for each semester of school across all subjects. The PLP will specify curriculum to be used, curriculum pacing, and assessments that will be given to demonstrate mastery of the standards-aligned content for each subject area/course. The PLP will guide each student's academic progress through independent study and site-based instruction and support.

We believe that learning best occurs when students are expected to meet high standards for achievement and are supported in their learning with an individualized approach that rejects the notion that "one size fits all." In order to help all students meet our high expectations, the parent and Advising Teacher will clearly communicate those expectations, and then provide appropriate, individualized support to achieve the stated goals, and meaningful opportunities for students to demonstrate their accomplishments and successes. Instruction at Endeavor Charter School starts first with an understanding of the essential skills, goals and objectives we are trying to achieve, based on State Standards. Students will be offered challenging work that requires critical thinking and the ability to articulate one's ideas. When students are struggling, parents and advising teachers will not lower their expectations, but instead will find creative new ways to ensure students master the content, skills and attributes detailed in the PLP, including, as needed, intervention plans for specific students. As noted psychologist Lev Vygotsky described in *Mind in Society: The Development of Higher Psychological Processes*, the key to a learning experience within a student's zone of proximal development is "problem-solving under adult guidance or in collaboration with more capable peers." The personalized learning model of Endeavor Charter School is scaffolded and differentiated for each individual student in order to ensure all students achieve academic growth.

As a relatively small school with much of the learning taking place at home under the guidance of a supported parent, as well as small class sizes for site-based learning, every student is known far better by their teachers than in a traditional setting in which one teacher may have dozens or perhaps a hundred students each day. We believe learning best occurs when a student is known by a group of committed educators. A high interest curriculum tailored to each student's needs, positive teacher guided feedback, a non-threatening environment and an atmosphere that promotes self-reflection is essential to a true learning experience. As John Dewey wrote decades ago, "Education should be child centered; we should begin planning the lesson by looking at where the child is developmentally." (Dewey, *Experience and*

Education, 1938.) With just 270 students initially at Endeavor Charter School, every student will be personally known by several caring, attentive adults, most notably their own parent at home.

We work to ensure that our students' learning is connected to their "real world"; in other words, in the context of their own experience. We work with students and their parents to engage their natural curiosities, integrate subjects in practical and meaningful ways, and help students define their own inquiries. If what students know and believe is not engaged, learners may fail to grasp the new concepts and information that are taught, or they may learn for purposes of a test but not be able to apply them elsewhere, reverting to their preconceptions outside the classroom. This means that teachers must understand what students are thinking and how to connect with their prior knowledge if they are to ensure real learning." (Darling-Hammond, 2008.) Through our personalized learning model and with the support from their Advising Teacher, students will have autonomy to self-select reading, writing and other learning, and control the time and place where most of their learning occurs. The model inherently demands that students take responsibility for their own learning via self-motivation, self-reflection and self-assessment. This with a thorough system of comprehensive support, will ensure each student develops this responsible autonomy in a meaningful and productive way.

V. ENDEAVOR CHARTER SCHOOL WILL ENABLE STUDENTS TO BECOME SELF-MOTIVATED, COMPETENT AND LIFELONG LEARNERS

Endeavor Charter School will enable students to become self-motivated, competent, lifelong learners by facilitating independent learning that is engaging, supportive, and worthwhile, helping them develop an authentic love of learning that continues far beyond high school. Our program has been carefully designed to develop students to be self-motivated and competent, who view *themselves* as lifelong learners. Research has found that three elements are needed for students to be self-motivated: autonomy, mastery, and a sense of purpose. (Pink, 2010.) Through our student-centered, personalized learning program (autonomy), students come to understand that they can achieve and they can experience the rewards and confidence that come with achievement (mastery). As students develop confidence in their own abilities they approach learning enthusiastically, for their own benefit and the benefit of others (purpose), fostering an authentic *self-motivation* to learn.

Through diverse assessments, our teachers will ensure that learning objectives are met by students. During each PLP meeting, students will continuously be asked to reflect on their own learning, helping them gain understanding of the way they learn best. Students who can effectively express how they learn best can "own" their education and be successful and enthusiastic life-long learners. Perhaps most importantly, beyond mastering specific skills and facts, students will learn *how* they learn best. As students actively participate in their own learning and even the design of their own learning plans they see the relevance and applications of their education to their daily lives. Thus, well beyond the mastery of specific skills and knowledge, students will develop a lifelong ability to continue to learn. Students at Endeavor Charter School will develop a solid foundation that will serve them well in college, careers, and beyond.

VI. CHARTER SCHOOL GOALS AND ACTIONS TO ACHIEVE THE EIGHT STATE PRIORITIES

Please see the section “Goals, Actions and Measurable Outcomes Aligned with the Eight State Priorities” in Element B of the charter for a description of the Charter School’s annual goals to be achieved in the Eight State Priorities schoolwide and for all pupil subgroups, as described in Education Code Section 52060(d), and specific annual actions to achieve those goals, in accordance with Education Code Section 47605(c)(5)(A)(ii).

VII. INSTRUCTIONAL DESIGN

Endeavor Charter School will offer a unique model for learning that blends extensively supported personalized learning with supplemental and comprehensive resources for student support which includes but is not limited to: wide variety of curriculum texts, a vast collection of online classes and instruction, site-based classes, labs, workshops, tutoring, community-based learning experiences, extracurriculars, dual Enrollment in community college and other services. Students will have the option to work independently and/or online on their courses each day with parental oversight or on-site at our learning center, attend on-campus classes and/or concurrently enroll in local community college courses. Each day’s work assignments are standards-aligned and based on published texts and curriculum, with clear learning objectives defined (more on the curriculum is included in the next section below).

Endeavor Charter School believes that incorporating and empowering parents within the educational process is critically important, and is an essential part of how we operate as a charter school. The parents’ priorities, their leadership and their daily hands-on involvement are essential to the progress and success of each student. This involvement is guided by a credentialed “Advising Teacher” who has been trained as a student academic advisor, counselor, and curriculum specialist. The Advising Teacher works closely with both the student and the parents through frequently scheduled meetings. The Advising Teacher serves as an instructor, guide and counselor for the student’s entire learning program. This provides great continuity for the student’s overall educational program. The Advising Teacher ensures that each student’s learning needs are assessed appropriately, that their goals are both rigorous as well as reasonable and that the student is progressing toward their personalized learning goals.

This personalized learning methodology is implemented in a variety of ways. Students at Endeavor Charter School are provided with options for State Standards aligned direct instruction in Mathematics, Science, Social Studies, English/ Language Arts, Fine Art, and Foreign Language. Students also are given high quality CCSS-aligned curriculum and instructional materials, which students utilize independently. Endeavor Charter School will provide a multiple measures approach in assessing every student. Each student’s progress is continually monitored through a variety of assessments. This information is regularly evaluated by the Advising Teacher during PLP meetings. This frequent monitoring of progress shapes the student’s personalized learning plans.

Students and their parents meet with their Advising Teacher on a regularly scheduled basis, at least once every twenty school days. At this meeting the student’s learning objectives are established for the next learning period, assignments are given, the student’s completed work is reviewed and assessed by the Advising Teacher, the parent is provided guidance as needed, intervention plans are created when applicable and the student is provided tutoring. At the beginning of the school year each student is assessed with a State Standards- aligned assessment program. Currently WSCS charter schools are using

the Northwest Evaluation Association (“NWEA”) or Let’s Go Learn assessment programs, but Endeavor will continue to evaluate which benchmark tests we use based on our students' needs. The assessment results, as well as the Advising Teacher’s input, help guide the student’s academic program for the year.

The primary elements of our instructional program include:

1. Master Agreement/Independent Study Compliance
2. Personal Learning Plan/Personalized Learning
3. Site-Based and Online-Based Courses and Support
4. Community- and College-based learning opportunities
5. Extracurricular/Enrichment Opportunities

A. MASTER AGREEMENT/INDEPENDENT STUDY COMPLIANCE

At Endeavor Charter School, students will have varying curriculum (and in upper grades, courses) and on-site schedules personalized to meet their individual needs. As an independent study school, students benefit from greater flexibility and are able to utilize their time in areas such as: taking college classes, pursuing and developing their own interests, business internships and greater depth of studies beyond traditional schools. Each student’s education team, (student, parent, Advising Teacher and as appropriate, additional personnel such as a Special Education (“SPED”) Teacher or EL Coordinator) will design the student’s annual **Master Agreement** (“MA”). Additionally, each semester, this team develops the student’s **Personal Learning Plan**, which adapts to the students’ needs to ensure his/her success in meeting both short and long term academic and personal goals.

Each student is assigned to an Advising Teacher who then is that student’s main point of contact and academic guidance, subject-specific credentialed teachers also provide guidance, curriculum advice, site-based instruction, tutoring, assessment review and more for each student. Having a single primary point of contact provides excellent continuity for the student’s overall educational program. The Advising Teacher ensures that each student’s learning needs are assessed appropriately, that their goals are both rigorous as well as reasonable and that the student is progressing towards their personalized learning goals.

Each student’s PLP includes a personalized schedule of independent study classes, assigned site-based classes, online classes, workshops, labs, enrichments/extracurriculars and check-ins with their Advising Teacher and, for secondary grades, additional subject/course teachers based on that student's needs and interests. All students will have continuous contact with each of their teachers (one-on-one, in class or lab, by email, phone, conference, and/or online) as specified in the WSCS Board Policy and in accordance with Education Code Section 51749.5(a)(7)(A): “Certificated employees and each pupil shall communicate in person, by telephone, or by any other live visual or audio connection no less than every twenty school days to assess whether each pupil is making satisfactory educational progress.” Teachers will provide needed instruction, adequately judge student progress, and make appropriate modifications. The frequency of student-teacher meetings may be increased as needed throughout each term, based on individual student needs.

As required by California law, the Independent Study Master Agreement for each student will include the following:

- The manner, time, frequency, and place for submitting a pupil's assignments, ~~and for reporting his or her~~ **the pupil's progress, and for communicating with a pupil's parent or guardian regarding a pupil's academic progress.**
- The objectives and methods of study for the pupil's work, and the methods utilized to evaluate that work.
- The specific resources, including materials and personnel, that will be made available to the pupil. **These resources shall include confirming or providing access to all pupils to the connectivity and devices adequate to participate in the educational program and complete assigned work.**
- A statement of the policies adopted pursuant to subdivisions (a) and (b) regarding the maximum length of time allowed between the assignment and the completion of a pupil's assigned work, **the level of satisfactory educational progress,** and the number of missed assignments allowed before an evaluation of whether or not the pupil should be allowed to continue in independent study.
- The duration of the independent study agreement, including the beginning and ending dates for the pupil's participation in independent study under the agreement. No independent study agreement shall be valid for any period longer than one school year.
- A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the pupil upon completion.
- **A statement detailing the academic and other supports that will be provided to address the needs of pupils who are not performing at grade level, or need support in other areas, such as English learners, individuals with exceptional needs in order to be consistent with the pupil's individualized education program or plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794), pupils in foster care or experiencing homelessness, and pupils requiring mental health supports.**

The inclusion of a statement in each independent study agreement that independent study is an optional educational alternative in which no pupil may be required to participate. In the case of a pupil who is referred or assigned to any school, class, or program pursuant to Section 48915 or 48917, the agreement also shall include the statement that instruction may be provided to the pupil through independent study only if the pupil is offered the alternative of classroom instruction.

Before the commencement of independent study, the Independent Study Master Agreement is completed and signed by the student, parent, Advising Teacher and **the certificated employee designated as having responsibility for the special education programming of the pupil, as applicable.** ~~all other persons directly responsible for the student's education.~~ A student who is 18 or older may enroll and sign their own Master Agreements. The Principal of Endeavor Charter School oversees scheduling and compliance reporting for all Master Agreements.

At least once every 20 school days, each student with their parent will meet one-on-one with his/her Advising Teacher, who will monitor his/her progress in meeting the terms of the Master Agreement. Monitoring and coordination of the Master Agreement will be done by the assigned Advising Teacher

during the scheduled PLP meetings. During this mandatory meeting, students will review assignments and assessments completed (online and onsite), pacing and completion of objectives detailed in their MA and PLP.

Onsite class schedules are developed and students enroll for those classes each semester. Onsite classes are part of a menu of academic services and options that Endeavor Charter School will make available to students. Students, with their parent and Advising Teacher, choose the classes which they need or are interested in. All onsite classes are taught by qualified instructors.

Student progress is measured by a variety of assessments, both formal and informal, including tests, quizzes and essays, along with discussion of school work and assignments with Advising Teachers. Many of these assessments are administered online, while others are graded and reviewed by teachers. Advising Teachers discuss grades and progress during scheduled PLP meetings. If there is limited or no progress, Advising Teachers discuss with the student and parents/guardians ideas for improvement and suggest options to create better study habits in order to achieve success.

Endeavor Charter School will comply with all legal requirements for independent study, to assign attendance credit, using the time value method of attendance accounting outlined in Education Code Section 51747.5(b). If a student becomes or is in risk of becoming non-compliant either by missing appointments, classes, workshops, or assigned student work, **or is not making satisfactory educational progress**, the Advising Teacher will **commence tiered reengagement and** schedule a meeting with the student, his/her parent, principal and any other appropriate teachers (i.e. of the class in which assignments were missed) to discuss the student's compliance with the requirements of the independent study program. Students will have up to 20 days to submit work from the time it is assigned in the Master Agreement. As necessary, the Advising Teacher will arrange a Student Study Team ("SST") meeting with parents/guardians, Section 504 Coordinator as well as the SPED Support Teacher or other teachers to evaluate further student supports or accommodations. Appropriate interventions may be arranged such as tutoring, attendance in study skills workshops, Section 504 Plan accommodations, SPED evaluation or other supports.

If the student continues to miss assignments or meetings, the Advising Teacher will discuss with the student and parent whether the student's goals need to be modified and whether the student is able to meet the requirements of the independent study program. Students who choose to transfer to another school will be processed like any site-based transfer student. Paperwork is completed by Endeavor Charter School administrators or registrar, and includes information about the school the student plans to attend, the reason why the student is leaving as required by CALPADS, and a signature by the parent (or the student if the student was an adult when first enrolled). The student is expected to return all textbooks, tablet computer and school materials, and an official transcript is issued.

Independent Study Assurances

Endeavor Charter School shall comply with all applicable independent study laws including, but not limited to, Education Code Sections 51744 *et seq.*, 47612.5, 47634.2; and Title 5, California Code of Regulations, Sections 11700-11705 and 19850-19854. These laws require, among other things, that Endeavor Charter School shall operate pursuant to an adopted independent study Board policy; each student will have a Master Agreement; and Endeavor Charter School must file for a funding determination as a condition of funding. The Endeavor Charter School shall maintain written contemporaneous records that document all student attendance. These records shall be made available for audit and inspection. Endeavor Charter

School will receive an annual, independent audit of student records conducted by a state-approved certified public accountant. Records are kept for a minimum of three years pursuant to Education Code Section 51747(b), which states: "A written record of findings of any evaluation made pursuant to this subdivision shall be treated as a mandatory interim pupil record. The record shall be maintained for a period of three years from the date of the evaluation and, if the pupil transfers to another California public school, the record shall be forwarded to that school."

Attendance Accounting and ADA Ratios

- a. Charter schools must use the time value method of attendance accounting. Education Code Section 51747.5(b)
- b. Charter schools must keep a daily or hourly attendance credit register, as appropriate to the program in which the pupils or adult education students are enrolled, separate from classroom attendance records, and maintained on a current basis as time values of pupil or adult education student work products are personally judged by a certificated teacher, and reviewed by the supervising teacher if they are two different persons. (5 CCR § 11703(b)(4).)
- c. Education Code Section 47612.5(a)(2) states that charter schools must "Maintain written contemporaneous records that document all pupil attendance and make these records available for audit and inspection." A "daily engagement log" (tracking each student's daily engagement in educational activities for each day school is in session) is required by 5 CCR 11960.
- d. Education Code Section 51747.5(b)(2)(A)(ii) states that "pupil work products may include the daily time value spent by a pupil engaged in asynchronous instruction, including work completed on an online or computer-based instructional activity, regardless of whether pupil work products are produced, if the computer program documents pupil participation. The local educational agency shall maintain documentation of hours or fraction of an hour of both pupil work products and the time that the pupil engaged in asynchronous instruction."

The ratio of average daily attendance ("ADA") for independent study pupils to full-time equivalent ("FTE") certificated employees responsible for independent study is not to exceed the equivalent ratio of ADA to FTE certificated employees for all other (non-independent study) educational programs (referred to as the comparative ratio). For charter schools, that is the prior year ratio for all other non-independent study, educational programs of the largest unified school district in the county or counties in which they operate, or a fixed ratio of 25 to 1 pursuant to Education Code Section 51745.6(d) and California Code of Regulations, Title 5, Section 11704.

B. PERSONALIZED LEARNING PLAN/PERSONALIZED LEARNING

In addition to the Independent Study Master Agreement, which focuses on compliance with the Education Code Independent Study requirements, the Personalized Learning Plan is created to forecast, document and revisit the student's academic and personal goals. The PLP brings the student, parent and Advising Teacher together in a formalized relationship for the sole purpose of planning, implementing, assessing and adjusting the student's educational program. This documented process includes frequent, regularly scheduled meetings of the parent, student and Advising Teacher, assessment of the student's academic strengths and weaknesses, development of a curricular and instructional plan tailored to the student, ongoing monitoring and collection of student work and adjustment to meet the student's needs. The PLP

process is a thorough, formal but personal system that meets each student’s academic needs in a very precise, individual and responsive way.

At Endeavor Charter School, “personalized learning” specifically means a unique blend of classroom and non-classroom based public education that is tailored to the needs and interests of each individual student and incorporates the leadership of the parent. At Endeavor Charter School students and their parents are provided a variety of high quality curricular options. We set before them the standards-aligned educational goals and work cooperatively with them in creating customized learning plans that best reach those goals.

The PLP team selects from a wide variety of approved curricular materials for each subject including vast supplementary resources. Additionally, online resources such as Edgenuity and Rosetta Stone are available to students. These online resources, like our textbooks, offer comprehensive curriculum and instructional delivery, aligned to both state and national content standards.

Interactive and media-rich experiences are designed to engage each student at their proficiency level with customization to meet the students who are below, at, or above grade level. Each provides real-time data for parent and Advising Teachers to monitor each student’s progress against standards, track growth, identify learning patterns and the need for any supplemental support or remediation. The online platform “dashboard” makes it easy for students to track their own progress and reflect upon their own learning. Additional interactive, online learning tools are used at every grade level including but not limited to: Lexia Reading Core 5, Learning Ally, and Think Central’s digital resources aligned to our state-adopted math and ELA curriculum, Khan Academy and ALEKS. Students have 24/7 access to their curriculum and assignments. They receive feedback in real-time for submitted work, both through automatically graded online assessments and through Advising Teacher feedback from Endeavor Charter School faculty. Students proceed at their own pace through assignments, accelerating or slowing down as needed to master the content. Endeavor Charter School will provide Chromebooks to all students to ensure they have 24/7 access to all curriculum and assessments.

At the high school level, students have the opportunity to be part of the “High School Enrichment Community College Program”. Beginning the summer after a student’s sophomore year, students can start taking two classes per term (summer, fall, spring). Each 3-4 unit college class receives 10 high school credits. Students must have a GPA of 2.5 or higher to participate and must be current in all Endeavor Charter School work. The student’s Advising Teacher or Academic Guidance Counselor, and the Principal must authorize the student’s course selection in advance.

Our varied curricular offerings are designed to serve pupils of diverse learning needs, ability, and backgrounds. Our curriculum gives students opportunities to build independent study and time management skills and allow for greater parental involvement, and direct pupil decision making participation. Our personalized learning model blends learning environments both within and beyond the classroom, including on-site classes, home-based instruction, online instruction, and community-based instruction.

Endeavor Charter School’s personalized model of instruction is designed to ensure:

- 1) Each student is held to high standards and has access to rigorous curricula and quality instruction that is intellectually challenging.
- 2) All students have access to qualified certificated personnel.
- 3) Instructional resources support State Standards and are culturally, linguistically and

developmentally appropriate for every student.

- 4) All high school students have access to the core curriculum that is aligned with the UC/CSU A-G requirements.
- 5) Teachers maintain high expectations for the learning of rigorous content, differentiate instruction for varied learning styles and varied ability levels, and provide students multiple opportunities to learn and demonstrate their learning.
- 6) Students have opportunities to select and be placed into academically appropriate courses reflective of their abilities and needs.
- 7) Students are encouraged to challenge themselves with a variety of learning experiences and within a variety of learning contexts.
- 8) Educators understand and apply strategies for closing the opportunity and achievement gaps.
- 9) All students have access to learning paths that support post-secondary options of looking at colleges and careers.

C. SITE-BASED CLASSES, LABS AND WORKSHOPS

In addition to self-directed learning with one-on-one check-ins with Advising Teachers, students will have the opportunity for a large variety of site-based learning opportunities.

For grades K-12, we offer a variety of site-based classes. Below are some examples that include, but not limited to, the class offerings.

Kindergarten and 1st grade Variety Class: This is a theme-based class where all activities are designed around a science topic. Students learn to interact with their classmates as they discover concepts through literature, technology, drawing, crafts, writing, speaking, role-play, interactive poetry, music, and games. In addition, Kindergarten and 1st grade students are able to participate in a full-immersion Spanish class and learn introductory concepts of music.

2nd-8th Grade Class Offerings: Writing and Technology, Music, Spanish (full immersion as a second language), Critical Thinking in Mathematics, Science, Technology, Engineering, and Math (“STEM”) classes such as Science Standards for 5th and 8th Grade, Lego Robotics, Underwater Remotely Operated Vehicles (“ROV”), Language Arts such as Reader’s Theater, Literacy Through Arts and Puppetry, California History, and United States History.

9th-12th Grade Class Offerings: Integrated Math (“A to G”-approved) 1, 2, 3, Biology (“A to G”-approved), Chemistry (“A to G”-approved), Physics (“A to G”-approved), Spanish & French Support for “A to G” Online Courses, Underwater ROV, Student Leadership (“A to G”- approved), Studio Art (Silk Painting, Mosaic, Glass Painting), Integrated Drawing (“A to G”-approved), Art 1,2 and 3 (“A to G-approved), Personal Finance (“A to G” – approved), Choir, Graphic Design, High School Composition and Language Arts, Personal Finance, Career Technical Education (“CTE”) Pathway in Computer Information Support Services (Advanced Placement (“AP”)) , Music, World History (“A to G”-approved), U.S. History (“A to G”-approved), Graphic Design and Yearbook. We also offer all high school students tutoring sessions to support their academic success.

In addition to onsite academic offerings, Endeavor Charter School will offer enrichment and extracurricular activities such as Associated Student Body, Academic Decathlon, Academic Pentathlon, community service projects, various field trip opportunities and college campus tours.

Many of our students are significantly involved with their own extra-curricular personal pursuits. In fact, as demonstrated in parent surveys, a significant and increasing percentage of our students come to Endeavor Charter School particularly looking for flexibility to participate in competitive dance troupes, international studies, amateur rodeo, professional acting, specialized pursuits in education, musical involvement and family businesses. With these elements in mind, Endeavor Charter School keeps a keen focus on our unique educational mission, which is to provide broad and personalized curricular and instructional options to each student and family to best suit their context.

VIII. TEACHING METHODOLOGIES

The State Standards and the frameworks for instructional design are used in selecting primary instructional textbooks and resources as well as in lesson plan creation. Some of the “student centered” instructional approaches include collaborative projects, critical thinking problems and solutions, communication and public speaking opportunities and creativity in completing project-based learning projects. Differentiated instructional approaches, such as assigning open-ended projects using technology for lesson delivery and group collaboration. Self-directed labs and classroom activities are used to meet the needs of students’ various learning styles and abilities.

Parents will use a variety of teaching methodologies with their children, ranging from explicit, direct instruction, online interactive learning and project-based/hands-on learning. Because of the “one on one” nature of personalized, parent lead education, our students are instructed and engaged in their learning to mastery. This is, of course, one of the great strengths and advantages of our personalized learning method. Students are not left behind as the instructional information continues to flow by them. Rather, they may move ahead or work at a different pace, according to their understanding.

A. CORE SUBJECT DESCRIPTIONS & INSTRUCTION

Endeavor Charter School will fully implement the State Standards in order to provide effective, appropriate instruction for all students. Endeavor Charter School will provide curriculum, instruction, and assessments that are focused on knowledge, skills and understanding the State Standards. Course offerings reflect our current student needs and staffing. These may change to better adapt the changes in our program.

Listed below is a description of each subject area, divided into K-8 and 9-12 sections.

INSTRUCTIONAL MATERIALS AND RESOURCES

1. ENGLISH LANGUAGE ARTS

Grades K-8

The elements of the ELA/ELD programs are aligned to the four strands of the *CCSS in English Language Arts* and incorporate the four strands of Reading, Writing, Listening and Speaking. The curriculum will be based on state adopted textbooks, State Standards-aligned online programs, approved reading lists, and teacher-created curricula using a variety of resources to enhance student learning. We provide State Standards-aligned curriculum from the state adopted lists as well as other curriculum resources that serve to complement and meet the needs of our students. Supplemental materials include leveled readers and phonics materials, nonfiction and current events news subscriptions, writing, grammar, and spelling

programs. All teachers will emphasize close reading of fiction and informational text, aligned with grade level expectations in the standards.

Beginning in kindergarten, students listen to stories and informational text and begin learning research strategies, completing short written responses to demonstrate their comprehension. As students advance in reading levels, they both listen to and read a variety of texts, and learn to use reading comprehension strategies (predicting, connecting, questioning, monitoring, clarifying, summarizing, inferring and visualizing) in concert to analyze, evaluate, and interpret what they read. Books are organized by reading levels to facilitate targeted instruction based on the needs of the individual students. Parent and Advising Teachers use a diversity of print and digital sources so that students integrate and evaluate content, visually and quantitatively, as well as in words.

Systematic instruction is provided in word recognition, including phonological awareness and phonics, comprehension strategies and vocabulary development. Children are also given ample time to practice reading decodable books in the early grades and then chapter and non-fiction books as they progress. Materials, strategies and techniques align with student needs, based on developmentally appropriate expectations. In daily reading lessons, students are explicitly taught the strategies and habits of effective reading. For additional support, the online programs Lexia Core 5, Let's Go Learn Reading Edge, Edgenuity reading intervention, and Learning Ally all serve to adapt to student's individual needs and to improve students' reading, by differentiating instruction based on students' reading levels.

During site-based learning time, students will engage in more collaborative whole class and small group learning. The Advising Teacher will read aloud with students (and have students read aloud with their peers), and provide structured peer-to-peer learning exchanges.

As researchers have found, the amount of time reading is the best predictor of reading achievement, including a child's growth as a reader from the second to the fifth grade. A crucial component of our personalized learning model is ensuring students are reading texts they can read independently. Students receive one-on-one guidance and support from both their parent and their Advising Teacher to ensure students are reading texts they can read independently (via leveled readers). Greater fluency gains are seen with struggling readers when they are provided with texts they can read accurately. Advising teachers work with parents to ensure students are selecting and reading appropriate texts for their given level of proficiency.

English Learners and students who are struggling are supported with books at their individual reading level, one-on-one instruction, and additional tutoring. During site-based class time, students' fluency is developed as they listen to their peers who are more proficient and read-alouds by the teacher. Graphic organizers and other scaffolding are used to support struggling writers, and one-on-one work with their teacher, parent/guardian, and tutors.

As students progress, reading instruction will focus on "reading to learn" rather than "learning to read." During small group, site-based classes, differentiated instructional approaches will be provided through the use of modeling, visual aids, and hands-on applications which help students apply learned skills to text at their independent reading level and receive systematic decoding and fluency instruction—when appropriate.

By fifth grade, students read with sufficient accuracy and fluency to support comprehension. They should be able to read grade-level text with purpose and understanding. Students are accessing their repertoire

of reading skills to read complex text with high levels of engagement and comprehension. Fifth grade readers begin to infer about characters' motivations, changes, and the lessons they learn, and to interpret across texts by analyzing characters and responding to literature.

In middle school grades, students are expected to grapple with different texts and analyze the development of arguments throughout each text, comparing and contrasting the writer's argument, and analyzing the validity of evidence presented. Students will read rigorous fiction and non-fiction texts, prose and poetry. Students will have access to state-adopted texts, State Standards-aligned online curriculum programs, plus additional resources and assessment programs to inform student progress, enabling parent and Advising Teachers to push students to greater levels of complexity based on data generated from tests, quizzes, projects, and completed work.

Similarly, writing is developed from the earliest stages alongside reading. Children use their knowledge of sounds and symbols to communicate their ideas. They learn to organize and structure ideas, to write in a variety of genres, and to use the conventions of print appropriately. In writing lessons, students learn to observe their lives and the world around them, and to collect, draft, revise, and publish well-crafted narrative and expository texts.

There are four basic writing modes that students will master as they progress: descriptive, narrative, expository, and persuasive. These basic modes can then be broken down into subcategories, described below.

Basic Modes:

- *Descriptive Writing* - The primary purpose of descriptive writing is to describe a person, place, or event so that the topic can be clearly seen in the reader's mind. The writer must use vivid details that paint a picture for the reader.
- *Expository Writing* - The primary purpose of expository writing is to provide information such as an explanation or directions.
- *Narrative Writing* - The primary purpose of narrative writing is to describe an experience, event, or sequence of events in the form of a story.
- *Persuasive Writing* - The primary purpose of persuasive writing is to give an opinion and try to influence the reader's way of thinking with supporting evidence.

Subcategories:

- Argumentative Writing - This form of persuasive writing has a primary purpose of making a statement that the reader will disagree with, then supporting the statement with specific details that will convince the reader of the truth of the statement
- Business Writing - This form of expository writing has a primary purpose of communicating with others in the workplace.
- Comparison and Contrast Writing- This form of expository writing has a primary purpose of showing the similarities and differences between two subjects.
- Expressive Writing- This form of creative writing has a primary purpose of sharing thoughts, ideas, and feelings on the topic.
- Informative Writing - This form of expository writing has a primary purpose of providing information in a clear, concise manner.
- Literary Response - This form of expository writing has a primary purpose of providing a personal reaction to a piece of literature.

- Personal Narrative Writing - This form of narrative writing has a primary purpose of sharing an experience or event from the author's own life.
- Poetry - This form of creative writing has a primary purpose of imaginatively reflecting on a subject, idea, or event. This is usually done in stanzas rather than paragraphs.
- Process Writing - This form of expository writing has a primary purpose of explaining the steps or procedure of something.
- Reaction Writing - This form of expository writing has a primary purpose of providing a personal response to something.
- Research Writing - This form of expository writing has a primary purpose of reporting new information that has been learned by studying available resources.
- Technical Writing - This form of expository writing has a primary purpose of conveying technical information in a simple, no-nonsense manner.

By the end of fifth grade, students will write opinion essays, informational pieces, narratives, and conduct short research projects. Students will learn to view writing as a craft as they continue to work on revising their writing pieces, on skill development, and writing with proper grammar and conventions. In addition, with parent and Advising Teacher guidance and support, students will use technology to produce and publish their writing, gaining command of keyboarding skills.

Students in middle school grades, in accordance with CCSS, will engage in close reading of complex content, debate and discuss what they have read, and self-assess their own writing and analysis. Central to the students' progress in grades 6-8 as they enter secondary education and prepare for high school curriculum is the use of evidence to support a thesis. Our students will practice this skill repeatedly while being supported with targeted instruction and intervention.

Listening and speaking skills, in alignment with CCSS, are embedded throughout the curriculum and in our onsite classes. Young students are explicitly taught listening skills such as following directions, participating in group discussions as active listeners and providing input and feedback, and avoiding distractions. With increasing complexity as they grow in grade level, students learn to present information and their work to their peers, teachers and community members. They learn basic speaking habits of enunciation, posture, volume and more, as well as structuring their presentations, using varied forms of speech depending on the context, and using visual aids for their presentations. In all grades, students learn how to listen respectfully, speak clearly, and respond with constructive questions or empathetic comments.

Finally, in addition to being taught as specific curricula, reading and writing are integrated into other subject areas such as science and social studies. For example, students keep journals in their science classes, where they record what they have learned and their reactions to the material. In this way, they learn to effectively synthesize and communicate the subject matter.

Grades 9-12

At the high school level, students select from different courses. The following are brief descriptions of the high school level ELA courses, both required and elective. High school students are required to take four years of ELA courses to graduate.

English 9: Intro to Literature & Composition (core and college preparatory)

This course is for all incoming ninth grade students who are able to participate in college preparatory

classes. This class will help students understand literature. Students will read texts covering five genres: short story, nonfiction, fiction, poetry, and drama. Students will analyze recurrent patterns and themes in historically or culturally significant works. Students will read four novels and respond by answering comprehension and critical thinking questions as well as book reports and summaries. These responses will include character development and analysis, writing conventions and styles, and reading comprehension skills. Students will gain skills necessary for competent writing and reading by focusing on the mechanics of language, vocabulary development and directed reading and writing. Students will complete a variety of writing activities, narrative, expository, persuasive, informational, and descriptive writing that demonstrates research, organization, and drafting strategies. Students will respond orally to the literature in all genres and complete a creative writing project.

English 10: Literature & Composition II (core and college preparatory)

This year-long course is for all tenth grade students who are able to participate in college preparatory classes and have successfully completed English 9. Students will continue to apply the knowledge and skill acquired in previous grades with more refinement, depth, and sophistication with grade-appropriate material. Students will read the short story, non-fiction, historical fiction, poetry, and drama and analyze recurrent patterns and themes in historically or culturally significant works. Students will read at least two novels and respond by answering comprehension and critical thinking questions as well as book reports and summaries. These responses will include character development and analysis, writing conventions and styles, and reading comprehension skills. Students will gain skills necessary for competent writing and reading by focusing on the mechanics of language, vocabulary development and directed reading and writing. Students will complete a variety of writing activities, narrative, expository, persuasive, informational, and descriptive writing that demonstrates research, organization, and drafting strategies. Students will respond orally to the literature in all genres and complete a creative writing project.

English 11: American Literature (core and college preparatory)

This course is for all eleventh grade students who are able to participate in college preparatory classes and have successfully completed English 9 and English 10. Students will read non-fiction, historical fiction, modern American poetry, significant essays, historically significant speeches, and analyze recurrent patterns and themes in historically and culturally significant works. Students will read at least three novels and respond by answering comprehension and critical thinking questions as well as book reports and summaries. These responses will be through active reading to make discoveries regarding plot, setting, character development, point of view, language and tone, meaning, and historical connection. Students will gain skills necessary for competent writing using writing conventions and styles, and reading utilizing comprehension skills using mechanics, vocabulary development, and directed reading. Students will complete a variety of writing activities including; comprehension, critical thinking and creative response, essay, poetry, speech, composition and drafting strategies, descriptive writing that demonstrates literary research, reflective and persuasion responses, journalistic response, interpretive, observational, editorial, and organization responses. Students will respond with discussion and shared inquiry, and prepare to demonstrate insight and gain knowledge on an ongoing basis. Students are expected to perform a high level of critical thinking and application of sophisticated communication skills as they analyze a variety of discussion topics and literature forms.

English 12: World Literature (core and college preparatory)

World Literature is a college preparatory class designed to comprehensively address the English Language Arts skills of comprehension and analysis of literary works, reading and listening for meaning and expanded vocabulary, writing with appropriate conventions and expanding styles, and thinking critically to discern patterns and form opinions. Students read and respond to novels, biographies, short stories,

dramas, poetry, and nonfiction works, with an emphasis on world literature. Students will write with a clear voice and understanding of the audience and draw conclusions based on research. They produce a variety of writings, including comprehension and critical thinking response, novel episodes, scripts, short stories, poems, biographical research, reviews, reflective, persuasive, journalistic articles, cause and effect, compare and contrast, and research essays.

Composition 2 (College-Preparatory Elective ("g") / English)

The purpose of this year-long Composition 2 course is to prepare students for the literacy demands of higher education by teaching them to develop evidence-based analytic and argumentative essays that proceed through several drafts. Throughout this process, students will make choices appropriate for specific audiences and purposes while using effective voice, ideas, organization, word choice, sentence fluency, and conventions. Students will learn to evaluate, synthesize, and cite research to support arguments especially as they relate to rhetorical elements and their effects in nonfiction and fiction texts (including graphic images as forms of text) from various disciplines and historical periods. Students will develop their listening and speaking skills in small group academic discussions and whole class presentations and will learn to integrate technology as a tool for research, analysis, and multimedia presentation.

2. ENGLISH LANGUAGE DEVELOPMENT

Endeavor Charter School is prepared to serve all levels of English Learners. Every student receives equal access to all necessary educational resources and programs. As a Personalized Learning program, every student receives a unique, customized learning plan that is designed around student performance data and includes student, parent and teacher input. Accordingly, EL students are provided all educational resources, supplemental or otherwise, relative to their unique academic needs. This is the most effective because every student is engaged as an individual and receives targeted resources relative to their unique and specific needs.

Every identified EL student is assigned to a credentialed teacher. Every teacher meets with their student and their parent at least once every 20 school days to develop and monitor each student's customized Personal Learning Plan. See "English Learners" section of this charter for a more comprehensive description of EL services and English Language Proficiency Assessments for California ("ELPAC") assessment.

Endeavor Charter School will provide necessary high quality, on-site classes in both the core subjects as well as enrichment areas. Students will be scheduled as much as possible for cooperative learning activities at Endeavor Charter School, conducted in English, that serve to immerse students in the language while giving them opportunities to practice listening, comprehension, and speaking skills. We provide whole class instruction with a wide variety of subjects taught including English language arts, math, science, art, music, and physical education. In addition, a multitude of field trips are held throughout the school year and include all EL students.

A detailed description of the Charter School's plan to serve English Learners is described below.

2. MATHEMATICS

Endeavor Charter School is committed to providing a personalized math program tailored to each student's needs, learning style, and goals. Learning objectives and outcomes will be aligned to the rigorous CCSS mathematics standards using a variety of state aligned and other supplemental curriculum as needed. Teachers will use the *CCSS - Mathematics* for planning and guidance. The goal of the math curriculum is to make students numerically fluent, to build mathematical reasoning skills, to develop a strong math vocabulary and to apply algebraic concepts to problem solving.

Grades K-8

Each student/parent works with a state-adopted mathematics text supplemented by a variety of on-line and hands-on materials including intervention supports and resources, such as Let's Go Learn Math Edge, Edgenuity, My Path, Khan Academy, Alek's online math, tutoring, and on-site enrichment classes. Students learn operations and algebraic thinking, number and operations in base ten, number and operations-fractions, measurement and data, and geometry. The elementary math program emphasizes conceptual understanding intertwined with the other components of math proficiency, using drawings, conceptual language, and real-world examples. At the lower grade levels, the math curriculum is often hands-on -- families have access to a large inventory of manipulatives, math games and other hands-on materials for use at home. Students are given ample time to practice and develop skills at their own pace which supports the needs of struggling students and those ready to move beyond the grade level curriculum. Students learn how to represent solutions and explain their answers, develop problem-solving and reasoning skills. Students invent, question, model, represent, and explore but also learn and practice important math strategies. Mathematics content and models connect and build across the grade levels.

By the end of fifth grade, students increase their facility with the four basic arithmetic operations applied to fractions, decimals, and positive and negative numbers. They know and use common measuring units to determine length and area and know and use formulas to determine the volume of simple geometric figures. Students know the concept of angle measurement and use a protractor and compass to solve problems. They use grids, tables, graphs, and charts to record and analyze data. Concepts for 5th graders include further exploration of geometry, and number sense, multiplication and division of decimals and fractions, and more advanced mathematical reasoning. Emphasis on unpacking and dissecting word problems. Weekly concepts are introduced at the start of the week, and then explored in depth.

In middle grades, the math program will focus on mathematical concepts of ratios and proportional relationships, the number system, expressions and equations, geometry, statistics and probability. Students use problem-solving strategies, questioning, investigating, analyzing critically, gathering and constructing evidence, and communicating rigorous arguments justifying their thinking. Algorithms and basic skills, deep conceptual understanding, problem solving, and adaptive reasoning are all explored within the curriculum.

In addition to state-adopted math textbooks, students access online programs (Let's Go Learn Math Edge and Edgenuity MyPath) for additional skills development and mastery of content standards. Endeavor Charter School offers help for students in need of remediation and builds on students' conceptual understanding of select on-grade-level math concepts to personalize the learning path and give each student the intervention content that he or she needs. Individualized student reports provide teachers with diagnostic results and real-time content mastery for each student.

Grades 9-12

Endeavor Charter seeks to prepare students to use math in both college and the real world. Endeavor will implement common core standards through the A-G approved Integrated Math 1, 2, and 3 sequence of math courses. The integrated math sequence is meant to take math learning out of merely classroom isolation and teach students how to bridge connections among math topics. There are three levels of integrated math, and students typically take classes from 9th to 11th grade.

All high school students are required to take at least three years of Math courses to graduate. Students must successfully complete at least Integrated 1 or Algebra 1 to graduate per state mandate. ([See Appendix 7 - Math Flow Chart](#))

Course descriptions follow.

Pre-Algebra (Algebra Readiness) – This full year course is offered to students who are not ready for Integrated Math 1. Basic Algebra skills are taught in preparation for students to be able to successfully take Integrated Math 1 course the following year. Students in this class receive additional math academic support (tutoring).

Text- Holt McDougal, Mathematics Grade 8 (Common Core Edition), 2012

Assessment- weekly quizzes, unit tests, homework completion

Integrated Math 1 [College Preparatory Course]- This full year course is offered to students who have completed a pre-algebra mathematics equivalent and demonstrate readiness by completing an appropriate placement test. Classes will follow a college style of lecture and labs with work assigned and graded by a math instructor.

Integrated Math 1 builds conceptual understanding of function graphs, linear functions, sequences, exponential functions, systems of equations and inequalities, analyzing data sets for one variable, correlation, and residuals, mathematical modeling, geometry on the coordinate plane, congruence through transformations, perimeter and area of geometric figures on the coordinate plane, connecting algebra and geometry with polygons, and logic.

Text – McGraw Hill, Houghton Mifflin Harcourt (On-line versions of Integrated 1 are also available through Edgenuity).

Assessment – weekly quizzes, unit tests, homework completion

Integrated Math 2 [College Preparatory Course] - This full year course is offered to students who have successfully completed Integrated 1 and demonstrate readiness by completing an appropriate placement test. Classes will follow a college style of lecture and labs with work assigned and graded by a math instructor.

Integrated Math 2 builds conceptual understanding of the tools of Geometry, proving theorems, properties of triangles, similarity of triangles through transformations, congruence of triangles through transformations, using congruence theorems, Properties of quadrilaterals, trigonometry, arcs and sectors of circles, three dimensional figures, quadratic functions, polynomials and quadratics, solving quadratic equations and inequalities, the real number system, other functions and inverses, shapes of the coordinate plane, circles and parabolas, and probability.

Text – McGraw Hill, Houghton Mifflin Harcourt (on-line versions of Integrated 2 are also available through Edgenuity).

Assessment – Weekly quizzes, unit tests, homework completion

Integrated Math 3 [College Preparatory Course] - This course is offered to students who have completed Integrated 2 with a “C” or better, and demonstrate an ability to achieve well in advanced coursework. Classes will follow a college style of lecture and labs with work assigned and graded by a math instructor.

Integrated Math 3’s main concentration is building conceptual understanding of Algebra 2 and Trigonometry. Integrated Math 3 starts with introducing Normal Distributions in statistics, then explores quadratic functions, polynomial functions, sequences and series, rational functions, radical functions, exponential functions, logarithmic functions and finally trigonometric functions. This course is geared for 11th and 12th graders to get them ready for college.

Text – McGraw Hill, Houghton Mifflin Harcourt (on-line versions of Integrated 3 are also available through Edgenuity).

Assessment – Weekly quizzes, unit tests, homework completion

Pre-Calculus [College Preparatory Course] - This course is offered to students who have completed Integrated 3 with a “C” or better, and demonstrated an ability to achieve well in advanced coursework. Classes meet at least twice weekly and follow a college style of lecture and labs with work assigned and graded by a math instructor.

Precalculus is intended to provide the mathematical background needed for calculus. At the same time, many students are taking the course as their final mathematics requirement or elective. The course will emphasize mathematical thinking, the use of mathematical models, and the understanding of mathematical functions and graphs. This course starts with functions and their graphs, polynomial and rational functions. Then moves into exponential and logarithmic functions, trigonometry and trigonometric functions and trigonometric equations, identities, and applications. Students will be able to apply the law of cosine and sine, find areas of oblique triangles, complex plane and polar form for complex numbers, perform mathematical operations on vectors and applications of vectors in plane. Next students will understand systems and matrices, topics in analytic geometry, sequences, series, and probability, limits and will conclude with an introduction to calculus. Students will learn to estimate limits and use properties and operations of limits. Find limits by direct substitution and by using the dividing out and rationalizing techniques. Approximate slopes of tangent lines, use limit definition of slope, and derivatives to find slopes of graphs. Evaluate limits at infinity and find limits of sequences. Find the limits of summation and use them to find areas of regions bounded by graphs of functions. Students will be able to use Riemann Sums.

Text – Holt, Rinehart, and Winston. Online versions of Pre-Calculus are also available through Edgenuity.

Assessment – Weekly quizzes, unit tests, homework completion

3. SCIENCE

Our science curriculum is based on an interdisciplinary approach using both the NGSS and CCSS. As we implement NGSS, students will demonstrate how to apply the scientific method to design controlled experiments in projects, analyze and interpret qualitative and quantitative data, apply scientific writing

skills to communicate conclusions from scientific data, and apply scientific knowledge and research to current social and world issues. Teachers use a variety of resources to help bring this content to life, ranging from state-adopted texts to hands-on curricular kits and projects. Based on our belief that students best learn science by doing science, teachers use an inquiry-based approach to foster a love of scientific inquiry, science language acquisition, and conceptual understanding. As an example, students test various salts to determine the amount of heat released or absorbed during the dissolving process. They are then asked to design a hand warmer or an ice pack and given resources to consider factors such as cost, level of hazard/environmental impact, time, and available materials. Students are asked to evaluate the resources presented and to decide which factors will drive the design of their hand warmer or ice pack. Finally, students will compile their data and research findings to present their design. Through this activity sequence students learn the standards aligned concepts of thermochemistry, the dissolving process, evaluating evidence, making claims, and sharing findings. A love of science is fostered through real world applications. Students are exposed to and then apply terms such as endothermic, exothermic, molarity, solution, and efficacy within the context of the experimental process that leads to greater understanding and lasting conceptualization.

Students conduct investigations and experiments as a way of understanding the different concepts they will learn. Literature is also infused into the science curriculum to reinforce content literacy skills and boost comprehension on all grade levels. Students engage and read about science through both fiction and non-fiction texts. Content-rich and high interest trade books will be used to support the development of science concepts and associated academic language across all grade levels. Students integrate writing and demonstrate comprehension through the use of interactive science notebooks. Technology also is incorporated into science activities where appropriate on personalized student Chromebooks. Microsoft Office (Word, Excel, PowerPoint, OneNote) and/or Google Apps can facilitate data analysis, construction of graphs and tables, and interpretation of results. This software, along with online resources, is used to scaffold content for English Learners and create challenging assignments for advanced students. Students also use Tinkercad to design and print from the 3D printer. In addition, online simulations and online labs are used when applicable to certain science lessons.

Grades K-8

Endeavor Charter School will foster in students a love of scientific inquiry and language acquisition by supporting the foundations of science: science as exploration and experimentation, and the scientific method as a way of developing and expanding human knowledge through natural, hands-on or student-led experiences. The four strands within K-5 standards include Earth Science, Life Science, Physical Science, and Investigation, Engineering, and Experimentation. Learning will emphasize science as a process of formulating and answering questions about the physical world around them, and encourage students to pursue answers to their own scientific queries. Instruction will also promote student appreciation of the natural world and develop skills of hypothesis forming, identification, experimentation, evaluation, documentation and presentation. Students will create and lead meaningful scientific experiments and make real-life connections and applications.

Endeavor Charter School will teach and promote STEAM (Science, Technology, Engineering, Art, and Math) at all grade levels. Classes will incorporate technology into all subject areas and will promote science and engineering with real world applications. Students will be given opportunities to enter competitions and exhibits such as Lego First League, MATE Underwater Robotics, and STEAM Fairs. Examples of some of the courses we offer are for 1st-8th grade Science, Robotics, and Engineering class using the Lego WeDo robotics kits. 3rd - 6th grade students will use the Lego Mindstorm EV3 kits. 6th - 8th grade will have the opportunity to participate in the MATE Underwater Robotics program. Further

description of the Underwater Robotics program below. All grades will begin to learn physics, engineering process, teamwork, problem solving, logic, and computer programming at age appropriate levels.

Middle grades science focuses on earth science, life science, engineering, and physical science. Drawing on the curriculum resources, teachers plan in depth integrated units of study in which students use the scientific method to enact, observe and record experiments based on their hypothesis. Unit themes are based on inquiries such as “Why do some things change and some things stay the same?” or “How and why do human beings and animals find or create shelters?” Teachers promote skills in questioning; developing and using models; planning and carrying out investigations; collecting, analyzing, and interpreting data; constructing explanations; designing solutions; engaging in argument from evidence; and synthesizing and communicating information. Students learn to be logical in making assumptions, accurate when collecting data, insightful when drawing conclusions, and unbiased when supporting statements with reliable scientific evidence. By the end of grade eight, students will become independent scientific researchers with strong expository reading and writing skills who are able to implement student-created scientific experiments.

Robotics and Engineering for 6th - 12th grade

Endeavor Charter School, in cooperation with the MATE Center, uses underwater robots – also known as remotely operated vehicles or ROVs – to teach science, technology, engineering, and math (“STEM”) and prepare students for technical careers. Working in partnership with the Marine Technology Society ROV Committee, MATE created the ROV competition as a way to:

- Engage students in STEM and expose them to science and technology careers
- Encourage students to develop and apply technical, teamwork, and problem solving skills
- Provide funds, materials, and technical expertise to support student learning provide industry with skilled individuals who can fill workforce needs
- The MATE competition challenges K-12, community college, and university students from all over the world to design and build ROVs to tackle missions modeled after scenarios from the ocean workplace. The competition’s class structure of beginner, intermediate, and advanced complements the education pipeline by providing students with the opportunity to build upon their skills – and the application of those skills – as they engineer increasingly more complex ROVs for increasingly more complex mission tasks.
- The MATE competition requires students to think of themselves as “entrepreneurs” and transform their teams into companies that manufacture, market, and sell “products.” In addition to engineering their ROVs, the students are required to prepare technical reports, poster displays, and engineering presentations that are delivered to working professionals who serve as competition judges.

Grades 9-12

Endeavor Charter School will require two years of high school lab science for graduation (1 year Physical Science and 1 year Life Science).

Biology (core and college preparatory)

Biology - This laboratory science covers high school biology standards and concepts aligned to NGSS and CCSS. Students should be concurrently enrolled in Algebra 1, Integrated Math 1 or higher as a co-requisite.

Assessment: Labs, homework, projects, tests, and attendance.

The main purpose of this laboratory-based college preparatory course is to provide understanding of the

basic biological concepts: the diversity of organisms; the cell; heredity; matter, energy, and organization of living systems; evolution of living systems; physiology; the biosphere and interdependence of abiotic and biotic factors. Labs scheduled biweekly will focus on active student participation in laboratory investigations and the development of critical-thinking skills. Biology provides the foundation for further studies in Biology.

Chemistry (core and college preparatory)

Chemistry - This laboratory science covers high school chemistry standards and concepts aligned to NGSS and CCSS. Students should have completed or be concurrently enrolled in Algebra 2 or Integrated Math 2.

Assessment: Labs, homework, projects, tests, and attendance.

Chemistry is a laboratory-based college-preparatory course. Biweekly laboratory experiments provide the empirical bases for understanding and confirming concepts of matter in chemistry; these labs will be scheduled biweekly and with coordination of students' schedules. This course emphasizes discussions, activities, and laboratory exercises, which promote the understanding of the behavior of matter at the macroscopic and molecular-atomic levels. Chemical principles are introduced so that students will be able to explain the composition and chemical behavior of their world. In this class, students will develop an understanding of chemical concepts and theories as they relate to daily life. This course will help students analyze and understand the fundamentals of chemistry such as atomic structure, chemical reactions, matter, the periodic table, gas laws, acids and bases, energy and thermodynamics.

The purpose of this course is for students to be able to achieve the following:

1. Solve scientific problems by making observations and collecting data.
2. Acquire a basic understanding of chemistry as a basis for furthering education in the sciences.
3. Apply skills of measurement, observation, statistical, and technological skills to compare, contrast, and create useful models of the structure and properties of matter and the mechanisms involved in its interactions.
4. Improve their ability to learn independently by researching and drawing generalizations from science related articles, books, graphs, charts, and diagrams.
5. Explore the history of matter and discover future careers in chemistry and other sciences.

Physics (core and college preparatory)—This laboratory science covers high school physics standards and concepts aligned to NGSS and CCSS. This course is offered to students who have completed Biology and/or Chemistry courses with a “C” or better, and demonstrated an ability to achieve well in advanced coursework. Students should have also completed or be concurrently enrolled in Algebra 2 or Integrated Math 2.

Assessment: Labs, homework, projects, tests, and attendance.

Physics introduces students to the physics of motion, properties of matter, force, heat, vector, light, and sound. Students learn the history of physics from the discoveries of Galileo and Newton to those of contemporary physicists. The course focuses more on explanation than calculation and prepares students for introductory quantitative physics at the college level. Additional areas of discussion include gases and liquids, atoms, electricity, magnetism, and nuclear physics.

4. HISTORY/SOCIAL SCIENCE

Social studies curriculum is based on the *History-Social Sciences Content Standards for California Public Schools: Kindergarten through Grade Twelve*, *CCSS for English Language Arts and Literacy in History/Social Studies, Science, and Technical Subjects (CA CCSS for ELA/Literacy)*, and the *ELA/ELD Framework*. As with science, the curriculum is concept-based, and provides in-depth study of big ideas/concepts. At all grade levels, history/social studies curriculum is taught using concepts from history, geography, psychology, sociology, economics and political science, and inquiry about different cultural groups is promoted. The program facilitates interdisciplinary teaching, contains student-centered lessons and materials, and supports the development of other aspects of learning (artistic, social, verbal, logical, and intuition). As students master key concepts and vocabulary, they develop non-fiction reading skills.

In primary grades, students are introduced to basic spatial, temporal, and causal relationships, emphasizing the geographic and historical connections between the world today and the world long ago. Historical empathy for how people lived and worked long ago reinforces the concept of civic behavior: how we interact respectfully with each other, follow rules, and respect the rights of others. Geographic and economic conditions of life are examined with aspects of life in their own neighborhoods and compared to those of people long ago. Identity/Culture concepts include cultural diversity (including differences between self and peers) and empathy, focusing on the contributions of others such as American Indians and immigrants, and the impact they have had in forming the character of our contemporary society.

In middle school grades, students will understand and apply concepts of cause and effect, evaluate historical documents, create electronic slideshows to aid public presentations of their work, use Internet search engines to find digitized primary historical documents and use critical thinking skills to analyze events in history and make connections between historical events and current world issues. Students learn about the milestones in California history, the development of our nation, expand their knowledge and understanding by studying the Ancient and Medieval world, and review our nation's history and development of American politics, society, culture, and economy.

Grades 9-12

Students will understand and apply civic, historical, and geographical knowledge in order to serve as citizens in today's world of diverse cultures.

World History (core and college preparatory) The purpose of this year-long World History course is to encourage critical thinking, integrate history with geography, and make social and cultural connections with historical events. This course has been written with an emphasis upon critical thinking, the development of research skills, and expression. To understand history, students will be required to translate information, interpret, determine cause and effect relationships, infer and draw conclusions, recognize points of view, detect bias, problem-solve, form hypotheses, and evaluate. In addition to readings in the textbook, students will choose 2 books to read and keep a journal of their impressions and reactions to the book. They will also complete weekly writing assignments, unit projects, and 2 major research projects for the midterm and final exam.

US History (core and college preparatory)

This year-long course surveys the major turning points in American history in the twentieth century. The course begins with a selective review emphasizing two major themes: the nation's beginnings and the industrial transformation of the new nation. Throughout the course the application of constitutional principles to contemporary issues is addressed. Topics covered are the expanding role of the federal government and the federal courts, the continuing tensions between the individual and the state and

between minority rights and majority power, the emergence of a modern corporate economy, the impact of technology on American society; culture change in the ethnic composition of American society, the movements toward equal rights for diverse groups such as racial minorities, gays and lesbians, people with disabilities, and women; and the role of the United States as a major world power. The course investigates the diversity of American culture, including religion, literature, art, drama, architecture, education, and the mass media.

United States Government

This semester course is intended to introduce and allow students a deeper understanding of the fundamentals of the institutions of the U.S. government as well as analyze federalism. Included is an examination of the basis of U.S. political ideas, principles and practices, as a means of acquainting students with the complexities of the U.S. political system. Students will look at the historical and when applicable, contemporary, changes to interpretations of the Constitution, Bill of Rights, majority rule vs. minority rights, the separation of powers, as well as the checks and balances between the legislative, executive and judicial branches of government. Federalism is analyzed by dissecting the relationship between the federal, California state and local governments. There will also be a comparison with other international governments. In comprehending our political, economic and social experience as a country and individual citizens, students will be prepared to vote, participate in community events and be informed citizens. Individual freedoms and civic responsibilities are prevalent themes.

The goal of this course is to provide students with a framework for studying political, social, economic, and cultural issues as related to government. Students will also be analyzing the impact these issues have had on U.S. society. This course goes beyond memorization of isolated facts to the development of higher level thinking skills, encouraging students to make historical assessments and evaluations as they explore perspectives on various issues. The ultimate outcome is to help students develop their own sense of responsibility as citizens and participate in our various communities.

Economics

Economics is a one-semester course designed to help students become responsible decision makers as they are exposed to economic issues at the personal, local, national and international levels. The course will focus on economic principles and concepts with emphasis on practical application as it relates to the consumer. The course is divided into five basic economic units: Fundamental economics concept, comparative economic systems, the principles of microeconomics, the principles of macroeconomics and international economics concepts.

By the end of the semester students will:

- Understand scarcity as the basic economic problem and how this connects to the law of supply and demand.
- Know the role that the government plays in the economy in both a macro and micro sense.
- Comprehend the impact that international economic cooperation has on people's lives.
- Understand common economic terms and concepts and economic reasoning.
- Analyze the elements of the US market economy in a global setting.
- Understand the influence of the U.S. government on the American economy.
- Analyze issues of international trade, and explain how the economy of the world is interconnected.
- Analyze issues of international trade.

As state funding is made available, the Charter School will comply with requirements under AB 101 to offer a one-semester course in ethnic studies and require that students complete the same as a graduation requirement commencing with students graduating in the 2029-30 school year.

The Charter School will comply with requirements under AB 2927 to offer a one-semester course in personal finance by the 2027-28 school year and require that students complete the same as a graduation requirement commencing with students graduating in the 2030-31 school year.

5. FOREIGN LANGUAGE

K-8th Foreign Language Program

Endeavor Charter School's Foreign Language program offers students opportunities to learn another language other than English starting in 1st grade. In grades 1st through 4th, students are offered Spanish full immersion enrichment classes. Our Spanish full immersion program cover units such as greetings and introductions, common conversations, family vocabulary, animals and basic Spanish concepts (colors, numbers, alphabet) through art, science, games and music.

At grade levels 4th-8th, foreign language instruction is based on the acclaimed Rosetta Stone program. Rosetta Stone is used by more than 22,000 educational organizations and millions of people worldwide. Rosetta Stone offers two programs for schools: Rosetta Stone Foundation Gold and Rosetta Stone Advantage. The Foundations program, offered in 24 languages, includes:

- Carefully sequenced lessons that introduce vocabulary and grammar, building upon previously learned content
- Immediate feedback on every response that reinforces key concepts and correct learning
- Speech recognition within all lessons and activities, which helps improve students' pronunciation and speaking confidence
- Games and activities that encourage students to practice listening and reading skills
- Build confidence, increase engagement, and develop vocabulary learned in core lessons
- Practice reading long story passages, leveled to student ability, with feedback via speech-recognition technology
- Live tutors who leverage structured exercises and conversations to engage students in their new language
- Sessions that focus on topics aligned with the student's current proficiency level, reinforcing newly acquired skills
- Small, controlled environment that is safe for students

(<http://www.rosettastone.com/k12/foundations>)

For more advanced students, the Rosetta Stone Advantage program (in nine languages) offers:

- More than 40 activity types engage students throughout training
- Speech-recognition technology provides students immediate pronunciation feedback
- Access to Euronews and Associated Press video lessons at the intermediate level containing actual news broadcasts

Exercises, explanations, and tools help perfect grammar and phonetic knowledge with:

- Text and multimedia illustrations to enrich language learning
- Conjugation tool with up to 2,300 verbs to expand foundational knowledge
- Instant access to translations and recordings of around 10,000 words per language

Placement, progress, and achievement tests are built in across all levels, enabling more targeted learning throughout the program. Tests include:

- Placement test: Assesses language proficiency at the start
- Progress test: Evaluates learner progress at regular intervals
- Achievement test: Provides evaluation at completion

Lessons are organized into relevant cultural topics to help students better understand and appreciate language and its culture. Topics ranging from cuisine to history and entertainment to the economy. (<http://www.rosettastone.com/k12/advantage>)

9th-12th Foreign Language Program

At the high school grade levels, students have the option of enrolling in any a-g approved, foreign language course through Rosetta Stone (see description above), and Edgenuity. In addition, students enrolled in Spanish and French are able to participate in full immersion support classes. These classes provide students with group conversational practice and help reinforce concepts and vocabulary that are being taught in their online courses.

6. VISUAL/PERFORMING ARTS

K-8 Art Program

Starting with Kindergarten, students have access to a professional community art instructor that delivers weekly art lessons. These lessons are cross-curricular with social science themes and Elements of Art and Principles of Design. Students experience working with a variety of media such as watercolors, oils, pastels, and tempera paint. This Art program concludes with a formal art reception at a local art museum in which all school families, students, staff, WSCS Board and any affiliated community members are invited to attend.

High School Art Courses & Program

Integrated Drawing A-G Course & Art 1, 2 and 3 (a-g pending approval)

A credentialed art instructor delivers lessons to students that are interactive, engaging and rigorous. After students successfully complete Integrated Drawing or Art 1, the Art teacher may recommend students to take advanced art classes (Art 2 and 3).

Students are engaged in direct instruction in the area of basics of perspective, shading, proportion, color, compositional balance, art critique process and self-evaluation. The art projects are submitted to our annual formal art reception hosted by a local art museum. All stakeholders are invited to attend.

Students will learn the five basic component skills of drawing and participate in drawing challenges that will allow for the cognitive shift from using the left side of the brain to the right side of the brain. In addition, students will learn and experiment with artistic expressions in the following progression, line, value, and color. They will be able to explain in basic terms the relationship of drawing to visual, perceptual brain processes and to provide methods of accessing and controlling these processes.

In the Integrated Drawing and Art 1 courses, students will explore the various skills needed to draw original art pieces with a focus on self-expression. Students will use the Elements of Art and Principles of

Design to create two and three-dimensional drawings to solve perception and value problems. This course will also cover recent brain research information to educate the student artist on the various ways to utilize the brain to produce masterpieces. Students will be responsible to compile a portfolio in which they will demonstrate their understanding of the Elements of Art and Principles of Design in relation to drawing and social and historical universal themes. They will also research and follow the Art Critique sequence to make informed judgments on another artist's work. Although the majority of the course concentrates on drawing skills, color theory will also be introduced. Students will also be responsible in refining and reworking their own works of art and demonstrate an understanding of the various skills an artist needs.

Studio Art Course

Studio art courses cover unique art techniques in the area of Mosaic, Silk Painting and other specialty art projects.

Course Description: Silk painting process allows students to fully experience colors and silk fabrics. Another attraction is the potential for the product of this process—the colorful hand-painted fabric—to be integrated into our everyday lives not only as art, but as fashion and home furnishing as well. A foundation in color theory will assist the students in analyzing and using color effectively. Art projects will be displayed in a museum quality display. Students will learn about visual displaying techniques.

Techniques taught: Stretching — Diluting — Resisting — Spotting — Salting — Double loading — Wet-on-wet — Fabric setting — Product knowledge — In-depth discussion with many visual samples of hand painted fabrics. Also, students will experience some advanced techniques like: linear underpainting and layering techniques.

Other techniques and mediums of art will be explored such as jewelry making, mosaic, and glass painting.

Online Art Options

Through our various online platforms, students have access to a-g college prep Art courses such as Music Appreciation, Introduction to Visual Art, Graphic Design and Illustration, Art in World Cultures, Two-Dimensional Studio Art, Digital Art and Design and Music Exploration.

7. OTHER ELECTIVES AND COURSES

Health and Wellness

In grades K-8, students are required to have at least 20 minutes daily of physical education, and in grades 9-12, students must work out on some form of focused cardiovascular exercise for at least 40 minutes per day or an average of 400 minutes every ten school days. Students keep a log of their times and activities on the attendance form which is signed by the parent/guardian and Advising Teacher. Endeavor Charter will have students participate in state mandated PE testing in 5th, 7th, and 9th grades.

Endeavor Charter School will offer health and wellness screenings, including for vision, hearing and scoliosis, as addressed under Element F below.

Although health is not a required high school graduation requirement, students are able to complete a Health course as an elective. This course covers an in-depth evaluation of health and wellness and covers topics such as anatomy, body systems, diet and food composition, personal health, drugs, depression,

mental health, physical fitness, and societal and medical influences on diet and health.

Career Pathways in Technology – Information Technology (“IT”) Service and Support

This program focuses on IT Service and Support and aims to give students job skills and certifications in those areas. It covers two years of coursework including IT troubleshooting and computer programming. Below is the current list of courses being offered and the years in which they are offered:

CTE Pathway in Technology- IT Services and Support Pathways: Year 1

First Semester – Career Pathways in Technology: Introduction to IT Principles

The first semester is an introduction to the basics of IT support. This covers the IT troubleshooting steps as recognized by the Computer Technology Industry Association (“CompTIA”) as well as introductory identification of parts, “computer math,” acronyms and commonly used terminology.

Second Semester – Career Pathways in Technology: IT Fundamentals (concentrator course 1)

The second semester covers a wider variety of topics, enhancing the IT support role. We learn about help desk software, databases and cybersecurity principles, including how to guard against various cyber-attacks. At the end of the second semester, students are given the opportunity to become certified through both CompTIA (IT Fundamentals+) and Precision Exams.

CTE Pathway in Technology- IT Services and Support Pathways: Year 2

First Semester – Computer Science (“CS”) Principles (concentrator course 2)

In the second year, the students are offered an AP course on computer science principles. Taking the AP exam is optional, but highly recommended as those who perform well on this exam can potentially receive college credit. The first semester of CS Principles includes an in-depth look at how the internet works including the various layers of the internet, how computers store various information and introductory programming. It also provides a review of the first year from a different perspective, reinforcing and refreshing prior knowledge in preparation for being workforce ready. We will also be working on the completion of the AP Explore performance task.

Second Semester – CS Principles + Microsoft Office Specialist (capstone)

The second semester picks up where the first left off, continuing the programming journey while exploring data privacy and application building. The second semester also contains the completion of the Create performance tasks along with the College Board’s AP CS Principles exam. In addition to the AP requirements, students will be instructed on different Microsoft applications and given the opportunity to become certified as a Microsoft Office Specialist.

College and Career Readiness

Endeavor Charter School will offer students a College and Career Readiness Course that will help guide parents and students in the process and steps necessary to start career and college exploration. Students will engage in career assessments, college visits, goal setting projects and interviewing of professionals. In addition, they will learn about various ways they can pursue financial-aid, scholarships and grants.

All students have access to career assessments that match them with possible future careers. In addition

to these assessments, students have additional college and career supports.

Middle School Students:

- * Watch videos and read about and explore different careers.
- * Participate in quizzes that help students find their interests and discover how to connect them to careers.
- * Students can get ahead of the game by starting a four-year education plan.

High School Students:

- * Search for colleges and financial aid to help students set and fulfill goals.
- * Build a personal portfolio that is about the student and what they can offer.
- * Create resumes, practice interviewing skills and search for jobs.

Local scholarship information is continually made available through the Charter School website, Counselor and Advising Teachers. College and Career related workshops and field trips are periodically made available for students and/or family to attend. Families are encouraged to search for resources using any and all agencies available to gain maximum benefit.

Leadership 1 (A-G)

The Leadership program is a year long optional Elective class that is worth 10 H.S. Credits. It proposes to expose students in grades 9-12 to the domains, disciplines and responsibilities of leadership. This course also seeks to challenge and stretch students to personally exercise those very domains and responsibilities.

The leadership program objectives are:

1) Public Speaking-

- Practice presentations, skill lessons (tone of voice, body language, eye contact, organization and flow of writing a speech, memorization),
- Final semester presentations (individual) "Leadership Project"

2) Community Service

- Whole class community service partnered with Community Food Bank
- Individual community service hours tied in to "Leadership Project"

3) School Spirit

- Plan high school events; required to attend school events planned in this class and selected ASB events.
- Wear matching attire to represent school when participating in field trips.

4) Team Building

- Fresno State or Sugar Pine Camp ropes course/team building activities
- Fall semester team project "Film Project" create Public Service Announcement or commercial
- Class team projects-groups are random and chosen by the teacher so that all students take turns working with each other.

5) Current Events Discussion & Debate

- Socratic style current event discussions, this is class lead and students ask each other questions and carry out the discussion
- Debate Unit- students research and select a side of a topic, then class is set up in a professional debate forum. Students learn debate vocabulary and strategies to discuss in a respectful manner their side of the Resolution.

6) Self-Awareness

- Personality tests and discussion of strengths and weaknesses
- Art project showcasing each student's personality
- Conflict Resolution Unit

7) Professionalism (Resumes and Interviewing Skills)

- Resume lessons and practice
- Interviewing Skills and Dress Code
- Mock Interviews with local business owners

Assessment: Assignments graded by teacher (Attendance, Projects, Events and Participation)

Associated Student Body (“ASB”)

Endeavor Charter School’s ASB leadership course plans and prepares student activities. To date, we have been able to include all students who have a desire to participate. This course is open to students from any grade. Students will learn the basic tenets of leadership, student governance, taking initiative, fundraising, and follow-through. This class receives credit and a grade.

We encourage all students to participate in the events that our ASB/Leadership students plan. Students who come to our program have some shared interests and can make some lasting friendships with other students who come to Endeavor Charter School for the same reasons.

Assessment: participation and attendance

Graphic Design/Yearbook

Graphic Design will focus on the similarities between art and graphic design, and reinforcing the common foundation of technique, materials, and craft that they share. Exposure to the design process and design problems as a way of introducing them to visual communication.

In this course, students will learn basic principles of design, learn to observe their environment and see how their life is affected every day by graphic design, as well as learn different techniques in creating effective ways of visual communication with given tools. There will be an emphasis on visual concepts and design theory. This course will include weekly lectures, exercises, and projects for students to work in class and at home. Assignments will be given on a weekly basis and will coincide with the lecture of the day.

Yearbook students will work cooperatively to document events at Endeavor Charter School. Skills related to publishing layout will be developed. The student will attend regularly scheduled meetings and work as needed to meet important deadlines. Ultimately, the student will participate in the successful production of a school yearbook.

Assessment - meeting publication deadlines, product quality, participation and attendance.

Course Design

As part of our commitment to personalized, independent learning, Endeavor Charter School offers the ability for students and parents to design their own classes. If there is a course which we do not offer, a student and his/her parent may be able to design a formalized curriculum with a credentialed teacher,

subject to the Principal’s approval. Some examples of courses that have been created are World Culinary Arts, Theater Arts, Computer programming, and Home Economic courses such as sewing.

B. TEXTBOOKS AND OTHER INSTRUCTIONAL RESOURCES

Core course curricula is selected based on the State Standards and CDE Frameworks for each subject. Endeavor Charter will provide approved curriculum that accompanies every subject/course offered to each student/parent. Endeavor Charter School will use the following key textbooks and online curricular resources for grades K-8 and 9-12, but we also provide non-state adopted curriculum and resources if it supports student learning. Endeavor Charter School seeks to provide a personalized learning plan for each student and what curriculum is best for each student. Therefore, Endeavor staff will be evaluating curriculum on an ongoing basis. Our current list of curricula may change based on these evaluations and needs.

See [Appendix 2](#) for current list of curricula for grades TK-8th. Please note that this list will adapt and change based on the needs and evaluations of staff.

See [Appendix 3](#) for current list of curricula for grades 9th-12th. Please note that this list will adapt and change based on the needs and evaluations of staff.

C. GRADUATION REQUIREMENTS

Endeavor Charter will offer two graduation certifications as follows:

1. Certificate of completion:

The certificate of completion will be awarded to any student who completes four years of work as agreed upon by the parent, student, Advising Teacher and administrator and completes at least 260 credits.

2. Graduation Diploma:

The graduation diploma will be awarded to any student who completes the equivalent of four years of work as agreed upon by the parent, student, and Advising Teacher, and completes at least 260 credits. (SEE CHART)

Graduation Requirements /A-G

GRADUATION	A-G Subject Requirements
<p><u>History/Social Science</u> (30 credits required)</p> <p>World History United States History Government Economics</p>	<p>History/social science (“a”) – <i>Two years</i>, including one year of world history, cultures and historical geography and one year of U.S. history, or one-half year of U.S. history and one-half year of American government or civics.</p>

<p>Ethnic studies and personal finance, as required by law and funding made available</p>	
<p><u>English</u> (40 credits required) English 9 English 10 English 11 English 12</p>	<p>English (“b”) – <i>Four years</i> of college preparatory English that integrates reading of classic & modern literature, frequent & regular writing, & practice listening & speaking.</p>
<p><u>Math</u> (30 credits required) Alg 1/Integrated Math (“IM”) Geom/IM2 IM3/Other Math</p>	<p>Mathematics (“c”) – <i>Three years</i> of college-preparatory math, including or integrating the topics covered in elementary and advanced algebra and two- and three-dimensional geometry.</p>
<p><u>Science</u> (20 credits required) Life Physical</p>	<p>Laboratory science (“d”) – <i>Two years</i> of laboratory science Providing fundamental knowledge in at least two of the three disciplines of biology, chemistry and physics.</p>
<p><u>FineArts:</u> Visual/Performing /Foreign Language (1 full year of either/ 10 credits required)</p>	<p>Language other than English (“e”) – <i>Two years</i> of the same language other than English or equivalent to the second level of high school instruction.</p>
<p><u>Physical Education</u> (20 credits required)</p>	<p>Visual and performing arts (“f”) – <i>One year</i> chosen from dance, music, theater or the visual arts.</p>
<p>Electives (110 credits required).</p>	<p>College-preparatory elective (“g”) – <i>One year</i> chosen from the “a-f” courses beyond those used to satisfy the requirements above, or courses that have been approved solely in the elective area.</p>

D. HOW THE SCHOOL WILL ENSURE THAT TRANSFER STUDENTS CAN MEET GRADUATION AND COLLEGE ENTRANCE REQUIREMENTS

Upon enrollment in grade 9 or higher, a thorough analysis of the student's transcripts will be conducted by the student's Advising Teacher to establish where the student is regarding graduation and A-G compliance. Teachers will develop a plan to help students achieve their goals for after high school. Endeavor Charter also seeks to give students and parents a vision of other possible opportunities and career paths they may want to pursue. This process is essential in ensuring that students graduate with as many opportunities for college and career opportunities. Endeavor Charter School teachers and staff will provide ongoing guidance to students at each grade level to help students achieve their goals for after high school.

E. WASC ACCREDITATION

Once the charter is approved, an initial WASC accreditation application will be submitted for an initial visit during Year 1 of the Charter School's operations. Endeavor Charter School intends to become WASC-accredited for grades 9-12.

F. NOTIFICATION TO PARENTS AND STUDENTS OF THE TRANSFERABILITY OF COURSES

Endeavor Charter School will offer A-G course requirements for UC and CSU and will be accredited by WASC. As a charter school, Endeavor Charter School will maintain accreditation from WASC and offer courses that meet the A-G university requirements. Endeavor Charter School will work with the UCOP staff to establish and maintain a course list for the independent charter school and will apply to the UC Board on Admissions and Relations with Schools Committee, as necessary, for new course approval.

All parents and students will be notified that Endeavor Charter School is WASC accredited and offers A-G college required courses which are transferable to other public schools (Ed. Code § 47605(c)(5)(A)(iii)). These notifications are done in the following ways: email/text/voice notification system, social media, summer mailings, school brochures, parent information meetings, updated website and any other possible communication methods.

IX. TEACHER CAPACITY: RECRUITMENT AND PROFESSIONAL DEVELOPMENT

A. TEACHER RECRUITMENT

A well qualified faculty will be recruited through various communication channels, including local newspapers, education networking websites (such as CCSA, EdJoin, etc.), the Charter School website, career fairs, local universities and word of mouth referrals. Endeavor Charter School will engage in a thorough review of the qualifications of candidates that apply for employment at the Charter School. The Principal, with support from the Executive Director, will review resumes, letters of recommendation, statements of teaching philosophies and portfolios to determine which candidates will be interviewed for positions. The Executive Director and Principal will bear primary responsibility for all teacher hiring; in the case of any disagreement, the Executive Director is the final decision maker. Teachers may be asked to participate in interviewing candidates. Candidates for teaching positions will be interviewed. Following interviews, the Charter School will contact references, review letters of recommendation and notify each person of their status once a decision is made. In addition, the Charter School will verify the teaching credentials of candidates with the California Commission on Teacher Credentialing, ensuring that each teacher possesses **the CTC certificate, permit, or other document required for the teacher's certificated assignment.** ~~credential subject authorization that meets state requirements to teach the subject that~~

he/she is being hired to teach. Before any teacher is permitted to work, all appropriate background, health (e.g., TB risk assessment) and other requirements must be met.

Endeavor Charter School will make every effort to recruit teachers who are committed to the unique vision and mission of the Charter School. Due to the profound impact that teachers have on students, only the most effective teachers will be retained at the Charter School. Performance measures will be used to evaluate teacher effectiveness, to recognize superior performance, to provide targeted assistance in instances when performance is less than satisfactory and to make informed decisions regarding continued employment at the Charter School.

B. PROFESSIONAL DEVELOPMENT

Endeavor Charter School will provide professional development (“PD”) to teachers each year. Every month, staff meetings are held, led by either the Principal or Executive Director, and include a variety of PD topics. Professional development is also led by teachers who develop specific expertise or attend off-site trainings and then in turn train their peers. Outside consultants also will be sought to provide training for teachers as needed. Additional PD days are added throughout the year devoted to specific training topics. In addition, teachers, as well as other staff, attend conferences and workshops to further their knowledge in the teaching field and/or specific subject matter areas, and best practices in charter school program and policy.

Examples of PD topics include:

- Common Core State Standards/NGSS
- Curriculum pacing
- Attendance reporting/data
- Report Cards/Transcripts
- Grade calibration
- Differentiating learning, Project-Based learning, whole class instruction, strategies and planning
- Classroom management strategies and the Charter School’s discipline policy (including procedures and legal mandates for suspension and expulsion)
- Formative and summative assessments, including state standardized tests
- Identification of students with special needs, the IEP process, modifications for students with disabilities, available resources (e.g., counseling) for students and families in need
- Strategies for English learners
- Collecting, analyzing and using student achievement data to drive classroom instruction
- Health and Safety policies and procedures including emergency protocols, mandated reporter, suicide prevention, and first aid/CPR training
- School administrative policies and procedures
- Ensuring effective parent communication
- Curriculum development and planning
- Vertical alignment of curriculum by departments

Outside of designated trainings, teachers collaborate routinely to meet individual, subgroup, grade level and whole school student needs, giving each other supportive and critical feedback.

SAMPLE STUDENT SCHEDULES – MEETING STUDENTS WHERE THEY ARE

As we have emphasized, at Endeavor Charter School, students will have widely varying schedules, personalized to meet their individual needs. As an Independent Study school, we enable greater flexibility for students to meet demands on their time outside of school, including employment, activities (sports/arts, etc.), family responsibilities and more. Each student's Education Team will design – and regularly update – a PLP that adapts to the students' needs to ensure his/her success in meeting both short and long term academic and personal goals. As detailed above, every student will have an individualized Master Agreement that details his/her expected outcomes for each semester.

The Resource Center will be open from 8:00 AM to 4:00 PM Monday through Thursday and 8:00 AM to 3:00 PM on Friday. Students will be welcome to attend on-site classes. Students are also able to complete work onsite even when they are not scheduled for classes or in-person check-ins.

- See [Appendix 4](#) for an example of classes offered for grades K-8th.
- See [Appendix 5](#) for an example of classes offered for grades 9-12th.

Teacher time will be scheduled to ensure time for leading scheduled classes, labs and workshops, as well as ample time for one-on-one online and in-person check-ins with their students. Some courses will offer multiple workshop blocks throughout the week to accommodate different cohorts of students. During the remainder of the time, teachers will be working to update student assignments, reviewing and planning student progress, and having in-person and online check-ins with students and supervising tutors.

SPECIAL NEEDS

Endeavor Charter School Will Address the Needs Of All Sub-Groups, Including At-Risk Students

A formalized Intervention Plan will be created for any student who demonstrates low academic performance based on in-house assessment or state testing results. These results let teachers know which students are in need of extra support. The Intervention Plan lists specific remedial curriculum and resources that may be provided to a student for support. The plan also contains the student's goal(s) and specifies the dates, within the school year, for re-evaluation (typically 8 to 12 weeks). This formalized Intervention Plan is signed and shared by the teacher with the student and parent. The Principal is also provided a copy of each Intervention Plan.

- See [Appendix 6](#) for example of an Assessment Flow Chart

STUDENT STUDY TEAM PROCESS FOR STUDENT REFERRAL

When a Charter School teacher (or parent) has concerns about a student who is underperforming (academically) or has concerns such as: emotional/behavioral, language, social, or medical/health the following procedures are in place:

1. **Referral:** A questionnaire/letter is given to parents and Advising Teachers at the beginning of the year. If there is evidence of academic or other concerns, the parent and/or Advising Teacher completes a "Pre-SST" form detailing known information about the student such as: assessment data, education and health

history, the area(s) of concern, and what strategies and interventions have been attempted thus far. An “Intervention Plan” is also a Pre-SST form that can be used.

2. **Pre-SST:** Advising Teacher revisits interventions during subsequent Learning Periods.

- a. Is progress being made? Is the parent happy with interventions? Is the student showing progress? Is the parent looking for more/different intervention ideas?
- b. Pre-SST Recording Sheet is updated as needed

3. **Hold SST:** Advising Teacher, parent, (and student if appropriate), plus another Advising Teacher and/or Principal who knows the student well, will hold a Student Study Team meeting. Based on the concerns, the Section 504 or SPED Coordinator/ Resource Specialist Program (“RSP”) Teacher may be present. This collaborative team identifies new or additional interventions to improve student performance and develops an action plan. The SST plan is signed by all participants.

3. **After SST Held:** The original, signed document is placed in the student’s cum folder. The Advising Teacher keeps a copy. The SST Plan is monitored by the Advising Teacher and parent for a period of time, usually 2-3 months. (If the Team determines that “monitoring” alone is insufficient, students may be referred for evaluations with 504 or SPED Coordinator. If a full (academic, cognitive, health, speech/language communication, behavioral/social skills, etc.) evaluation is recommended to determine eligibility for special education services, parent will sign an Assessment Plan consent form prior to the commencement of testing by SPED Coordinator, and/or RSP Teacher)

ENGLISH LEARNERS

1. IDENTIFICATION OF ENGLISH LEARNERS

The Charter School will meet all applicable legal requirements for English Learners (“EL”), including long-term English Learners or English Learners at risk of becoming long-term English Learners, as they pertain to annual notification to parents, student identification, placement, program options, EL and core content instruction, teacher qualifications and training, reclassification to fluent English proficient status, monitoring and evaluating program effectiveness, and standardized testing requirements. The Charter School will implement policies to assure proper placement, evaluation, and communication regarding ELs and the rights of students and parents.

Home Language Survey:

In order to identify students who are English Learners in a timely fashion and to provide appropriate instructional support and services, all parents will be required to complete a Home Language Survey upon enrollment at the Charter School (on enrollment forms).

English Language Proficiency Assessment

Students whose primary home language is one other than English will be assessed using the English Language Proficiency Assessments for California. The ELPAC has four proficiency levels (Level 4: well developed; Level 3: moderately developed; Level 2: somewhat developed; and Level 1: beginning stage) and is aligned with the 2012 California ELD Standards.

The ELPAC consists of two separate assessments:

- Initial ELPAC:

The Initial ELPAC is used to identify students as either an English Learner, or as fluent in English. The Initial ELPAC is administered only once during a student's time in the California public school system based upon the results of the home language survey. The locally scored Initial ELPAC will be the official score. The Initial ELPAC is given to students in grades TK–12 whose primary language is not English to determine their English proficiency status.

- Summative ELPAC:

ELs will take the Summative ELPAC every year until they are reclassified to fluent English proficiency. The Summative ELPAC is only given to students who have previously been identified as an EL based upon the Initial ELPAC results, in order to measure how well they are progressing with English development in each of the four domains (listening, speaking, reading, writing). The results are used as one of four criteria to determine if the student is ready to be reclassified as fluent English proficient, to help inform proper educational placement, and to report progress for accountability.

The Initial ELPAC and Summative ELPAC are administered in grades TK-12th, and in Kindergarten and 1st grade, all domains will be administered individually. In grades 2–12, the test is administered in groups, exclusive of speaking, which is administered individually. Below is a list of how tests are administered depending on the year. This explanation is due to the new changes made in the assessment format.

- Paper and pencil test for Initial ELPAC 2019-2020
- Computer-based test Summative ELPAC 2019-2020
- Computer-based test Initial ELPAC and Summative ELPAC 2020-2021.
- The writing domain for Kindergarten through 2nd grade will remain as a paper-based test.

Testing times will vary depending upon the grade level, domain, and individual student. Both the Initial ELPAC and Summative ELPAC are given in two separate testing windows through the school year.

The Initial ELPAC testing window will be year-round (July 1–June 30). Any student whose primary language is other than English as determined by the home language survey and who has not previously been identified as an English Learner by a California public school or for whom there is no record of results from an administration of an English language proficiency test, shall be assessed for English language proficiency within 30 calendar days after the date of first enrollment in a California public school, or within 60 calendar days before the date of first enrollment, but not before July 1 of that school year.

The Summative ELPAC testing window will be a four-month window after January 1 (February 1–May 31). The English language proficiency of all currently enrolled English Learners shall be assessed by administering the test during the annual assessment window.

Students with disabilities will be permitted to take the test with the accommodations listed in the Education Code if they are specified in the student's IEP or Section 504 plan. An alternate assessment for English language proficiency will be administered to students who are unable to participate in the ELPAC, according to the guidelines set forth in the student's IEP.

The Charter School will provide all parents of ELs with required Title III notification including LEA accountability status and information regarding their children in English and the parent's primary language unless it is not practicable. Within the first month of the school year (or thirty days of student

enrollment) the Charter School will notify the parents of its responsibility for ELPAC testing, the student's ELPAC results if available, EL identification, program placement options, student's academic achievement level and reclassification information. The ELPAC shall be used to fulfill the requirements of federal and state laws for annual English proficiency testing, and the Charter School will notify parents of student's ELPAC results within thirty days of receiving results from the publisher. The Charter School will also invite parents of students who are candidates for reclassification to attend a special meeting at the Charter School to discuss the reclassification process and the recommended program for their children.

English Language Advisory Committee:

When the number of EL students enrolled reaches 21 students, Charter School administration will establish an English Learner Advisory Committee ("ELAC") which will serve in an advisory capacity to the Charter School administrators regarding the programs and services available for English learners.

2. EDUCATIONAL PROGRAM FOR ENGLISH LANGUAGE ACQUISITION

ELs will have daily access to the core curriculum and will be taught in an English language program with support from the Advising Teacher. Just as Rosetta Stone will provide high-quality foreign language instruction for our students, it also will help our ELs master English through a variety of engaging, interactive tools to develop language proficiency, including live tutoring. ELs also will receive more site-based help, which will help ELs access the core curriculum, and/or one-on-one tutoring developed to meet the specific language needs of the student. Instructional techniques, assessments, materials and approaches will be focused on communicative competence and academic achievement covering listening, speaking, reading and writing skills (aligned with English Language Development Standards and CCSS) in all areas of the curriculum. ELs will receive EL and core content instruction appropriate for their English proficiency and grade levels.

Our goal will be to ensure quality services that enable ELs to attain English proficiency and to have full access to the range of educational opportunities afforded all students. Faculty will receive professional development and coaching, as necessary, in working with ELs to meet the ELD Standards. The Principal or designee will serve as the EL Coordinator and will collaborate with each teacher regarding the specific language needs of our EL students.

Teachers at Endeavor Charter School will employ SDAIE strategies: (notably, these strategies are beneficial for all students, not just English Learners)

Sheltered Instruction / Specially Designed Academic Instruction in English ("SDAIE")

Sheltered instruction is also grounded in a pedagogical commitment to meeting the needs of diverse learners, in this case particularly those students who are English Learners. The teachers at Endeavor Charter School will engage in the following practices to support universal access of subject matter content for all students:¹

- During lesson planning and preparation, teachers will identify lesson objectives aligned with state and local standards.
- Teachers will link new content to students' background experiences and introduce unfamiliar vocabulary to facilitate comprehension.

¹ Based on the eight broad elements of sheltered instruction described by Echevarria, Vogt, and Short. *Making content comprehensible for English language learners: The SIOP model*. Boston: Allyn and Bacon (2004).

- Teachers will use controlled vocabulary, sentence structure, visuals, and gestures as necessary and appropriate to make the presentation of content comprehensible.
- Teachers will provide students with a variety of strategies for organizing and retaining information associated with effective learning, such as graphic organizers and note taking.
- Teachers will provide students with regular opportunities to interact with their peers through collaborative learning activities, such as think/pair/share, partner and group projects.
- Teachers will provide students with regular opportunities to use new language skills in context.
- Teachers will pace lessons appropriately to allow for the participation and active engagement of all students.

3. HOW THE PROGRAM WILL MEET THE STATE ELD STANDARDS AND USE THE RESULTS OF THE ELPAC

Our programs to support English Learners are based on the California ELD Standards. ELPAC data will let us know what level the students are currently in their language acquisition. We will then conference with the students based on their score and see how we can help them become reclassified. If students do well on the ELPAC and benchmark exams (NWEA, Let's Go Learn) but are failing classes, we know there is a gap between their proficiency and their classroom engagement. If the opposite is true, we see there is a gap between subject engagement and test-taking abilities. The conversations are not just about reclassification--they are chances for personalized attention and practice in communicating in English about a complicated process with an adult.

ELs will be continuously monitored through assessments for English language development and academic progress. They will also be assessed with our benchmark tests for academic progress in Reading/Literacy, Language Usage and Mathematics two to three times during the school year. Teachers will use this data in several ways:

First, they will use them to create the student's standards-based PLP by looking at the standards that students have already mastered and those that need to be developed. Second, they will use them to assess the efficacy of the standards-based instruction that is being delivered and to make plans for re-teaching or acceleration as needed. Third, teachers can measure the investment of confidence of the student by tracking how long the test takes to complete compared to the score and the growth of the student over time. This allows for a level of personalization to each student that goes beyond the ELPAC exams.

Students will be expected to advance at least one level annually on the ELPAC Proficiency Level Descriptor. Additionally, the EL Coordinator will assess student progress towards attainment of the standards using a standards-based guide, for example, EL portfolios.

4. PROCESS AND SPECIFIC CRITERIA FOR RECLASSIFICATION

Before the issuance of each progress report card (grades 9-12), or semester evaluation (grades K-8), teachers will summarize students' mastery of standards for their current ELD level by looking at assessment material collected throughout the quarter. At the end of the semester teachers will also go through the list of standards for a student's current ELD level and determine if the student has mastered every standard for his or her current level and is ready to move to the next ELD level. Teachers will present evidence (e.g. scored writing samples, rubrics from oral presentations) to the EL Coordinator, who will work with teachers to make the final decision regarding progression to the next ELD Proficiency Level.

Endeavor Charter School will use the four criteria in state law as guidelines in determining whether or not an English Learner should be reclassified to fluent English proficient: 1) ELPAC results, 2) teacher evaluation, 3) parent opinion and consultation, 4) comparison of student performance in basic skills against an empirically established range of performance in basic skills based on the performance of English proficient students of the same age, (Smarter Balanced ELA results and/or Let's Go Learn or NWEA benchmark reading/literacy scores).

English Learners must meet the following criteria to be re-designated to Fluent English Proficient:

1. Overall score of *Well Developed* (4) on the California English Language Proficiency Test, and at least *Moderately Developed* (3) on each of the Listening, Speaking, Reading, and Writing subtests.
2. A score of *Met* or *Nearly Met* on the ELA CAASPP or California Alternate Assessment ("CAA") in English Language Arts. -OR a satisfactory score on NWEA or LGL, WSCS's internal assessments.
3. Parent Consultation/Notification
4. Teacher Recommendation

Reclassified students are monitored for a period of at least four years. Follow-up services for students who do not demonstrate satisfactory progress include, but are not limited to: additional tutoring or counseling, intervention/enrichment classes, and other strategies.

Reclassification Procedures

The following reclassification procedures will be used:

- At least two times per year, the Principal will create a list of all students who meet the ELPAC and CAASPP (or in-house assessment results for grades not participating in CAASPP) criteria for reclassification. This document lists all students who meet the criteria for reclassification.
- Each teacher is responsible for completing the report card grade and teacher judgment columns of the reclassification list for their students.
- In some cases, the Principal works with the teacher to determine the ability of individual students to master grade level standards without language support.
- Based on the information provided by teachers, the Principal identifies students ready to be reclassified and sends a reclassification letter to these students' parents and submits their names and report cards or evaluations to the school district.
- Reclassified students continue to be monitored to ensure their continued ability to achieve mastery of the CCSS for ELA/Literacy.

In its annual LCAP, Endeavor Charter School will set a reclassification target for annual student progress (see *Element B: Measurable Student Outcomes*). It is anticipated that EL students who are enrolled at Endeavor Charter School beginning in kindergarten will be reclassified as fluent-English proficient ("RFEP") prior to middle school. Students who enroll at the Charter School in subsequent years whose language development is still in the beginning or early intermediate stage will receive added interventions from their Advising Teacher by following our WSCS Intervention Plan process.

5. PROCESS FOR MONITORING PROGRESS OF ENGLISH LEARNERS AND RECLASSIFIED (RFEP) STUDENTS

English Learners and RFEP students will be monitored on a continuous basis throughout the school year. After identifying our ELs, their ELPAC history and progress will be noted, as well as academic and test score history from previous schools the student attended. At several key points in the school year, our ELs are evaluated for possible reclassification:

- After the Fall in-house tests are administered in mid-September, any EL who has been identified as a possible RFEP based on Reading score of “at grade level” or “higher.”
- At the end of the school year, once final grades are submitted, state-mandated testing is complete, and end-of-year NWEA/Let’s Go Learn testing has taken place in June, all ELs are evaluated again and reclassified if eligible.

Throughout this process, teachers will be made aware of any EL student who is nearing eligibility for reclassification, and act as partners with administration to help push our EL students to achieve eligibility for reclassification.

6. MONITORING PROGRESS OF LONG TERM ENGLISH LEARNERS (“LTELS”)

Because the needs of LTELs are varied, we will work with our ELD Coordinator and Advising Teachers to identify the reasons why a student has not acquired English at an expected rate and determine the best support system for that student moving forward. Endeavor Charter School will prioritize resources (e.g. curriculum for ELD instruction) for LTELs. Students will be made aware of their LTEL status and the risks associated with LTEL status, as well as specific barriers to reclassification and ways to address them.

The ELD Coordinator will play a key role in the long-term monitoring progress of LTELs. He/she will review all progress and final report cards, paying specific attention to ELs. The ELD Coordinator will then call in parents to discuss the report cards and create academic contracts for students who are in need of more support. Advising Teachers will be informed of the contracts and provide tutoring and additional help for LTEL students.

7. MONITORING AND EVALUATION OF PROGRAM EFFECTIVENESS

The Principal, Executive Director and Board of Directors will evaluate the effectiveness of our education program for ELs by tracking the data points such as ELPAC, CAASPP, in-house benchmarks, report cards, class test data and other assessments. The ELPAC will give us a starting point to identify the relative levels of each EL and give us information about each student. Final report cards will also be compiled and compared to non-EL students.

Between years, each summer, instructional staff will look at test and other assessment data to see how students improve from one year to another and across all grade levels. The success of these data points will allow us to evaluate what aspects of our program are working and which need more attention. These conversations then guide the professional development given to the teachers.

A. SOCIOECONOMICALLY DISADVANTAGED STUDENTS

Our teachers and staff will all receive training on recognizing symptoms and behaviors indicative of a child’s need for additional supports, including issues relating to hunger, extreme poverty, and individual families’ challenges to meet their child’s needs. WSCS has long served students who are socioeconomically disadvantaged, and the hybrid, supportive and personalized model proposed for Endeavor Charter School is suited to their needs. Our Student Study Team process will identify students and families who might need additional resources or supports, including referrals to community service organizations. Despite being an independent study school, we pride ourselves on establishing a true sense of “community” among our stakeholders, and this extends to a sense of engagement and support we have for each of our families.

As demonstrated by the success of countless schools in California and beyond serving students who are socio-economically disadvantaged, income is not a determinant factor in a students' ability to succeed academically. If students that are socioeconomically disadvantaged also are academically low achieving or struggle with learning differences or are identified as English Learners, Endeavor Charter School will utilize strategies described in other sections of this petition.

B. ACADEMICALLY HIGH-ACHIEVING STUDENTS

Students who are academically high-achieving and/or identified as gifted benefit from a highly personalized learning program like Endeavor Charter School. Our model is inherently flexible enough to meet their specific needs, including the ability to engage in significantly increased depth and breadth of learning in any given topic, along with more accelerated pacing than traditional schools can typically offer. Advising teachers assist in finding opportunities for these students achieving beyond grade level to engage at challenging levels through specific curricula/projects/acceleration, demonstrations of learning that required advanced/higher level thinking and communication skills, advanced course placement in secondary school, peer-tutoring, internship, and community college courses that meet their needs for demanding instruction. With a TK-12th school model, academically high-achieving students can benefit from taking classes designed for higher grade levels. An example of this is the opportunity for an 8th grade student to take advanced high school math courses (if the student has demonstrated higher math abilities).

Endeavor Charter School will employ many strategies for effective teaching in mixed-ability classrooms, facilitating parents in challenging their students through strategies such as:

- Providing alternative and/or extension activities for students who have already mastered the core content;
- Allowing gifted and high achieving students to work at an accelerated pace;
- Providing opportunities for students to work in flexible groups with other intellectual peers;
- Creating graduated task rubrics and product criteria negotiated jointly by the student, parent and Advising Teacher;
- Asking open-ended questions that stimulate critical thinking;
- Incorporating a variety of the levels of thinking described in Bloom's taxonomy – including the higher levels of analysis, evaluation, and synthesis – into lesson content and student work products;
- Opportunities for leadership roles and mentoring outside of the classroom.

As a result of program differentiation using the strategies just described, the unique learning needs of advanced learners will be met.

C. ACADEMICALLY LOW-ACHIEVING STUDENTS

Students will be identified as low achieving by multiple measures, including state standardized assessments, in-house benchmarks (NWEA/Let's Go Learn), teacher observations, low achievement on curriculum assessments, parent input or SST recommendations. Ongoing monitoring through each student's Personal Learning Plan and Master Agreement occurs after every month and semester, and plans are revised and/or expanded according to needs and new data. Understanding the individual needs of each student and their family and how this is affecting low-achievement is done with students all year

long on a daily basis through our personalized approach.

At-risk students are targeted for specific areas of growth via their personalized goals. Advising Teachers monitor progress using multiple measures of assessment. Students will be recommended for an SST, and where appropriate, the Principal and SPED teacher will consult for additional interventions and supports, and determine next steps.

Targeted support for students who are academically low achieving may include:

- Tutoring;
- Focused attention – prepared in consultation with the student and the parent (parent/guardian), if needed in the context of the Student Study Team process, regarding specific strategies and supports;
- Individual contract with the student detailing clear and achievable responsibilities and benchmarks for the student to achieve;
- Other program modifications and supports as determined by the Advising Teacher;
- Frequent parent-teacher communication;
- Increased time on various online learning platforms for mastery of target areas of growth (i.e. Lexia, Edgenuity My Path, the Let’s Go Learn Edge program).

Classroom modifications also may be made to support academically low-achieving students, including using different materials (visual aids, manipulatives, audio materials), using different methods (reading written material aloud to student, guided note-taking, visual cues/modeling), differentiated pacing and assignments, environment changes, testing accommodations and more.

D. STUDENTS WITH DISABILITIES

Endeavor Charter School will admit all students who wish to attend the Charter School (Education Code Section 47605(e)(2)(A).) ~~For a student who has an IEP and wants to participate in independent study, a determination as to whether independent study is appropriate must be made within 30 days and written into the IEP.~~ **A student with disabilities may participate in independent study if their IEP provides for such participation.** Endeavor Charter School will comply with all applicable state and federal laws in serving students with disabilities, including, but not limited to the Individuals with Disabilities Education Improvement Act of 2004 (“IDEA”), Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act, and any other civil rights enforced by the U.S. Department of Education Office for Civil Rights (“OCR”).

Teachers at Endeavor Charter School will implement a wide range of accommodations for students with disabilities. All teachers will receive ongoing development regarding special education policies, strategies for working with students with disabilities, and instructional practices that support students with diverse learning including:

- Early identification and symptoms of disabilities
- Accommodations for specific, observed behaviors
- What to do when a teacher or parent suspects a child may be disabled or have other challenges.

To the maximum extent appropriate, all students with disabilities will be fully integrated into the programs of Endeavor Charter School with the necessary materials, services, and equipment to support their learning. The Charter School will ensure that any student with a disability attending Endeavor Charter School is properly identified, assessed and provided with necessary services and supports. Endeavor

Charter School will meet all the requirements mandated within a student’s Individual Education Program. No assessment or evaluation will be used for admission purposes. Parents will be informed that special education and related services are provided at no cost to them. If a student enrolls with an existing IEP, Endeavor Charter School will notify the SELPA. An IEP meeting will be convened within 30 days.

1. PLAN FOR STUDENTS WITH DISABILITIES

Endeavor Charter School intends to be its own Local Education Agency (“LEA”) for the purposes of providing Special Education services, and plans to join the Fresno County Charter Special Education Local Plan Area (“SELPA”) in conformity with Education Code Section 47641(a). The potential for membership with the Fresno County Charter SELPA is being worked out at this time. The Charter School intends to provide cost-effective and consistent special education services. Endeavor Charter School recognizes that the process of providing Special Education services involves approval by the State Board of Education as a LEA and also acceptance as a member into a SELPA. Endeavor Charter School has already been working with the Fresno County Charter SELPA to prepare for application during the next application period.

In the event Endeavor Charter School does not receive approval into any SELPA prior to opening, Endeavor Charter School reserves its right to operate as a public school of the District for special education purposes, in accordance with Education Code Section 47641(b). In such a scenario, all special education funding, costs and services will be delineated within a Memorandum of Understanding with the District.

As its own LEA and member of a SELPA, Endeavor Charter School pledges to work in cooperation with all local and state agencies to ensure that a free and appropriate education is provided to all students with exceptional needs. Endeavor Charter School will comply with all regulatory special education requirements of the Individuals with Disabilities Education Improvement Act of 2004, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act, and any other civil rights enforced by the U.S. Department of Education Office for Civil Rights. Furthermore, Endeavor Charter School will comply with all provisions of AB 602, applicable SELPA guidelines, and additional federal and state laws that apply to Endeavor Charter School pertaining to special education students.

The Charter School may seek resources and services (e.g. Speech, Occupational Therapy, Adapted P.E., and Nursing) from the SELPA, subject to SELPA approval and availability. The Charter School may also provide related services by hiring credentialed or licensed providers through private agencies or independent contractors.

The Charter School shall be solely responsible for its compliance with Section 504 and the ADA. The facilities to be utilized by the Charter School shall be accessible for all students with disabilities.

Per federal law, all students with disabilities will be fully integrated into the programs of Endeavor Charter School, with the necessary materials, mandated services, and equipment to support their learning. Endeavor Charter School will meet all the requirements mandated within a student’s IEP. The Charter School will include all special needs students with non-disabled peers to the maximum extent appropriate according to their IEPs.

2. SERVICES FOR STUDENTS UNDER THE IDEA

The Charter School shall provide special education instruction and related services in accordance with the IDEA, Education Code requirements, and applicable policies and practices of the SELPA.

The Charter School shall provide services for special education students enrolled in the Charter School. The Charter School shall follow SELPA policies and procedures, and shall utilize SELPA forms in seeking out and identifying and serving students who may qualify for special education programs and services and for responding to record requests and parent complaints, and maintaining the confidentiality of pupil records.

The Charter School agrees to promptly respond to all District or SELPA inquiries, to comply with reasonable District or SELPA directives, and to allow the District or SELPA access to Charter School students, staff, facilities, equipment and records as required or imposed by law.

a. STAFFING

All special education services at the Charter School shall be delivered by individuals or agencies qualified to provide special education services as required by the California Education Code and the IDEA. Charter School staff shall participate in County or SELPA in-service training relating to special education.

The Charter School shall be responsible for the hiring, training, and employment of site staff necessary to provide special education services to its students, including, without limitation, special education teachers, paraprofessionals, and resource specialists. The Charter School shall ensure that all special education staff hired or contracted by the Charter School is qualified pursuant to SELPA policies, as well as meet all legal requirements.

b. SEARCH AND SERVE

Through collaboration between the faculty, parents and school leaders, Endeavor Charter School will work to identify any students who do not currently have an IEP or Section 504 Plan, but may be in need of pre-referral interventions. An SST will convene to review any referred students.

Students may be evaluated from already-available data (i.e. school tests, teacher observations, grades, etc.) regarding the student's progress or lack of progress within the general program. No assessment or evaluation will be used for admission purposes.

c. ASSESSMENT

The referral process is a formal, ongoing review of information related to students who are suspected of having special needs and show potential signs of needing special education and related services. Endeavor Charter School's primary internal method for referral for assessment will be the Student Study Team. The parent of any student suspected of needing or qualifying for special education services may also make a referral for an evaluation. Any such parent referrals will be responded to in writing by Endeavor Charter School in a timely manner. Any Endeavor Charter School professional may also directly refer a student for formal assessment to see if he or she has a disability. Endeavor Charter School may additionally choose to refer a student for services through the provisions of a Section 504 Plan, if appropriate.

All referrals will be responded to in writing by Endeavor Charter School within 15 days. Endeavor Charter School will notify the District and/or SELPA of the assessment request within 5 days of receipt. After a student is referred for a special education assessment, Endeavor Charter School will provide the student's parent or guardian with a proposed assessment plan, in writing, within 15 days of the referral. Parents will be informed by the Special Education Coordinator that special education and related services are

provided at no cost to them. The parent will be given at least 15 days to provide written consent. The assessment will be completed and an IEP meeting held within 60 days of receipt of the parent's written consent for assessment.

The Special Education Coordinator will be responsible for gathering all pertinent information and sharing information with all others involved in the assessment. Information gathered will be used as tools to determine the student's disability, eligibility for services, and determining the nature and extent of required services. If needed or requested, an interpreter will be provided for the parent or guardian during the assessment. A teacher or Endeavor Charter School staff member may serve as the interpreter, if fluent in the parent/guardian's native language and with parent approval. The types of assessments that may be used for determining eligibility for specialized instruction and services will be selected by Endeavor Charter School, in collaboration with any hired service providers, and will generally be performed by a qualified psychologist and a nurse if applicable. Those assessments could include, but not limited to:

- Individual testing;
- Teacher observations;
- Interviews;
- Review of school records, reports, and work samples; and
- Parent input.

Unless conflicting with SBE, CDE, or SELPA policies and procedures, Endeavor Charter School will follow the below assessment guidelines. If a conflict with any of the prior mentioned agencies' policies and procedures exists, then SBE, CDE, or SELPA policies and procedures will govern, and Endeavor Charter School will revise these guidelines accordingly:

- Parents or guardians of any student referred for assessment must give their written consent for the Charter School to administer the assessment;
- The student must be evaluated in all areas related to his/her suspected disability;
- The assessment will be conducted by a professional with knowledge of the suspected disability.
- Multiple assessments will be delivered by qualified professionals to measure the student's strengths and needs;
- Assessments will be delivered without cultural, racial or gender bias;
- Assessment results will be delivered to the parent/guardian in their primary language, and an interpreter will be provided if needed;
- Assessments will be adapted as necessary for students with impaired sensory, physical or speaking skills; and
- A multidisciplinary team will be assembled to assess the student, including a teacher knowledgeable in the disability.

Once the assessment is completed, Endeavor Charter School will hold a meeting to review the results of the assessment and determine whether the student qualifies for special education by meeting the criteria for one of 13 disabling conditions. This meeting is the initial IEP meeting described in detail below, and Endeavor Charter School will give the student's parent/guardian the opportunity to participate. Endeavor Charter School will be responsible for scheduling, coordinating and facilitating the IEP meeting.

If a student enrolls at Endeavor Charter School with an existing IEP, an IEP meeting will be convened within 30 days to review the existing IEP, discuss the student's present levels of performance and needs, and

offer appropriate placement and services. Prior to such meeting and pending agreement on a new IEP, if needed, Endeavor Charter School shall work to implement the existing IEP or as otherwise agreed upon by the parent/guardian. Within 30 days of each school year beginning, Endeavor Charter School will forward a complete list of all new IEPs to students' home districts for reference, if required by law.

d. DEVELOPMENT, IMPLEMENTATION AND REVIEW OF IEP

Every student who is assessed by the Charter School will have an IEP that documents assessment results and eligibility determination for special education services. If the student is deemed eligible for services, Endeavor Charter School will be responsible for providing specialized services, appropriate to the independent study setting, according to the student's IEP.

Endeavor Charter School will ensure that all aspects of the IEP and school site implementation are maintained. Endeavor Charter School will provide modifications and accommodations (as outlined within each individual's IEP) in the general education environment taught by the general education teacher. Students at the Charter School who have an IEP will be served in the Least Restrictive Environment (LRE).

Each student who has an IEP will have an IEP team that oversees the IEP Development, implementation and progress of the student. The proposed IEP team at Endeavor Charter School may consist of the following individuals:

- Principal (as needed)
- Special Education Coordinator (as needed)
- General Education Teacher
- School Psychologist
- School RN (as needed)
- Speech Therapist (as needed)
- The parent or guardian of the student for whom the IEP was developed;
- The student
- At least one Advising Teacher who is familiar with the curriculum or progress appropriate to that student;
- If the student was recently assessed, the individual who conducted the assessment

Others familiar with the student may be invited as needed. Endeavor Charter School views the parent as a key stakeholder in these meetings and will make every effort to ensure parents participate effectively on the IEP team. Endeavor Charter School will provide an interpreter if necessary to ensure that all parents and/or guardians understand and can participate in the IEP process. When available, a Endeavor Charter School teacher or staff member, fluent in the parent's native language, may serve as the interpreter with parent approval. If the parent(s) cannot attend the IEP meeting, the Charter School will ensure his/her participation using other methods, such as rescheduling the meeting, conferencing by telephone, conferencing via webcam, or meeting at the parent's home. A copy of the IEP will be given to the parent in accordance with State law, Endeavor Charter School and SELPA policies, as applicable.

Upon the parent or guardian's written consent, the IEP will be implemented by Endeavor Charter School. The IEP will include all required components.

The elements of the IEP will include:

- A statement of the student's present levels of academic achievement and functional performance

- The rationale for placement decisions;
- The services the student will receive and the means for delivering those services;
- A description of when services will begin, how often the student will receive them, who will provide them, and where they will be delivered;
- Measurable annual goals and short-term objectives focusing on the student’s current level of performance;
- A description of how the student’s progress will be measured and monitored;
- An explanation of the extent, if any, to which the student will not participate in general education;
- Any accommodations necessary to measure the academic achievement and functional performance of the student on state and district assessments; and
- Transition goals for work-related skills.

IEP meetings will be held according to the following schedule:

- Yearly to review the student’s progress and make any necessary changes;
- Every three years to review the results of a mandatory comprehensive reevaluation of the student’s progress;
- After the student has received a formal assessment or reassessment;
- When a parent or teacher feels that the student has demonstrated significant educational growth or a lack of anticipated progress;
- When an Individual Transition Plan is (ITP) required at the appropriate age;
- When a special education student has been suspended, especially if they demonstrate a pattern of misbehavior, to determine if changes to the IEP are required to address the misbehavior;
- Prior to the expulsion of a student with an IEP, to determine if the student’s misconduct was a manifestation of his/her disability, and
- If the parent/guardian, an Endeavor Charter School staff member, hired service providers, or the student has communicated a concern about the student’s progress.

The IEP team will formally review each student’s IEP at least once a year to determine how the IEP is meeting his/her needs. In accordance with IDEA regulations, the IEP team will also conduct a formal review of the IEP once every three years, in which the student is reassessed and the IEP is reviewed as part of an overall comprehensive reevaluation of the student’s progress.

If a parent or faculty member feels the student’s educational needs are not being met, they may request a reassessment or a review of the IEP by the IEP team at any time during the year via written notice to the Charter School. Once the request is received, the IEP Team will have thirty days, not including school vacations greater than five days, to hold the IEP meeting.

Parents will be informed each semester of the student’s progress toward meeting annual goals and whether the student is expected to meet his/her annual goals. The Goals and Objectives section of the IEP will be an attachment to the general progress report. This will serve to document the method by which the student’s progress toward achieving the annual goal is measured, the student’s progress during the relevant period, the extent to which it is anticipated the student will achieve the annual goal prior to the next annual review, and where needed, the reasons the student did not meet the goal.

e. INTERIM AND INITIAL PLACEMENTS OF NEW CHARTER SCHOOL STUDENTS

The Charter School shall comply with Education Code Section 56325 with regard to students transferring into the Charter School within the academic school year. In accordance with Education Code Section

56325(a)(1), for students who enroll in the Charter School from another school district within the State, but outside of the SELPA with a current IEP within the same academic year, the Charter School shall provide the pupil with a free appropriate public education, including services comparable to those described in the previously approved IEP, in consultation with the parent, for a period not to exceed thirty (30) days, by which time the Charter School shall adopt the previously approved IEP or shall develop, adopt, and implement a new IEP that is consistent with federal and state law.

In accordance with Education Code Section 56325(a)(2), in the case of an individual with exceptional needs who has an IEP and transfers into the Charter School from a district operated program under the same special education local plan area of the Charter School within the same academic year, the Charter School shall continue, without delay, to provide services comparable to those described in the existing approved IEP, unless the parent and the Charter School agree to develop, adopt, and implement a new IEP that is consistent with federal and state law.

For students transferring to the Charter School with an IEP from outside of California during the same academic year, the Charter School shall provide the pupil with a free appropriate public education, including services comparable to those described in the previously approved IEP in consultation with the parents, until the Charter School conducts an assessment pursuant to paragraph (1) of subsection (a) of Section 1414 of Title 20 of the United States Code, if determined to be necessary by the Charter School, and develops a new IEP, if appropriate that is consistent with federal and state law.

f. SPECIAL EDUCATION STRATEGIES FOR INSTRUCTION AND SERVICES

As detailed throughout this petition, Endeavor Charter School will employ a highly personalized model of independent study instruction for all students, which will benefit all students with learning challenges. Endeavor Charter School will also comply with the federal mandate of the least restrictive environment (“LRE”). Each student’s IEP will require different kinds of modifications for instruction and services, therefore the educational strategies of the IEP will be built around the student’s needs and how these fit within the general goals of the Charter School.

Endeavor Charter School may also contract with outside special education service providers depending on operational needs or specific requirements of the students’ IEPs. Some of the potential contracted services may include nurses, speech therapists, psychologists, autism behavioral or occupational therapists, and counselors. Endeavor Charter School will reassess its special education staffing, service providers, methods, and strategies on a continuous basis to assure that all services provided are effective and of the highest quality.

Endeavor Charter School retains the option, based on operational evaluation and program needs, to employ a high quality Special Education service provider that could coordinate and facilitate some or all of the special education related services and instruction for our students. These types of special education service providers could provide Endeavor Charter School with the following staff:

- Credentialed special education teachers/Resource specialists
- School psychologists
- Occupational therapists
- Physical therapists
- Speech-language pathologists
- School nurses

- Vision therapist
- Interpreters for students who are deaf or hard of hearing
- Orientation and mobility aids for students who are blind or visually impaired

The chosen special education service provider could also be responsible for a number of areas including Assessments, Behavioral Support, Clinical Services, Compliance/Administration, Related Itinerant Services and Designated Instructional Services (DIS), and Special Education Instruction.

g. REPORTING

Endeavor Charter School, in collaboration with its service providers, will collect and maintain the following information on disabled students as required by IDEA:

- A calculation of all school-age students with disabilities being provided special education services by age, grade, category of disability and the number of students with disabilities who are English Learners;
- The number of students provided with test modifications and the types and the number of students exempted from assessments;
- The settings in which students with disabilities receive their services, specifically including the portion of the school day they receive services with non-disabled peers and time away from the regular classroom;
- The number of students with disabilities suspended "in-school" and out of school, organized by disability and length of suspensions; and
- The basis of exit from Endeavor Charter School of students with disabilities (i.e., attainment of diploma and type, declassified, moved, etc.).

All necessary procedures and practices to ensure confidentiality and accurate/timely reporting will be the responsibility of the special education coordinator. The sped coordinator will ensure that a central file with all special education evaluation material and IEPs is maintained and that this file is locked and confidential, in accordance with IDEA guidelines. The sped coordinator will oversee access to these records, and will be responsible for ensuring that all providers responsible for the implementation of a student's IEP will have access to a copy of the IEP and will be informed of their specific responsibilities in implementing the IEP.

h. NON-PUBLIC PLACEMENTS/NON-PUBLIC AGENCIES

The Charter School shall be solely responsible for selecting, contracting with, and overseeing all non-public schools and non-public agencies used to serve special education students.

i. NON-DISCRIMINATION

It is understood and agreed that all children shall have access to the Charter School and no student shall be denied admission nor counseled out of the Charter School due to the nature, extent, or severity of his/her disability or due to the student's request for, or actual need for, special education services.

j. PARENT/GUARDIAN CONCERNS AND COMPLAINTS

The Charter School shall adopt policies for responding to parental concerns or complaints related to special education services. The Charter School shall receive any concerns raised by parents/guardians regarding related services and rights.

The Charter School’s designated representative shall investigate as necessary, respond to, and address the parent/guardian concern or complaint.

k. DUE PROCESS AND PROCEDURAL SAFEGUARDS

Parents or guardians of students with IEPs at Endeavor Charter School:

- must give written consent for the evaluation and placement of their child;
- will be included in the decision-making process when change in placement is under consideration;
- and will be invited, along with teachers, to all conferences and meetings to develop their child’s IEP.

Any concerns or disagreements raised by parents will be acknowledged by the Charter School within five days, after which a meeting between the parent and school will be scheduled to seek resolution of the disagreement. If a disagreement or concern persists, parents or guardians have the right to initiate a due process hearing to challenge a decision regarding the identification, evaluation, or educational placement of their child.

The Charter School will provide the parent with all notices of procedural safeguards as well as with information on the procedure to initiate both formal and informal dispute resolutions.

In the event that a parent/guardian files a request for a due process hearing or request for mediation, Endeavor Charter School will participate cooperatively to resolve the issues.

Parents or guardians also have the right to file a complaint with the CDE or SBE if they believe that the Charter School or SELPA has violated federal or state laws or regulations governing special education.

l. SELPA REPRESENTATION

The Charter School understands that it shall represent itself at all SELPA meetings.

m. FUNDING

The Charter School understands that it shall be subject to the allocation plan of the SELPA.

3. SECTION 504 OF THE REHABILITATION ACT

Endeavor Charter School recognizes its legal responsibility to ensure that no qualified person with a disability shall, on the basis of disability, be excluded from participation, be denied the benefits of, or otherwise be subjected to discrimination under any program of WSCS or Endeavor Charter School. A student who has a physical or mental impairment that substantially limits one or more major life activities, has a record of such an impairment, or is regarded as having such an impairment, is eligible for protections

under Section 504.

A 504 team will be assembled by the Principal and shall include the Principal (or his/her designee), parent/guardian, the student if needed, and other qualified persons knowledgeable about the student, such as the student's Advising Teacher. The 504 team will review the student's existing records including academic, social and behavioral records, and is responsible for making a determination as to whether an evaluation for 504 services is appropriate. If the student has already been evaluated under the IDEA but found ineligible for special education instruction or related services under the IDEA, those evaluations may be used to help determine eligibility under Section 504. The student evaluation shall be carried out by the 504 team who will evaluate the nature of the student's disability and the impact upon the student's education. This evaluation will include consideration of any behaviors that interfere with regular participation in the educational program and/or activities. The 504 team may also consider the following information in its evaluation:

- Tests and other evaluation materials that have been validated for the specific purpose for which they are used and are administered by trained personnel.
- Tests and other evaluation materials include those tailored to assess specific areas of educational need, and not merely those which are designed to provide a single general intelligence quotient.
- Tests are selected and administered to ensure that when a test is administered to a student with impaired sensory, manual or speaking skills, the test results accurately reflect the student's aptitude or achievement level, or whatever factor the test purports to measure, rather than reflecting the student's impaired sensory, manual or speaking skills.

The final determination of whether the student is eligible for accommodations under Section 504 must be made by the 504 team in writing and notice is given in writing to the parent/guardian of the student in their primary language along with the procedural safeguards available to them. If during the evaluation, the 504 team obtains information indicating possible eligibility of the student for special education per the IDEA, a referral for assessment under the IDEA will be made by the 504 team.

If the student is found by the 504 team to have a disability under Section 504, the 504 team shall be responsible for determining what, if any, accommodations or services are needed to ensure that the student receives the free and appropriate public education ("FAPE"). In developing the 504 Plan, the 504 team shall consider all relevant information utilized during the evaluation of the student, drawing upon a variety of sources, including, but not limited to, assessments conducted by the Charter School's professional staff.

The 504 Plan shall describe the Section 504 disability and any program accommodations, modifications or services that may be necessary.

All 504 team participants, parents, guardians, teachers and any other participants in the student's education, including substitutes and tutors, must have a copy of each student's 504 Plan. The Principal will ensure that teachers include 504 Plans with lesson plans for short-term substitutes and that he/she review the 504 Plan with any long-term substitutes. A copy of the 504 Plan shall be maintained in the student's file. Each student's 504 Plan will be reviewed at least once per year to determine the appropriateness of the Plan, needed modifications to the plan, and continued eligibility.

**ELEMENT B: MEASURABLE STUDENT OUTCOMES; AND
ELEMENT C: METHODOLOGIES FOR MEASURING STUDENT OUTCOMES**

“The measurable pupil outcomes identified for use by the charter school. ‘Pupil outcomes,’ for purposes of this part, means the extent to which all pupils of the charter school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the charter school’s educational program. Pupil outcomes shall include outcomes that address increases in pupil academic achievement both schoolwide and for all pupil subgroups served by the charter school, as that term is defined in subdivision (a) of Section 52052. The pupil outcomes shall align with the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served by the charter school.” Ed. Code § 47605(c)(5)(B).

“The method by which pupil progress in meeting those pupil outcomes is to be measured. To the extent practicable, the method for measuring pupil outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card.” Ed. Code § 47605(c)(5)(C).

Endeavor Charter School will assume an increased level of accountability for all aspects of its programs and for achieving the goals described within the vision and mission of the school. Full implementation of the educational program and frequent monitoring of student and school outcomes will ensure that the school is an academic success and is achieving all of its overarching goals. The Principal and faculty will be accountable for students’ academic achievement and operational goals. The Principal is ultimately responsible for meeting target goals, and will be held accountable by the Executive Director and Board of Directors.

I. GOALS, ACTIONS AND MEASURABLE OUTCOMES ALIGNED WITH THE EIGHT STATE PRIORITIES

Endeavor Charter School will adopt a comprehensive set of benchmarks for student and school outcomes that support the achievement of the Charter School’s vision and mission, based on the state and common core standards, state priorities, and our definition of an educated person in the 21st Century. On an annual basis, the Charter School will engage stakeholders to prepare a Local Control and Accountability Plan that details specific goals aligned with each of the state’s priorities, along with specific actions to realize each goal and fiscal allocations to support those efforts. By June 30, 2021, Endeavor Charter School will engage stakeholders in drafting its first Local Control and Accountability Plan in accordance with the Education Code and County and District policies.

CHARTER SCHOOL GOALS, ACTIONS AND MEASURABLE OUTCOMES THAT ALIGN WITH THE EIGHT STATE PRIORITIES

Pursuant to Education Code Sections 47605(c)(5)(A)(ii) and 47605(c)(5)(B), the Charter School has established goals, actions, and measurable outcomes both schoolwide and for each subgroup of pupils, which address and align with the Eight State Priorities identified in Education Code Section 52060(d).

Local Control and Accountability Plan

In accordance with Education Code Section 47606.5, the Charter School shall comply with all elements of the LCAP pursuant to regulations and a template adopted by the California State Board of Education and reserves the right to establish additional and/or amend school-specific goals and corresponding assessments throughout the duration of the charter. The Charter School shall submit the LCAP to the District and the County Superintendent of Schools annually on or before July 1, as required by Education Code Section 47604.33. **The Charter School shall also present a report on the annual update to the LCAP and the local control funding formula budget overview for parents on or before February 28 of each year as part of a nonconsent item at a regularly scheduled Board meeting.**

The LCAP and any revisions necessary to implement the LCAP, including outcomes and methods of measurement listed below, shall not be considered a material revision to the charter, and shall be maintained by the Charter School at the school site.

STATE PRIORITY #1— BASIC SERVICES

The degree to which teachers are appropriately assigned (E.C. §44258.9) and fully credentialed, and every pupil has sufficient access to standards-aligned instructional materials (E.C. § 60119), and school facilities are maintained in good repair (E.C. §17002(d))

SUBPRIORITY A – TEACHERS

GOAL TO ACHIEVE SUBPRIORITY	Shall ensure that teachers in the Charter School hold a valid Commission on Teacher Credentialing certificate, permit, or other document required for the teacher’s certificated assignment. [Ref. California Education Code Section 47605(l)]
ACTIONS TO ACHIEVE GOAL	All teacher candidates screened for employment will hold valid CA Teaching Credential, permit, or other document required for the teacher’s certificated assignment. Endeavor Charter School will annually review credential status of all teachers and remain current on credentialing requirements and changes.
MEASURABLE OUTCOME	100% of teacher candidates screened for employment will hold the valid CA Teaching Credential, permit, or other document equivalent to that which a teacher in other public schools are required to hold as required by California state law in accordance with credentialing regulations required for the teacher’s certificated assignment.
METHODS OF MEASUREMENT	Initial and annual verification of teacher credential as reported by the CA Commission on Teacher Credentialing; CALPADS, Annual publication of School Accountability Report Card

SUBPRIORITY B – INSTRUCTIONAL MATERIALS

GOAL TO ACHIEVE SUBPRIORITY	100% of pupils will have access to standards-aligned materials and additional instructional materials as outlined in our charter petition
ACTIONS TO ACHIEVE GOAL	Endeavor Charter School teachers will partner with the parent and student to create a comprehensive and personalized learning plan (PLP) for each enrolled student. Advising Teachers will be available to support high quality personalized learning for each enrolled student.
MEASURABLE OUTCOME	100% of pupils will have access to standards-aligned materials and additional instructional materials as outlined in our charter petition

METHODS OF MEASUREMENT	Instructional team will ensure that each enrolled has an appropriate and comprehensive personalized learning plan with necessary curricula.
SUBPRIORITY C – FACILITIES	
GOAL TO ACHIEVE SUBPRIORITY	Maintain the existing facility in a safe and clean condition in partnership with various entities in order to provide learning center classes to enrich and support our Independent Study program.
ACTIONS TO ACHIEVE GOAL	Maintain a facility suitable for learning center classes.
MEASURABLE OUTCOME	The facility will be kept in a safe and clean condition suitable for facilitating student learning.
METHODS OF MEASUREMENT	Site visit of physical facility.
STATE PRIORITY #2— IMPLEMENTATION OF COMMON CORE STATE STANDARDS	
<i>Implementation of Common Core State Standards, including how EL students will be enabled to gain academic content knowledge and English language proficiency</i>	
SUBPRIORITY A – CCSS IMPLEMENTATION	
GOAL TO ACHIEVE SUBPRIORITY	100% of first year teachers will participate in on-going, professional development on state standard implementation and personalizing each student’s learning in a way that promotes advancement in all core subjects.
ACTIONS TO ACHIEVE GOAL	Students who are classified as EL will receive additional support and specialized curriculum as warranted based on age, level and need. All students are monitored individually for appropriate progress.
MEASURABLE OUTCOME	First year teachers will participate in a minimum of 5 hours of standards implementation, reviewing scope and sequences, understanding various personalized learning materials and methods, and how to measure progress in a personalized learning plan.
METHODS OF MEASUREMENT	Staff meeting Agendas, Mentor teacher check lists.
SUBPRIORITY B – EL STUDENTS & ACADEMIC CONTENT KNOWLEDGE	
GOAL TO ACHIEVE SUBPRIORITY	EL students will gain English language proficiency through the implementation of the ELD strategies and curriculum
ACTIONS TO ACHIEVE GOAL	EL students participate in English Language Arts/Literacy instruction with appropriate instructional support. EL students have access to ELD curriculum.
MEASURABLE OUTCOME	Annually, 100% of EL students will gain academic content knowledge through the implementation of the CCSS.
METHODS OF MEASUREMENT	Measurement may include: EL student performance on the CAASPP statewide assessments; ELPAC Assessments; PLP folder; teacher assessments; In-House Academic Growth Assessments.
SUBPRIORITY C – EL STUDENTS & ENGLISH LANGUAGE PROFICIENCY	
GOAL TO ACHIEVE SUBPRIORITY	All EL students will be provided appropriate EL support and instruction and monitored for progress.
ACTIONS TO ACHIEVE GOAL	EL students participate in English Language Arts/Literacy instruction with appropriate instructional support. EL students have access to ELD curriculum. Teachers of EL students participate in professional development activities and

	receive additional support.
MEASURABLE OUTCOME	All EL students will progress toward English language proficiency within four years of initial classification as an English learner.
METHODS OF MEASUREMENT	Student performance on ELPAC Assessment, internal assessments and portfolio evaluations.

STATE PRIORITY #3— PARENTAL INVOLVEMENT
Parental involvement and family engagement, including efforts the Charter School makes to seek parent input in making decisions for the Charter School, and including how the Charter School will promote parental participation in programs for unduplicated pupils and individuals with exceptional needs.

SUBPRIORITY A – ACHIEVING/MAINTAINING PARENTAL INVOLVEMENT

GOAL TO ACHIEVE SUBPRIORITY	Parent participation at school events, and parent meetings held at various times throughout the year. Parent involvement with their student’s Personalized Learning Plan. Parent representation on the WSCS Board.
ACTIONS TO ACHIEVE GOAL	Promote events and parent involvement through parent communication tools and announcements.
MEASURABLE OUTCOME	We will continue to promote the active parent engagement we already have by maintaining the current level of involvement opportunities.
METHODS OF MEASUREMENT	Student PLP folders will document frequent, ongoing parent meetings. Sign up sheets will demonstrate parent involvement at school events.

SUBPRIORITY B – PROMOTING PARENT PARTICIPATION

GOAL TO ACHIEVE SUBPRIORITY	Maintain high parent involvement.
ACTIONS TO ACHIEVE GOAL	Implement our core program of parent led education using our personalized learning model.
MEASURABLE OUTCOME	100% of Endeavor Charter School’s students will have a Personalized Learning Plan (PLP) which requires daily parent involvement and regular parent meetings with the student’s teacher.
METHODS OF MEASUREMENT	PLP files

STATE PRIORITY #4— STUDENT ACHIEVEMENT

- Pupil achievement, as measured by all of the following, as applicable:*
- A. California Assessment of Student Performance and Progress (CAASPP) statewide assessment*
 - ~~B. California School Dashboard~~*
 - C. Percentage of pupils who have successfully completed courses that satisfy UC/CSU entrance requirements, or career technical education*
 - D. Percentage of ELs who make progress toward English language proficiency as measured by the California English Language Development Test (CELDT) and/or English Language Proficiency Assessment for California (ELPAC)*
 - E. EL reclassification rate*
 - F. Percentage of pupils who have passed an AP exam with a score of 3 or higher*

<i>G. Percentage of pupils who participate in and demonstrate college preparedness pursuant to the Early Assessment Program (E.C. §99300 et seq.) or any subsequent assessment of college preparedness</i>	
SUBPRIORITY A – CAASPP	
GOAL TO ACHIEVE SUBPRIORITY	Year over year improvement for 80% of students per cohort.
ACTIONS TO ACHIEVE GOAL	Develop optimal Personalized Learning Plans for each student to maximize success in both English Language Arts and Mathematics. Use charter resources to encourage measurable progress for all students.
MEASURABLE OUTCOME	Endeavor Charter School student test scores
METHODS OF MEASUREMENT	CAASPP results, internal assessments, course progress and mastery, homework, teacher observations, portfolios.
SUBPRIORITY B – CALIFORNIA SCHOOL DASHBOARD	
GOAL TO ACHIEVE SUBPRIORITY	Endeavor Charter will continue to monitor school performance as communicated on the dashboard.
ACTIONS TO ACHIEVE GOAL	Annually review dashboard results and data to inform our LCAP process.
MEASURABLE OUTCOME	Leadership meets to review data annually.
METHODS OF MEASUREMENT	Leadership team shares data with staff and stakeholders.
SUBPRIORITY C – UC/CSU COURSE REQUIREMENTS (OR CTE)	
GOAL TO ACHIEVE SUBPRIORITY	Provide a wide array of A-G courses. Provide at least one CTE pathway. Ensure access for dual enrollment opportunities with the community college.
ACTIONS TO ACHIEVE GOAL	Apply and be granted WASC accreditation. Apply and be granted A-G approved courses. Create and implement a CTE pathway. High School students may continue to take A-G courses through Glacier High School Charter as allowed by statute in order to have a WASC approved High School program and A-G approved courses during the application process for Endeavor Charter School’s approval.
MEASURABLE OUTCOME	WASC accreditation, A-G course approval, and established CTE pathway.
METHODS OF MEASUREMENT	WASC accreditation, A-G course approval, and established CTE pathway.
SUBPRIORITY D – EL PROFICIENCY RATES	
GOAL TO ACHIEVE SUBPRIORITY	Majority of EL students will advance at least one performance level per the CELDT ELPAC each academic year.
ACTIONS TO ACHIEVE GOAL	Extra support needed to obtain English proficiency will be addressed in the Personalized Learning Plan and may include 1-1 tutoring, small group instruction, and/or specialized curriculum.
MEASURABLE OUTCOME	Students will meet performance level progress each year

METHODS OF MEASUREMENT	The CELDT ELPAC test will be used to measure progress in conjunction with teacher observation, and course progress and mastery
SUBPRIORITY E – EL RECLASSIFICATION RATES	
GOAL TO ACHIEVE SUBPRIORITY	EL students will progress through the ELPAC performance levels.
ACTIONS TO ACHIEVE GOAL	Extra support needed to obtain English proficiency will be addressed in the Personalized Learning Plan and may include 1-1 tutoring, small group Instruction and/or specialized curriculum.
MEASURABLE OUTCOME	25% of those EL students who are currently at level 3 will be reclassified as Fluent English Proficient annually.
METHODS OF MEASUREMENT	The CELDT ELPAC test will be used to measure progress in conjunction with teacher observation, and course progress and mastery
SUBPRIORITY F – AP EXAM PASSAGE RATE	
GOAL TO ACHIEVE SUBPRIORITY	Endeavor Charter School will implement the Computer Science Principles AP course and exam in conjunction with the CTE Pathway in Technology- IT Services and Support.
ACTIONS TO ACHIEVE GOAL	Submit Computer Principles AP course to College Board for approval.
MEASURABLE OUTCOME	Students enrolled in the CTE Pathway in Technology- IT Services and Support will register and take the Computer Science Principles AP Exam.
METHODS OF MEASUREMENT	Computer Science Principles AP Exam Student scores.
SUBPRIORITY G – COLLEGE PREPAREDNESS/EAP	
GOAL TO ACHIEVE SUBPRIORITY	100% of High School students will have a “Five Year Plan” outlining goals, career objectives, possible career interests and high school pathway.
ACTIONS TO ACHIEVE GOAL	A “Five Year Plan” will be developed for each student to plan towards life and career objectives.
MEASURABLE OUTCOME	College and career readiness at the time of high school graduation.
METHODS OF MEASUREMENT	Yearly evaluation of the “Five Year Plan” and it’s alignment for each student.
STATE PRIORITY #5— STUDENT ENGAGEMENT	
<i>Pupil engagement, as measured by all of the following, as applicable:</i>	
A. School attendance rates	
B. Chronic absenteeism rates	
C. Middle school dropout rates (EC §52052.1(a)(3))	
D. High school dropout rates	
E. High school graduation rates	
SUBPRIORITY A – STUDENT ATTENDANCE RATES	

GOAL TO ACHIEVE SUBPRIORITY	Endeavor Charter School will maintain a 95% attendance rate
ACTIONS TO ACHIEVE GOAL	Charter School will provide a safe and engaging learning environment for all its students and families, including those of the various subgroups enrolled
MEASURABLE OUTCOME	Annual Average Daily Attendance will be at least 95%
METHODS OF MEASUREMENT	Required state attendance reporting
SUBPRIORITY B – STUDENT ABSENTEEISM RATES	
GOAL TO ACHIEVE SUBPRIORITY	Endeavor Charter School will maintain a 95% attendance rate.
ACTIONS TO ACHIEVE GOAL	Absences will be monitored each learning period. Students who have excessive absences in any one learning period will be contacted to investigate the reason for the absence and to assess if additional support is needed.
MEASURABLE OUTCOME	Attendance rate will meet or exceed 95% on state reporting.
METHODS OF MEASUREMENT	Attendance rate will meet or exceed 95% on state reporting.
SUBPRIORITY C – MIDDLE SCHOOL DROPOUT RATES	
GOAL TO ACHIEVE SUBPRIORITY	Endeavor Charter School will provide an engaging and academically rigorous program for all middle school students that will advance the students’ mastery of academic subjects while encouraging personal development.
ACTIONS TO ACHIEVE GOAL	Every student will receive a PLP which will list courses and electives. Incorporating each student’s personal strengths, needs and desires will encourage each middle schooler to take an active interest in their own learning and personal growth.
MEASURABLE OUTCOME	Students who leave Endeavor Charter School because of lack of progress will be tracked separately from students who leave for other reasons.
METHODS OF MEASUREMENT	Student enrollment and retention will be measured each year and steps will be taken to improve retention if needed.
SUBPRIORITY D – HIGH SCHOOL DROPOUT RATES	
GOAL TO ACHIEVE SUBPRIORITY	Endeavor Charter School will provide an engaging and academically rigorous program for all high school students that will advance the students’ mastery of academic subjects while encouraging personal development.
ACTIONS TO ACHIEVE GOAL	Every student will receive a PLP which will list courses and electives. Incorporating each student’s personal strengths, needs and desires will encourage each high schooler to take an active interest in their own learning and personal growth.
MEASURABLE OUTCOME	Students who leave Endeavor Charter School because of lack of progress will be tracked separately from students who leave for other reasons.
METHODS OF MEASUREMENT	Student enrollment and retention will be measured each year and steps will be taken to improve retention if needed.
SUBPRIORITY E – HIGH SCHOOL GRADUATION RATES	
GOAL TO ACHIEVE SUBPRIORITY	Every student will receive a PLP listing courses and elective and/or homeschool interests which will encourage each high schooler to take an active interest in their own learning and personal growth. 90% of students who enroll as a senior with

	Endeavor Charter School shall graduate from Endeavor Charter School.
ACTIONS TO ACHIEVE GOAL	Every student will receive a PLP listing courses and elective and/or homeschool interests which will encourage each high schooler to take an active interest in their own learning and personal growth.
MEASURABLE OUTCOME	Students from all subgroups will graduate from Endeavor Charter School after completing Endeavor’s required coursework for graduation.
METHODS OF MEASUREMENT	Student’s PLPs and achievement of goals including career/college readiness will be analyzed yearly.
STATE PRIORITY #6— SCHOOL CLIMATE	
<i>School climate, as measured by all of the following, as applicable:</i>	
<ul style="list-style-type: none"> A. <i>Pupil suspension rates</i> B. <i>Pupil expulsion rates</i> C. <i>Other local measures, including surveys of pupils, parents, and teachers on the sense of safety and school connectedness</i> 	
SUBPRIORITY A – PUPIL SUSPENSION RATES	
GOAL TO ACHIEVE SUBPRIORITY	Endeavor Charter School will maintain an annual suspension rate of 5% or less than.
ACTIONS TO ACHIEVE GOAL	Endeavor Charter School staff members and students will be trained and follow our cultural norms for behavior, academics and social interactions. On-going training as situations arise will take place during regularly scheduled staff meetings and individual meetings.
MEASURABLE OUTCOME	Endeavor Charter School will maintain an annual suspension rate of 5% or less.
METHODS OF MEASUREMENT	Annual School Accountability Report Card, California School Dashboard.
SUBPRIORITY B – PUPIL EXPULSION RATES	
GOAL TO ACHIEVE SUBPRIORITY	Endeavor Charter School will maintain an annual expulsion rate of less than 5%
ACTIONS TO ACHIEVE GOAL	Endeavor Charter School staff members and students will be trained and follow our cultural norms for behavior, academics and social interactions. On-going training as situations arise will take place during regularly scheduled staff meetings and individual meetings.
MEASURABLE OUTCOME	Endeavor Charter School will maintain a less than 5% expulsion rate.
METHODS OF MEASUREMENT	Annual School Accountability Report Card and CALPADS Report.
SUBPRIORITY C – OTHER SCHOOL SAFETY AND SCHOOL CONNECTEDNESS MEASURES (SURVEYS)	
GOAL TO ACHIEVE SUBPRIORITY	Endeavor Charter School will have a student safety plan that all staff members will be required to know, understand and follow.
ACTIONS TO ACHIEVE GOAL	Endeavor Charter School will review the safety plan annually. Students who are not actively engaged in their PLP will receive extra support in order to increase school connectedness and positive staff/student relations.
MEASURABLE OUTCOME	Annual Student Survey, School Safety Plan
METHODS OF MEASUREMENT	Annual Student Survey, School Safety Plan

STATE PRIORITY #7— COURSE ACCESS	
<i>The extent to which pupils have access to, and are enrolled in, a broad course of study, including programs and services developed and provided to unduplicated students (classified as EL, FRPM-eligible, or foster youth; E.C. §42238.02) and students with exceptional needs.</i>	
<i>“Broad course of study” includes the following, as applicable:</i>	
<i>Grades 1-6: English, mathematics, social sciences, science, visual and performing arts, health, physical education, and other as prescribed by the governing board. (E.C. §51210)</i>	
<i>Grades 7-12: English, social sciences, foreign language(s), physical education, science, mathematics, visual and performing arts, applied arts, and career technical education. (E.C. §51220(a)-(i))</i>	
GOAL TO ACHIEVE SUBPRIORITY	Endeavor Charter School students, including all student subgroups, unduplicated students, and students with exceptional needs, will have access to and enroll in our educational program as outlined in the school’s Charter. There is an almost unlimited amount of course access for all subgroups due to online course offerings, teacher-created courses, personalized electives and traditional electives.
ACTIONS TO ACHIEVE GOAL	All academic content areas will be available to all students, including student subgroups, at all grade levels.
MEASURABLE OUTCOME	100% of students including all student subgroups, unduplicated students, and students with exceptional needs, will be enrolled in the Endeavor Charter School academic program as outlined in the school’s charter
METHODS OF MEASUREMENT	PLPs, learning center class enrollment, and community college enrollment
STATE PRIORITY #8— OTHER STUDENT OUTCOMES	
<i>Pupil outcomes, if available, in the subject areas described above in #7, as applicable.</i>	

II. ADDITIONAL OUTCOMES

Annual individual goals and objectives for each student will be written collaboratively by the student, parent (parent/guardian) and Advising Teacher in the student’s Master Agreement; monthly Personal Learning Plans will set specific standards-aligned learning objectives. Student progress toward completion of goals will be monitored by the Advising Teacher every 7-20 school days based on the needs of the student.

In addition to the goals outlined in the LCFF table above, additional goals include:

1. The Board of Directors will carry out its responsibilities with the utmost degree of good faith, honesty, integrity, loyalty and undivided service to the Charter School as demonstrated by the actions of the Board and adherence to legal requirements.
2. Financial planning and annual budgets will reflect the appropriate allocation of resources to ensure achievement of the Charter School’s vision and mission as demonstrated by balanced budgets that address the Charter School’s priorities and successful external audits.

These goals and our progress toward goals will be communicated regularly with our entire school community.

III. METHODS OF ASSESSMENT

Endeavor Charter School will administer a variety of meaningful assessments to document and evaluate student academic progress over time. Student achievement data gathered through internal and external assessments will provide teachers the opportunity to modify each student's PLP and instruction in response to student outcomes, and allow the Charter School to adjust its program to best address student needs. Data obtained from standardized assessments will be disaggregated annually to clearly identify the academic performance of students by sub-groups (e.g., by ethnicity, gender, English Learners, socioeconomically disadvantaged students, and students with disabilities). Additionally, internal assessments (teacher-created, publisher and online assessment tools), will be analyzed individually by teachers and in collaborative groups during common planning time in order to target student needs, identify program strengths and gaps, and to plan subsequent instruction and students' PLPs.

Endeavor Charter School will comply with all regulations, reporting and processes associated with the state's Local Control Accountability Plans under the Local Control Funding Formula.

To the extent practicable, the method for measuring pupil outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card.

Teachers will use a variety of assessments to measure individual students' attainment of state content standards and to follow their academic progress. Students will participate in our formal in-house assessments each year, such as Let's Go Learn for K-5th and NWEA for 6th-11th. Informal assessments will also play a major role in determining students' academic success including teacher observations, homework samples, written work, progress on intervention curriculum (programs such as LEXIA and My Path), project-based work and more.

By the end of the third grade (and the first year of CAASPP testing) we expect that most students will Meet/Exceed standards in ELA and Math. Ongoing assessment of daily work and formal evaluation using online assessments, scoring guides, tests and checklists will provide the Advising teacher(s), parent (parent/guardian) and student with feedback on student achievement and progress. As students progress into and through middle grades and high school, student evaluation will become more formal, including student-produced projects, final draft writing, science experiments and presentations of research. Students will be assessed in a summative manner in the form of quizzes, tests (both written and online), essays, research papers, presentations and/or projects.

We will use the following assessments:

- California Assessment of Student Performance and Progress in ELA, Math (grades 3-8 and 11) and the California Science Test (grades 5, 8, and high school)
- NWEA benchmark assessments based on CCSS (grades 6-11)
- Let's Go Learn benchmark assessments based on CCSS (grades K-5)
- Curriculum publishers (text and online) assessments
- ELPAC to measure progress for EL students
- PSAT, SAT and ACT test scores for high school students
- Stakeholder surveys (parents, students, teachers/staff) to evaluate curriculum, instructional practices, parent/student policies and procedures, school culture, and/or school-wide performance.

IV. DATA DRIVEN INSTRUCTION

Endeavor Charter School will utilize a comprehensive and customizable student information system, School Pathways, already in place at WSCS' other charter schools, MHSC and GHSC, to store student information, including a variety of reports on student achievement with both school-wide and subgroup analyses. While the Principal will have primary responsibility for overseeing all student achievement data entry, analysis, reporting and reflection on data, all teachers will receive intensive training on student achievement data and effective usage of the SIS.

Endeavor Charter School teachers and school leaders will analyze student achievement data on a continuous basis in order to identify the needs of each individual student over time, using data to formulate the PLP for each student monthly. Teachers will be provided with common planning time that they will use to examine data at regularly scheduled staff meetings. The Principal will monitor the progress of all subgroups (particularly language learners and special education students), and patterns of academic achievement that may indicate declining progress or inequitable outcomes among different sub-groups. Any problematic data trends will be directly addressed through meetings with individual students and their parents as well as the Advising Teachers, and through the examination of policies or curriculum that may be contributing to declining achievement or inequities.

On an annual basis, internal data will be compared to CAASPP and other state standardized test data to determine efficacy in predicting performance. Endeavor Charter School will also annually prepare and make public its School Accountability Report Card ("SARC").

V. PROGRESS REPORTS/GRADING

Grades K-8

At the elementary level, the Advising Teacher formally evaluates students twice each year: midway through the school year and at the end. The evaluation for each student is formulated by a combination of work samples, assessments, and teacher observation. The Advising Teacher uses a rubric of O, S, and N. N denotes, "needs improvement," S denotes, "satisfactory," and O denotes, "outstanding." These evaluation forms are placed in each student's school file.

Grades 9-12

At the high school level, students typically take seven 5-credit classes per semester. In this scenario a student would receive 70 units per year. The following table demonstrates the units necessary to move from one grade level to another.

9 th Grade:	0-54 credits	10 th Grade:	55-124 credits
11 th Grade:	125-189 credits	12 th Grade:	190-260 credits

Students can receive the grades of A, B, C, D, F, or P. Each grade has a point value which affects a student's overall GPA. The following table demonstrates the Grade Point Average value for each letter grade.

A: 4 points B: 3 points C: 2 points D: 1 point F: 0 points

All grades are reviewed and finalized by our Credentialed Advising Teachers. A student who has not completed a course by the end of a semester, may take a mark of “incomplete” (I) if s/he has at least 70% of the course already completed. This mark means that the student is not receiving credit, but will complete the course in the following semester. The student will receive a letter grade reduction for their incomplete.

For transcript purposes, credit for that course will be assigned in the semester in which the course is originally listed on the Master Agreement. If the incomplete course is not finished in the following semester the student’s incomplete will be calculated for GPA as an “F.”

An individual plan is created by the Advising Teacher for students who are behind on credits. This may include Credit Recovery online courses, extra tutoring and working during Summer.

Students will receive updated transcripts each semester based on a semester grading period. Report cards include the student’s entire transcript to date and will be mailed to parent/guardian.

ELEMENT D: GOVERNANCE STRUCTURE

“The governance structure of the charter school, including, but not limited to, the process to be followed by the charter school to ensure parental involvement.” Ed. Code § 47605(c)(5)(D).

I. NON-PROFIT PUBLIC BENEFIT CORPORATION

Endeavor Charter School will be a directly funded independent charter school operated by Western Sierra Charter Schools, a California non-profit public benefit corporation with designation as a 501(c)(3) tax-exempt organization by the IRS, pursuant to California law upon approval of this charter. WSCS currently operates Mountain Home School Charter and Glacier High School Charter. Like these two schools, Endeavor Charter School will be governed by the WSCS Board of Directors (“Board”) in accordance with the Charter Schools Act, Nonprofit Public Benefit Corporation Law, the corporation’s Bylaws and the terms of this charter, and all other applicable state and federal laws. WSCS shall comply with the Brown Act, the Public Records Act, the Political Reform Act, and Government Code Section 1090, as set forth in Education Code Section 47604.1. Copies of WSCS’ Bylaws [Appendix 8](#) and Conflict of Interest Code [Appendix 9](#) are attached. The Articles of Incorporation and proof of tax exempt status are found in [Appendix 10](#).

The Charter School shall operate autonomously from the District, with the exception of supervisory oversight as required by statute and other contracted services as negotiated between the District and the Charter School. Pursuant to Education Code Section 47604(d), the District shall not be liable for the debts and obligations of the Charter School, nor will the District be liable for claims arising from the performance of acts, errors, or omissions by the Charter School as long as the District has complied with all oversight responsibilities required by law.

II. GOVERNANCE STRUCTURE

A. MAJOR ROLES AND RESPONSIBILITIES

1. BOARD OF DIRECTORS

In addition to the general and specific powers of the Board delineated in California Nonprofit Public Benefit Corporation law and included in the Bylaws, the Board of Directors is fully responsible for the operation and fiscal affairs of the Charter School, including, but not limited to the following:

- Ensure the Charter School meets its mission and goals
- Monitor student achievement to ensure progress toward fulfillment of the mission;
- Hire, supervise, and evaluate the Executive Director and Principal;
- Retain ultimate responsibility for hiring and terminating all other employees;
- Approve contractual agreements in accordance with Board policies;
- Approve and monitor the Charter School’s annual budget, budget revisions, and monthly cash flow statements;
- Act as a fiscal agent. This includes but is not limited to the receipt of funds for the operation of the Charter School in accordance with applicable laws and the receipt of grants and donations consistent with the mission of the Charter School;

- Contract with an external independent auditor to produce an annual financial audit according to generally accepted accounting practices;
- Establish operational committees as needed;
- Recruit and appoint new Board members and provide orientation training
- Participate in fundraising to support the Charter School
- Execute all applicable responsibilities provided for in the California Corporations Code;
- Engage in ongoing strategic planning;
- Approve the schedule of Board meetings;
- Participate in the dispute resolution procedure and complaint procedures when necessary;
- Approve charter amendments as necessary and submit requests for material revisions as necessary to the District for consideration;
- Approve annual independent fiscal audit and performance report;
- Appoint an administrative panel to take action on recommended student expulsions.

WSCS has adopted a conflict of interest code that complies with the Political Reform Act, Government Code Section 1090 as set forth in Education Code Section 47604.1, and Corporations Code conflict of interest rules, and which shall be updated with any charter school-specific conflict of interest laws or regulations. As noted above, the Conflict of Interest Code is attached within [Appendix 9](#).

The Board of Directors attends an in-service for the purposes of training individual board members on their responsibilities with topics including at minimum Conflicts of Interest, [ethics \(AB 2158\)](#), and the Brown Act.

The Board may execute any powers delegated by law to it and shall discharge any duty imposed by law upon it and may delegate to an employee of WSCS any of those duties with the exception of budget approval or revision, approval of the fiscal audit and performance report, and the adoption of Board policies. The Board however, retains ultimate responsibility over the performance of those powers or duties so delegated.

2. EXECUTIVE DIRECTOR

The Executive Director serves as the operational and educational leader and chief executive officer of WSCS. The Executive Director shall be responsible for the direction of the Charter School and of WSCS relationships with stakeholders (e.g. community members, parents, students, staff, donors, District oversight office, etc.) and leadership of the organization’s development efforts.

The Executive Director shall perform assigned tasks as directed by the Board of Directors and shall be required to undertake some or all of the tasks detailed below. These tasks may include, but are not limited to, the following:

- Ensure the Charter School enacts its mission;
- Guide the Charter School toward the fulfillment of its vision and future goals;
- Communicate with and report to the Board of Directors;
- Plan, direct, implement and evaluate the instructional program of the Charter School;
- Oversight and planning of professional development for teachers and staff;
- Monitor the Charter School’s instructional accountability, including collecting, analyzing, and reporting school and student performance data to develop school priorities and to drive decision-making;

- Ensure that appropriate evaluation techniques are used for both students and staff;
- Oversee student discipline, and as necessary participate in the suspension and expulsion process.
- Oversee implementation of organizational policies established by the Board of Directors;
- Oversee all corporate finances, including those of Endeavor Charter School, and take actions to ensure financial stability and accurate financial records;
- Oversee the recommendations of employee hiring, promotion, discipline, and/or dismissal;
- Oversee operational systems such as student records, teacher records, teacher credentialing, contemporaneous attendance logs, purchasing, budgets, and timetables;
- Promote the Charter School in the community, encourage positive public relations and interact effectively with media;
- Take an active role in fundraising and grant writing for the Charter School;
- Ensure compliance with all applicable state and federal laws;
- Complete and submit required documents as requested or required by the charter and/or Board of Directors and/or the District;
- Attend District administrative meetings as requested by the District and stay in direct contact with the District as needed;
- Present the independent fiscal audit to the Board of Directors, and, after review by the Board of Directors, present audit to the District, the County Superintendent of Schools, the State Controller, and the California Department of Education.

The above duties, with the exception of personnel matters, may be delegated or contracted as approved by the Board of Directors to another appropriate employee or third party provider.

3. PRINCIPAL

The Principal will be the leader of the school site. He/She will ensure that the curriculum is implemented in order to maximize student learning experiences and be responsible for the orderly day-to-day operations of the Charter School and the supervision of all employees at the school site. Responsibilities will include, but are not limited to, the following:

- Manage and/or oversee all daily school operations, including student admissions and discipline, facilities, front office, school scheduling, etc.
- Recruit, hire, train, coach, evaluate, and if needed, discipline or terminate teachers and staff
- Ensure that appropriate evaluation techniques are used for both students and staff
- Develop, support, guide, and evaluate teachers and other personnel to ensure the academic achievement of all student subgroups and targeted student populations
- Provide instructional support by building the capacity of teachers in implementing effective strategies to teach all student subgroups and targeted populations, including English Learners, foster youth, low income students, gifted and talented students, and students with disabilities
- Prepare the annual Local Control Accountability Plan in collaboration with stakeholders
- Oversee school wide testing
- Prepare the Charter School's master schedule
- Assist the Executive Director in meeting state and federal mandates and to ensure instructional monitoring and compliance needs
- Take responsible steps to secure full and regular attendance of students enrolled in accordance with policies established by the Board of Directors
- Oversee student discipline, and as necessary participate in the suspension and expulsion process
- Promote the Charter School in the community

- Oversee student services, enrichments and extracurricular activities
- Organize, assist, and implement the Charter School’s safety plan and ensure compliance with mandated child abuse reporting
- Manage the Charter School’s facilities

The WSCS Organizational Chart is included in [Appendix 11](#)

III. GOVERNING BOARD COMPOSITION AND MEMBER SELECTION

The Charter School will be governed by the WSCS Board of Directors (“Board” or “Board of Directors”) in accordance with the Board’s adopted corporate bylaws, which shall be consistent with the terms of this charter.

The Board of Directors shall be ~~composed of no less than 5 members and no more than nine members should the authorizing Districts choose to participate on the Board of directors and no more than eleven directors,~~ pursuant to the Bylaws. ~~Other than directors appointed pursuant to Education Code Section 47604(c), in the sole discretion of the pertinent chartering authority, all directors shall be designated by the existing Board of Directors at the corporation’s annual meeting of the Board. Any such chartering authority representative shall serve solely at the chartering authority’s discretion, and may be appointed and/or removed only by the chartering authority or designee. All directors shall be designated by the existing Board of Directors at the corporation’s annual meeting of the Board.~~ Each director shall hold office unless otherwise removed from office in accordance with the bylaws for three (3) years and until a successor director has been elected as required by the position as described below. No Director, other than the District representative may serve for more than six consecutive years.

The Board of Directors will be composed of representatives of the following constituencies:

- One parent of a Mountain Home School student
- One parent of a Glacier High School student
- Two parents of Endeavor Charter School students
- One teacher from Mountain Home School or Glacier High School
- One teacher from Endeavor Charter School
- One Community member
- One Representative from Yosemite Unified Board (if YUSD desires)
- One representative identified by Fresno Unified School District Board (If FUSD desires)
- Upon receipt of a petition for student representation that meets the requirements of Education Code Section 47604.2(b)(2), the Board of Directors shall order the inclusion within its membership, in addition to the number of members otherwise prescribed, of at least one student member. A student member of the Board of Directors shall have preferential voting rights as defined in Education Code Section 47604.2(b)(4).**

The current WSCS Board is composed of the following members:

Name	Representative Group
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Darin Soukup, Ph.D	Community Member
Joyce Vind	Staff, Oakhurst
Tamera Dent	Parent, Oakhurst
Richard Shehadey	Parent, Fresno
Margaret DenHartog, M.A.	Staff, Fresno
Brian Fulce	Parent, Oakhurst
Jacqueline Pucheu	Parent, Fresno
Monika Moulin	YUSD Board

Please see [Appendix 1](#) for board member bios including names and relevant qualifications.

The existing Board of Directors shall designate all other directors. Any member of the community may refer a potential candidate to the Board, which will evaluate prospective candidates to determine whether or not they fit the stated needs of the Board recruitment strategy. Although the Board strives for unanimous support for new Board Members, per the Bylaws, a simple majority is all that is needed to designate a Director.

Although not required, the Board will strive to create an odd number of Directors for voting purposes. In accordance with its Bylaws, the Board will appoint new members upon the resignation or removal of any director, or any change in the stated number of Board members (e.g., expanding the size of the Board to increase fundraising capacity). In accordance with Education Code Section 47604(c), the District may appoint a representative to sit on the Board.

In recognition of the need for diverse voices and expertise on the Board, there will be a consistent attempt to recruit Board members that will ensure sound oversight of the fiscal, operational, and instructional practices of the Charter School, including individuals with experience in business management, law, finance, education, governance, administration, facilities, and community relations.

Threshold screening criteria for all prospective members of the Board will be a demonstrated understanding of and commitment to the mission, vision and unique educational model of WSCS as well as a strong commitment to serving the Charter School’s students. Other relevant criteria for Board selection include a demonstrated ability to act in a leadership capacity and a commitment to diligently fulfilling all Board responsibilities, including a willingness to routinely attend Board meetings and participate actively in oversight of the Charter School. New Board members will go through an initial orientation to their responsibilities as Board members and effective charter school oversight.

IV. GOVERNANCE PROCEDURES AND OPERATIONS

The Board of Directors will meet regularly (approximately six times each calendar year), and in accordance with the Brown Act and Education Code Section 47604.1(c). Additional meetings may be called as necessary and will comply with all of the provisions of the Brown Act. At an annual meeting, the Board will set the calendar for upcoming Board meetings for the year and publish the schedule on its charter schools' websites. Agendas for regular meetings will be published in advance and distributed to each member of the Board of Directors and will be physically posted at the Charter School's entrance and office, and posted on the Charter School website, for public viewing at least 72 hours in advance of regular meetings. Agendas for special meetings will be posted in the same manner at least 24 hours before the meeting.

The Board may initiate and carry on any program or activity or may otherwise act in a manner which is not in conflict with or inconsistent with or preempted by any law and which are not in conflict with this charter or the purposes for which charter schools are established.

Decisions of the Board are by majority vote. As consistent with the requirements of Corporations Code Section 5211(a)(8), an act or decision made by a majority of the directors present at a meeting duly held at which a quorum is present is an act of the Board. In accordance with the Brown Act, directors may participate in meetings via teleconference, so long as a minimum of a quorum of directors participates within the jurisdictional boundaries, all votes are taken by roll call, and other prescribed requirements for teleconference participation are met, as detailed in the Bylaws.

The Board of Directors may, in its discretion, form Committees, each consisting of two or more directors, in accordance with the Bylaws and applicable law, to accomplish the objectives and responsibilities of the Board and to ensure that the Charter School meets achieves its mission and goals, including, but not limited to, a Finance Committee, Personnel Committee and Nominating Committee. Committee meetings will be held in accordance with the Brown Act, as detailed in the Bylaws. Appointments to committees of the Board of Directors shall be by majority vote of the directors then in office. The Board of Directors may appoint one or more directors as alternate members of any such committee, who may replace any absent member at any meeting.

Contracted services shall be chosen, negotiated, monitored, and evaluated by the Board, to ensure the following:

- the reasonableness of the terms of the contract with costs reflecting a fair market value of services provided;
- fidelity to the Charter;
- the academic success as measured by federal and state performance standards and the methods of measurement described herein; and
- the fiscally sound condition of the Charter School.

V. PARENT/GUARDIAN INVOLVEMENT IN GOVERNANCE

Endeavor Charter School is built from the ground up on parent leadership. We do not seek merely to recruit parents to help us accomplish our plans and purposes as a school. Rather we understand our role to be to help the parents accomplish their plans and purposes with their students. The Endeavor Charter School methodology requires parents to be dedicated to their child's education in a daily, hands-on way.

We maintain an open-door philosophy to encourage parent input in planning, teaching, and organizing the Endeavor Charter School program. The WSCS Board includes four parents on its eight-member board. Furthermore, as part of their agreement with the Charter School, parents/guardians will:

- Participate in an orientation meeting with the staff to discuss parent responsibility and to determine goals and objectives for their individual students.
- Oversee their children’s education in all subject areas, keep a record of studies, and keep a file of student work.
- Schedule appointments and meet with the Advising Teacher and student at least once every twenty school days, bringing records of studies and samples of work for each student.
- Be strongly encouraged to participate in a minimum of one school sponsored event or activity per semester.
- Stay informed of current events and activities offered at the Charter School by any or all of the following means:
 - Reading Endeavor Charter School monthly newsletter.
 - Checking the Charter School website
 - Listening to the Charter School “all call” phone messages.
 - Noting the Charter School bulletin board for information.
 - Checking the individual family “mailbox” for messages.

Parents are invited to attend all Board meetings and to provide continuous feedback to the Principal. Formal annual surveys collect parent input. Parents also participate in the annual LCAP planning and update process.

ELEMENT E: EMPLOYEE QUALIFICATIONS

“The qualifications to be met by individuals to be employed by the charter school.” Ed. Code § 47605(c)(5)(E).

All employees at Endeavor Charter School shall be employees of Western Sierra Charter Schools, an equal employment opportunity employer. Unlawful discrimination or harassment on the basis of the actual or perceived characteristics of race, religion, creed, color, gender, gender identity, gender expression, nationality, national origin, ancestry, ethnic group identification, genetic information, age, medical condition, marital status, sexual orientation, sex and pregnancy, physical or mental disability, childbirth or related medical conditions, military and veteran status, denial of family and medical care leave, or on the basis of a person’s association with a person or group with one or more of these actual or perceived characteristics, or any other basis protected by federal, state, local law, ordinance or regulation is strictly prohibited.

Employees’ job duties and work basis will be negotiated in individual employment agreements, and general job descriptions will be developed for each staff position in alignment with this Charter Petition. The Charter School is committed to recruiting and hiring a community of professionals who are dedicated to the education of all students and the mission of the Charter School.

Endeavor Charter School is a school of choice, and no employee will be required to work at Endeavor Charter School or another school operated by Western Sierra Charter Schools.

WSCS will comply with all applicable state and federal laws regarding background checks and clearance of all personnel, and prohibitions regarding the employment of any person who has been convicted of a violent or serious felony. (See Element F for more detailed information.) Pursuant to Education Code Section 47605(l), the Charter School shall ensure that teachers hold the Commission on Teacher Credentialing certificate, permit or other document required for their certificated assignment. The Charter School will actively recruit credentialed teachers to minimize the use of teachers holding emergency credentials.

The Charter School will comply with all State and federal laws concerning the maintenance and disclosure of employee records. The Charter School will comply with all applicable State and federal mandates and legal guidelines under the ESSA.

I. LEAD STAFF

A. WSCS EXECUTIVE DIRECTOR

The Executive Director is responsible for the effective operation of all WSCS schools, and the general administration of all instructional, business, or other operations of the WSCS schools, including Endeavor Charter School. He or she will administer and supervise the Charter School and its employees, lead development of educational program improvement, foster a culture of positive, engaged learners, and serve as a strong advocate for the Charter School’s core values—including developmental philosophy and parental involvement.

He or she will work closely with the Charter School Principal to plan and design innovative curriculum, and design and implement teacher training for effective curriculum implementation. He/she will ensure that the Charter School provides all students with core academics (i.e. reading and writing, math, social studies and science). He/she will also work collaboratively with the Charter School administration, credentialed staff, classified staff and Board of Directors to provide consistent and effective school leadership for the Charter School.

Executive Director Job Domains and Duties

- Human Resources

Staff hiring and dismissal

Implementation of staff contracts

Staff Supervision and evaluation

Staff development

Credential and legal compliance monitoring

- Budget Planning and Control

Budget creation, monitoring & control

Purchasing

Annual reports (P.1, P.2, 1st and 2nd Interim)

Annual audit

- Business

All insurances (property and liability, workers comp. and health)

Coordination with MCOE business services

Coordination with the CDE

Coordination with the Authorizing District

Preparation and monitoring of SB 740

- Curriculum and Instruction

Development and oversight of academic program

Curricular development

Oversight of articulation and coordination between various schools within WSCS

Oversight of assessment program

- Program Development

Vision and Mission development and implementation

Strategic planning and implementation

Chief advocate for school method

Calendar development and Schedule

Annual LCAP development and implementation

WASC Coordination

Future expansion

Development and oversight of instructional technology

Charter renewal and compliance

Promotion and outreach

Coordination with charter granting district

- Student Services
 - Oversight of special education
 - Oversight of student guidance
 - Oversight of student safety
 - Participation on SELPA board

- Facilities
 - Facility planning and development
 - Oversight of facility maintenance
 - Oversight of facility safety
 - Facility use

- WSCS Board
 - School Wide Vision and Mission
 - Coordination and leadership with WSCS Board
 - Board training and development
 - Legal compliance
 - Recommend policies
 - Recommend new members
 - Program development and evaluation

Qualifications:

Essential Knowledge/Skills: Knowledge of Governing Board policies, California charter statutes, policies and procedures and regulations. Paramount to this top leadership position with WSCS is a deep experiential knowledge of and commitment to the methodology of parent led education (often referred to as “homeschooling”). Additionally, the Executive Director must be aware of and provide leadership regarding community support, community expectations for the WSCS charter schools, curriculum and instructional theory and practices, management principles and financial planning, management information systems and leadership techniques is essential. The position requires, among other qualities, managerial, observational, communications, and leadership skills and abilities, or any equivalent combination of experience and training that would provide the required knowledge, skills and abilities.

EDUCATION and/or EXPERIENCE

Education: Bachelor’s degree, Graduate level degree preferred
 CA Administrative Services Credential preferred

Experience: Have at least 5 years of successful teaching and 3 years of out of classroom support experience. Prefer school or school system administrative experience with concentration in administration, supervision, curriculum, finances and personnel management.

B. PRINCIPAL

The Principal operates under the supervision of the Executive Director and in accordance with federal and state laws; the Principal works in developing, formulating, and revising school programs, and educational program review; participates in administrative decision making; fosters a culture of collaboration and professional growth; and drives the overall educational achievement goals of the Charter School.

PROFESSIONAL DUTIES & RESPONSIBILITIES

Lead, manage and oversee all functions of Endeavor Charter School, including education program to ensure academic performance of student, school office operations, community relations, people management and facilities in accordance with legal and organization standards.

Responsibilities and duties:

- Provide Instructional Leadership for the Charter School, including: maintaining school-wide focus on high standards of student achievement; ensuring coverage of State Standards; maintaining a college-going culture; modeling instructional framework; managing process for analyzing data to increase student achievement, supporting all teachers in their professional development, and supporting new teachers.
- Manage all human resources at the Charter School, including: attracting and selecting personnel; providing professional development opportunities; developing collaborative team culture; and managing performance. Adhere to organization policy and state/federal employment laws.
- Manage all Charter School resources, including: planning for future needs, adhering to school policy and protocols for sound fiscal management.
- Develop an effective Charter School community, including: working with parents to better serve students; garnering support from community groups and leaders; developing positive relationships with the District and neighborhood schools; and partnering with institutions of higher education to support the Charter School's educational program and provide opportunities for students and families to experience college life.
- Manage process for determining priorities; set development timetables and support the Charter School team in achieving deliverables.
- Manage daily operations, facilities, safety, and administrative processes for the Charter School, including addressing issues and problems that arise in a solutions-centered, creative, thoughtful and constructive way; following-up with constituents as needed; adhering to best practices, policies and procedures; and seeking outside support as appropriate.
- Lead long term strategic planning and medium term process improvement as needed.
- Continue and support the Charter School's mission, vision, standards, policies and procedures, operating instructions, confidentiality standards, and general legal/ethical behavior.
- Perform other related duties as required and assigned.

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES:

- Essential to the Principal position is a deep experiential knowledge of and commitment to the methodology of parent led education (often referred to as "homeschooling")
- Demonstrated commitment to students and learning, in tandem with knowledge of curriculum development and program design
- In-depth experience developing teachers including strong experience in performance assessment.
- Excellent communication, presentation and interpersonal skills with demonstrated ability to write clearly and persuasively.
- Excellent organization, time management and follow-up skills; high sense of urgency; demonstrated ability to successfully handle multiple projects concurrently; ability to work as a team.
- Strong community-building skills.

QUALIFICATIONS

- Minimum of 5 years teaching/counseling experience, with a history of improving student achievement.
- Valid CA Administrative Services credential preferred.

- Relevant Master's or equivalent degree preferred.

Chief Business Officer

JOB SUMMARY:

The position is under the general direction of the Executive Director and performs complex, fiduciary, professional, accounting services while also providing fiscal, administrative, and business management guidance as a part of the senior management team.

DISTINGUISHING CHARACTERISTICS:

The Chief Business Officer (CBO) has the responsibility for directing fiscal/business operations in carrying out the charter school's mission as directed by the governing Board. This position provides policy guidance, advice, and counsel to management regarding strategic policy goals as well as executing day-to-day operations.

JOB DUTIES:

- Provide managerial and strategic planning support to the School Administrator and Board
- Provide cohesive, team oriented service to staff members
- Create, enhance, and/or implement organizational policies and procedures
- Process payroll, tax deposits, and accounts payable
- SACS reporting
- Attendance reporting
- Fiscal year-end balancing, financial statement, and report preparation
- Budget preparation, monitoring, and reporting
- Cash management, monitoring and processing
- Board meeting reporting and preparation
- Procurement and management of grants
- Maintain District code database with MCOE
- STRS/PERS retirement plan contribution processing
- Process CalPADS data collection
- Process workers compensation reports
- Maintain personnel files
- Prepare Y/E 1099's and W-2's

REQUIRED KNOWLEDGE AND SKILLS:

- Accounting principles, practices, and procedures utilized in accounting systems
- Procedures related to a general ledger accounting systems
- Government funding appropriation structure
- State/federal administrative circulars, applicable costs principals, and administrative procedures
- General ledger and subsidiary accounts involving assets, liabilities, revenues, and expenditures
- Government auditing standards and requirements
- General Accepted Accounting Principles ("GAAP") financial statement preparation

- Payroll processing; accounts payable processing, fixed asset tracking and depreciation
- Federal, state, and county tax regulations and tax form filing

REQUIRED EDUCATION AND EXPERIENCE (QUALIFICATIONS):

A Bachelors Degree in Accounting, Public Administration, Business Administration or a related field.

As well as five years of prior governmental, school, or not-for-profit fund accounting experience in a managerial/supervisory capacity or eight years of prior general accounting experience in a managerial/supervisory capacity. Experience must demonstrate comprehension and application of General Accepted Accounting Principles within a public institutional setting.

ADDITIONAL REQUIREMENTS:

Ability to operate complex computerized accounting systems; analyze and process financial data and make arithmetic computations rapidly and accurately; correctly classify documents and maintain accurate financial records; utilize spreadsheets and word processing programs; work independently with minimum supervision; understand and carry out oral and written instructions; work cooperatively with others; apply and create policies appropriate to a variety of situations; interview others; lead training classes; discuss and give guidance regarding, accounting, financial, and general administrative issues.

C. ADVISING TEACHERS

As a personalized learning school, Endeavor Charter School offers students and families unique, customized and personal, educational services. The Endeavor Charter School teacher works very closely with each student and family assigned to him/ her and provides specialized, professional educational guidance. The credentialed teacher at Endeavor Charter School is called upon to fulfill many roles beyond the standard expectations of a classroom teacher. Those expectations are spelled out in this job description.

This job description will address the four primary domains of a Endeavor Charter School Advising Teacher’s responsibility:

1. Instructional Planning and Supervision
2. Student Instruction
3. Student Custodial Care
4. General Responsibilities

1. Instructional Planning and Supervision

Each Endeavor Charter School Advising Teacher will provide the following services, for each student assigned to his/ her caseload, with regard to instructional planning and supervision.

- Create or facilitate the creation of the entire academic program of each student
- Calendar and direct meetings with each student and family on a scheduled regular
- Maintain, for official record, a file for each student

- Monitor academic progress for each student and communicate this progress to each student and parent as well as staff, the Charter School Principal and the WSCS Board as necessary
- Provide flexible, differentiated educational guidance based upon each student's and parent's need and ability
- Develop and maintain expertise in Endeavor Charter School's curriculum and instructional offerings including all school based, community based, and internet based programs
- Implement appropriate student assessments
- Analyze and interpret student assessment data
- Make appropriate programmatic decisions, in concert with student and parent input, based upon assessment data
- Provide oversight and supervision for all evaluation of student work

2. Student Instruction

The Endeavor Charter School teacher will provide the following services for all students participating in his/ her class.

- Instruct classes as assigned or approved by the Principal
- Perform all the necessary preparation for tutoring and instruction
- As appropriate, grade all students work participating in his/ her class
- Create, implement and interpret various assessments and data

Each Endeavor Charter School Advising Teacher will provide the following service for all students in general with regard to student instruction.

- Be accessible to tutor students individually or in groups as needed and able

3. Student Custodial Care

Very often, the parents of Endeavor Charter School students remain present with their student while at school and thereby maintain legal responsibility for their child. Still, Endeavor Charter School must ensure a safe and orderly school environment. Therefore, each Endeavor Charter School Advising Teacher will provide the following services, for all students, with regard to student custodial care.

- Provide behavior and conduct supervision for all students enrolled in one of his/ her classes
- Provide behavior and conduct supervision generally to all Endeavor Charter School students when students are on campus or at a school sponsored event

4. General Responsibilities

The Endeavor Charter School teacher is charged with these following general responsibilities to the WSCS Board, the Executive Director, the Principal and the Charter School program at large.

- Support the Charter School and WSCS Board policies both on the job and in the community
- Perform any and all job related tasks and responsibilities as assigned by the Executive Director or Principal

- Work as part of a team with the rest of the Charter School staff in a variety of school activities and events
- Maintain as current the appropriate California teaching credential
- In all job related capacities, maintain professional appearance and conduct
- Attend Charter School related meetings and events as necessary. These may include various after school events or school functions and WSCS Board meetings.
- A Endeavor Charter School teacher's official "at work" days per year is 183 days
- The assorted tasks of the Endeavor Charter School teacher at times require the teacher to be off campus. This said, the Charter School operating hours are 8:00 AM – 4:00 PM Monday – Thursday, and 8:00 AM – 3:00 PM Friday. Teachers are expected to be on campus and available between these hours unless otherwise assigned.

Qualifications: Teachers of core content areas (*i.e.*, English language arts, math and science) must hold credentials approved by the California Commission on Teacher Credentialing **certificate, permit, or other document required for the teacher's certificated assignment** and meet all requirements of the law for public school teachers as defined in Education Code Section 47605(l)(1).

Additional Duties. Each certificated staff member teaching in the classroom for which he/she shall be properly credentialed is responsible for the following duties:

- Providing and distributing course materials and texts.
- Establishing and communicating clear academic and behavioral expectations to all students.
- Delivering and reviewing curriculum material to ensure student mastery of content and related skills.
- Regularly assessing student work (online and on-site) to ensure student mastery of content and related skills.
- Maintaining appropriate classroom management to ensure all students have access to a sound educational experience.
- Differentiating instructional methods to provide access to course content for English Learners, students with IEPs/504 Plans and with multiple learning modalities.
- Facilitating student preparation for and participation in individual, department level, school-wide, state and other mandated testing for students inclusive of Smarter Balanced, ELPAC, PSAT, SAT/ACT, etc.
- Preparing and selecting instructional materials in collaboration with parents.
- Communicating and conferring with pupils, parents, staff and administrators.
- Actively participating in parent, community and open house activities.
- Assuming reasonable responsibility for the proper use and control of Charter School property, equipment, material and supplies.
- Attending faculty, departmental, grade level and other meetings called or approved by the immediate administrator.
- Participating in staff development programs, professional activities related to their assignment, independent study and otherwise keeping current with developments within their areas or subjects of assignment.
- Other duties as assigned.

ELEMENT F: HEALTH AND SAFETY PROCEDURES

“The procedures that the charter school will follow to ensure the health and safety of pupils and staff. These procedures shall require all of the following:

- (i) That each employee of the charter school furnish the charter school with a criminal record summary as described in Section 44237.*
- (ii) The development of a school **safety plan, and the annual review and update of the plan, pursuant to Section 47606.3.” Ed. Code § 47605(c)(5)(F). For all schools, the development of a school safety plan, which shall include the safety topics listed in subparagraphs (A) to (M), inclusive, of paragraph (2) of subdivision (a) of Section 32282. For schools serving pupils in any of grades 7 to 12, inclusive, the development of a school safety plan shall also include the safety topic listed in subparagraph (N) of paragraph (2) of subdivision (a) of Section 32282.***
- (iii) ~~That the school safety plan be reviewed and updated by March 1 of every year by the charter school.” Ed. Code § 47605(c)(5)(F).~~*

Endeavor Charter School will develop a Safe School Plan. The Safe School Plan will outline safety procedures for fire, earthquake, and harmful intruders (lockdown drills). All staff are trained on emergency and first aid response according to state standards and training programs.

In order to provide safety for all students and staff, the Charter School will adopt and implement full health and safety policies and procedures and risk management policies at its school site in consultation with its insurance carriers and risk management experts. These policies will be incorporated into the Charter School’s student and staff handbooks and will be reviewed on an ongoing basis by the Executive Director and Board of Directors. The Charter School shall ensure that staff are trained annually on the health and safety policies.

The health and safety of Endeavor Charter School staff and students is the highest priority for the Charter School. Endeavor Charter School will adopt comprehensive, site-specific Health and Safety Policies and Emergency Policies and Procedures (collectively, Policies and Procedures), including policies regarding the acquisition and maintenance of adequate onsite emergency supplies. These Policies and Procedures will be in place prior to beginning operation of the Charter School. Endeavor Charter School will train all staff at least once annually in these Policies and Procedures. Emergency response drills will be held regularly for all students and staff. Endeavor Charter School will periodically review, and modify as necessary, its Health and Safety Policies and Emergency Policies and Procedures, and keep these documents readily available for use and review upon request.

The Health and Safety Policy will address the following areas, at a minimum:

- Child Abuse Reporting
- Child predators (gates, walls, child pick-up and drop-off, etc.)
- Sexual/Other Harassment Reporting
- ADA adherence
- Blood borne pathogens
- FERPA
- Immunizations
- Tuberculosis Risk Assessment and examination

- Medication in school
- Vision, hearing, and scoliosis screening, per code
- Student Illness & Injury Policies

Emergency Policies and Procedures will address the following areas, at a minimum:

- Earthquake
- Fire
- Terror threats
- Hostage situations
- School lock-down procedures
- Evacuation plans
- Safety drills
- Annual testing of sprinkler systems, fire extinguishers, and fire alarms

The following is a summary of the health and safety policies of the Charter School:

PROCEDURES FOR BACKGROUND CHECKS

Employees and contractors of Endeavor Charter School will be required to submit to criminal background checks and to furnish a criminal record summary as required by Education Code Sections 44237 and 45125.1. Applicants for employment must submit two sets of fingerprints to the California Department of Justice for purposes of obtaining a criminal record summary. The Charter School shall not hire any person, in either a certificated or classified position, who has been convicted of a violent or serious felony except as otherwise provided by law, pursuant to Education Code Sections 44830.1 and 45122.1. The Executive Director of WSCS shall monitor compliance with this policy and report to the Charter School Board. The Board President shall monitor the fingerprinting and background clearance of the Executive Director. Volunteers who will volunteer outside of the direct supervision of a credentialed employee shall be fingerprinted and receive background clearance prior to volunteering without the direct supervision of a credentialed employee. Endeavor Charter School shall also ensure that the Executive Director receives subsequent arrest notifications of all individuals subject to background checks from the Department of Justice to ensure the ongoing safety of its students.

ROLE OF STAFF AS MANDATED CHILD ABUSE REPORTERS

In accordance with state law, all employees will be mandated child abuse reporters and follow all applicable reporting laws, the same policies and procedures used by the District. The Charter School shall provide in-service mandated reporter training to all employees annually in accordance with Education Code Section 44691.

BLOOD-BORNE PATHOGENS

Endeavor Charter School shall meet state and federal standards for dealing with blood-borne pathogens and other potentially infectious materials in the workplace. Endeavor Charter School will establish a written "Exposure Control Plan" designed to protect employees from possible infection due to contact with blood-borne viruses, including human immunodeficiency virus ("HIV") and hepatitis B virus ("HBV"). Whenever exposed to blood or other body fluids through injury or accident, students, and staff should follow the latest medical protocol for disinfecting procedures.

TUBERCULOSIS RISK ASSESSMENT AND EXAMINATION

Employees, and volunteers who have frequent or prolonged contact with students, will be assessed and examined (if necessary) for tuberculosis prior to commencing employment and working with

students, and for employees at least once each four years thereafter, as required by Education Code Section 49406.

IMMUNIZATIONS

Endeavor Charter School will adhere to all law related to legally required immunizations for entering students pursuant to Health and Safety Code Sections 120325-120375, Title 17, California Code of Regulations (CCR) Sections 6000-6075. ~~This includes rising 7th grade students regarding pertussis (whooping cough) vaccine booster. Title 5, CCR Section 11963 and Education Code Section 47612.5(3)(e).~~ Upon a student's admission or advancement to 6th grade, the Charter School shall submit to the student and their parent or guardian a notification that advises students to adhere to current immunization guidelines regarding human papillomavirus ("HPV") before admission or advancement to 8th grade, consistent with the requirements of Education Code Section 48980.4 and Health and Safety Code Section 120336.

MEDICATION IN SCHOOL

The Charter School will adhere to Education Code Section 49423 regarding administration of medication in school. The Charter School will adhere to Education Code Section 49414 regarding epinephrine auto-injectors and training for staff members; ~~per AB 1651 (2023), the Charter School shall store emergency epinephrine auto-injectors in an accessible location upon need for emergency use and include that location in annual notices required by law. To the extent the Charter School maintains a stock of albuterol inhalers to respond to respiratory distress in students, the Charter School shall comply with the requirements of Education Code Section 49414.7, including with respect to training, notices, and the stocking of albuterol inhalers. If ECS chooses to make an opioid antagonist available to persons suffering, or reasonably believed to be suffering, from an opioid overdose, it shall comply with the requirements of Education Code Section 49414.3, including, but not limited to, providing training to personnel who volunteer to administer the opioid antagonist.~~

AUXILIARY SERVICES

School staff will conduct annual reviews to ensure all auxiliary services are safe by developing appropriate policies and awareness training.

DRUG FREE/ALCOHOL FREE/SMOKE FREE ENVIRONMENT

Endeavor Charter School shall function as a drug, alcohol and tobacco-free workplace.

VISION/HEARING/SCOLIOSIS

Students will be screened for vision, hearing and scoliosis. Endeavor Charter School shall adhere to Education Code Section 49450, *et seq*, as applicable to the grade levels served by the Charter School.

DIABETES

~~The Charter School shall make the type 1 diabetes informational materials accessible to the parent or guardian of a pupil when the pupil is first enrolled in elementary school.~~ The Charter School will provide an information sheet regarding type 2 diabetes to the parent or guardian of incoming 7th grade students, pursuant to Education Code Section 49452.7. The information sheet shall include, but not be limited to, all of the following:

1. A description of type 2 diabetes.

2. A description of the risk factors and warning signs associated with type 2 diabetes.
3. A recommendation that students displaying or possibly suffering from risk factors or warning signs associated with type 2 diabetes should be screened for type 2 diabetes.
4. A description of treatments and prevention methods of type 2 diabetes.
5. A description of the different types of diabetes screening tests available.

SUICIDE PREVENTION POLICY

The Charter School shall maintain a policy on student suicide prevention in accordance with Education Code Section 215. The Charter School shall review, at minimum every fifth year, its policy on pupil suicide prevention and, if necessary, update its policy. Pursuant to AB 58 (2021-22), the Charter School will also review and update its suicide prevention policy to incorporate best practices identified by the California Department of Education's model policy, as revised.

PREVENTION OF HUMAN TRAFFICKING

The Charter School shall identify and implement the most appropriate methods of informing parents and guardians of students in grades 6 through 12 of human trafficking prevention resources.

MENSTRUAL PRODUCTS

The Charter School shall stock at least 50% of its restrooms with feminine hygiene products, and shall not charge students for these products, pursuant to Education Code Section 35292.6 the school's restrooms at all times with an adequate supply of menstrual products, available and accessible, free of cost, in all women's restrooms and all-gender restrooms, and at least one men's restroom. The Charter School shall post a notice regarding the requirements of this section in a prominent and conspicuous location in every restroom required to stock menstrual products, available and accessible, free of cost, pursuant to this section. This notice shall include the text of this section and contact information, including an email address and telephone number, for a designated individual responsible for maintaining the requisite supply of menstrual products.

All Gender Restrooms

On or before July 1, 2026, the Charter School shall provide and maintain at least one all-gender restroom for voluntary student use at each of its schoolsites that has more than one female restroom and more than one male restroom designated exclusively for student use. The restroom shall have signage identifying the bathroom as being open to all genders, it shall remain unlocked, unobstructed, and easily accessible by any student, and be available during school hours and school functions when students are present. The Charter School shall designate a staff member to serve as a point of contact and to post a notice regarding these requirements.

Recess

Except where a field trip or other educational program is taking place, if the Charter School provides recess, to the extent required by Education Code Section 49056, the Charter School shall provide supervised and unstructured recess, distinct from physical education courses and mealtimes, of at least 30 minutes on regular instructional days and at least 15 minutes on early release days. The Charter School shall not restrict a student's recess unless there is an immediate threat to the physical safety of the student or one or more of their peers.

Nutritionally Adequate Free or Reduced Price School Meals

~~The Charter School shall provide each needy student, as defined in Education Code Section 49552, with one nutritionally adequate free or reduced price meal, as defined in Education Code Section 49553(a), during each schoolday. The Charter School shall provide this meal for any eligible student on any schoolday that the student is scheduled for educational activities, as defined in Education Code Section 49010, lasting two or more hours, at a school site, resource center, meeting space, or other satellite facility operated by the Charter School.~~

The Charter School shall provide breakfast and lunch free of charge during each school day to any pupil who requests a meal without consideration of the pupil's eligibility for a federally funded free or reduced-price meal, with a maximum of one free meal each service period. The meals provided under this paragraph shall be nutritionally adequate meals that qualify for federal reimbursement. The Charter School shall provide each student adequate time to eat as determined by the Charter School in consideration of available guidance.

California Healthy Youth Act

The Charter School shall teach sexual health education and HIV prevention education to students in grades 7-12, at least once in middle school and at least once in high school, pursuant to the California Healthy Youth Act (Education Code Section 51930, *et seq.*).

Mental Health Education

If the Charter School offers one or more courses in health education to students in middle or high school, the Charter School shall include in those courses instruction in mental health that meets the requirements of Education code Section 51925, *et seq.*

Mental Health Information

The Charter School shall create and post a poster at the school site identifying approaches and resources addressing student mental health in compliance with Education Code Section 49428.5 and shall notify students and parents/guardians at least twice during each school year of how to initiate access to available student mental health services on campus or in the community in the manner required by Education Code Section 49428. The poster shall be displayed in English and the primary language(s) spoken by 15 percent or more of students enrolled at the school site. The poster shall be prominently and conspicuously displayed in appropriate public areas that are accessible to, and commonly frequented by, students at the school site. The poster shall also be digitized and distributed online to students through social media, internet websites, and learning platforms at the beginning of each school year.

School Safety Plan

The Charter School shall adopt a School Safety Plan, to be reviewed and updated by March 1 of every year, which shall include identifying appropriate strategies and programs that will provide or maintain a high level of school safety and address the Charter School's procedures for complying with applicable laws related to school safety, including the development of all of the following pursuant to Education Code Section 32282(a)(2)(A)-(N):

- a. child abuse reporting procedures
- b. routine and emergency disaster procedures
- c. policies for students who committed an act under Section 48915 and other Charter School-designated serious acts leading to suspension, expulsion, or mandatory expulsion recommendations

- d. procedures to notify teachers of dangerous students pursuant to Education Code Section 49079
- e. a discrimination and harassment policy consistent with Education Code Section 200
- f. provisions of any schoolwide dress code that prohibits students from wearing “gang-related apparel,” if applicable
- g. procedures for safe ingress and egress of pupils, parents, and employees to and from the Charter School
- h. a safe and orderly environment conducive to learning
- i. the rules and procedures on school discipline adopted pursuant to Education Code Sections 35291, 35291.5, 47605, and 47605.6
- j. procedures for conducting tactical responses to criminal incidents
- k. procedures to prepare for active shooters or other armed assailants by conducting a drill, if this topic is covered in the School Safety Plan
- l. procedures to assess and respond to reports of any dangerous, violent, or unlawful activity that is being conducted or threatened to be conducted at the school, at an activity sponsored by the school, or on a schoolbus serving the school
- m. procedures to respond to incidents involving an individual experiencing a sudden cardiac arrest or a similar life-threatening medical emergency while on school grounds
- n. procedures specifically designed to notify parents and guardians of pupils, teachers, administrators, and school personnel when the school confirms the presence of immigration enforcement of the schoolsite
- o. a protocol in the event a pupil is suffering or is reasonably believed to be suffering from an opioid overdose

Disaster procedures included in the School Safety Plan shall address and include adaptations for students with disabilities. To the extent an employee, parent/guardian, educational rights holder, or student brings concerns regarding the procedures to the Principal and, if there is merit to the concern, the Principal shall direct the School Safety Plan to be modified accordingly.

The Charter School shall develop an instructional continuity plan, consistent with Education Code Section 32282(a)(3), to establish communication with students and their families and provide instruction to students when in-person instruction is disrupted due to an emergency pursuant to Education Code Sections 41422 or 46392(a).

Workplace Violence Prevention Plan

The Charter School shall establish, implement, and maintain, at all times in all work areas, an effective workplace violence prevention plan consistent with the requirements of Labor Code Section 6401.9.

Supporting LGBTQ Students

Through the completion of the 2029-30 school year, the Charter School shall use an online training delivery platform and curriculum to provide at least one hour of required LGBTQ cultural competency training annually to teachers and other certificated employees and maintain records of such training as required by Education Code Section 218.

SAFETY Act

Pursuant to AB 1955 (2024), employees of the Charter School shall not be required to disclose any information related to a pupil’s LGBTQ+ identity to any other person without the pupil’s consent unless otherwise required by state or federal law. This provision shall not limit a parent’s ability to request school records on behalf of their child.

Homicide Threats

The Charter School shall comply with all requirements under Education Code Sections 49390-49395 regarding mandatory reporting in response to homicidal threats. All employees and Board members who are alerted to or who observe any threat or perceived threat in writing or through an action of a student that creates a reasonable suspicion that the student is preparing to commit a homicidal act related to school or a school activity shall make a report to law enforcement.

Gun Safety Notice

At the beginning of the first semester, the Charter School shall distribute a notice to the parents/guardians of each student addressing California's child gun access prevention laws and laws related to firearm safety utilizing the most updated model language published by the California Department of Education.

Athletic Programs

The Charter School shall comply with all applicable laws related to health and safety policies and procedures surrounding athletic programs at charter schools, including but not limited to providing information to athletes regarding sudden cardiac arrest and annually providing each athlete an Opioid Factsheet for Patients.

Transportation Services

The Charter School shall comply with the requirements of Education Code Section 39875(c), if applicable, relating to background checks and testing for individuals providing transportation services for students. ECS shall comply with all requirements of law related to student transportation, including providing transportation as required by the IDEA and/or the McKinney-Vento Homeless Assistance Act and its obligation to create a transportation safety plan in accordance with all applicable legal requirements prior to transporting pupils (and revise the plan as required) containing procedures for school personnel to follow to ensure the safe transport of pupils.

Extreme Weather Policy

On or before July 1, 2026, the Charter School will develop, adopt, and implement a weather policy that includes protocols for extreme weather conditions, and incorporate the standardized guidelines developed by the CDE.

EMERGENCY PREPAREDNESS

Endeavor Charter School shall adhere to an Emergency Preparedness Handbook containing procedures for safety, drafted specifically to the needs of the school site. This handbook shall include but not be limited to the following responses: fire, flood, earthquake, terrorist threats, and hostage situations. All staff members will receive training on emergency procedures and in emergency response, including appropriate "first responder" training or its equivalent. If assuming a facility that was previously used as a school site, any existing emergency preparedness plan for the school site shall be used as a starting basis for updating the handbook for the Charter School. The handbook shall be kept on file for review.

FACILITY SAFETY

The Charter School shall comply with Education Code Section 47610 by utilizing facilities that are either compliant with the Field Act or facilities that are compliant with the California Building Standards Code. The Charter School agrees to test sprinkler systems, fire extinguishers, and fire alarms annually at its facilities to ensure that they are maintained in an operable condition at all times. The Charter School shall conduct fire drills as required under Education Code Section 32001.

STAFF RESPONSIBILITIES

All employees are responsible for their own safety, as well as that of others in the workplace. Endeavor Charter School will rely upon its employees to ensure that work areas are kept safe and free of hazardous conditions. Employees will report any unsafe conditions or potential hazards to their supervisor immediately. If an employee suspects a concealed danger is present on Endeavor Charter School's premises, or in a product, facility, piece of equipment, process, or business practice for which Endeavor Charter School is responsible, the employee will bring it to the attention of their supervisor, the Principal, or Executive Director immediately. Supervisors will arrange for the correction of any unsafe condition or concealed danger immediately and will contact the Principal regarding the problem.

Employees will be encouraged to report any workplace injury or accident to their supervisor as soon as possible, regardless of the severity of the injury or accident. If medical attention is required immediately, supervisors will assist employees in obtaining medical care, after which the details of the injury or accident must be reported.

Periodically, Endeavor Charter School may issue rules and guidelines governing workplace safety and health. All employees will familiarize themselves with the rules and guidelines, as strict compliance will be expected. Failure to comply with rules and guidelines regarding health and safety or work performance will not be tolerated.

COMPREHENSIVE ANTI-DISCRIMINATION AND HARASSMENT POLICIES AND PROCEDURES

Endeavor Charter School is committed to providing a school that is free from discrimination and sexual harassment, as well as any harassment based upon the actual or perceived characteristics of race, religion, creed, color, gender, gender expression, gender identity, nationality, national origin, ancestry, ethnic group identification, genetic information, age, medical condition, marital status, sexual orientation, sex and pregnancy, physical or mental disability, childbirth or related medical conditions, military and veteran status, denial of family and medical care leave, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, any other characteristic protected by state, federal, local law, ordinance, or regulation. WSCS has developed a comprehensive policy to prevent and immediately remediate any concerns about discrimination or harassment at the Charter School (including employee to employee, employee to student, and student to employee misconduct). Misconduct of this nature is very serious and will be promptly addressed in accordance with WSCS policy.

A copy of the policy shall be provided as part of any orientation program conducted for new and continuing pupils at the beginning of each quarter, semester, or summer session, as applicable, and to each faculty member, all members of the administrative staff, and all members of the support staff at the beginning of the first quarter or semester of the school year, or at the time that there is a new employee hired. The Charter School shall create a poster that notifies students of the applicable policy on sexual harassment in accordance with Education Code Section 231.6, and shall prominently and conspicuously display the poster in each bathroom and locker room at the schoolsite and in public areas at the schoolsite that are accessible to, and commonly frequented by, pupils.

FERPA

Endeavor Charter School, its employees and officers, will comply with the Family Educational Rights and Privacy Act ("FERPA") at all times.

STUDENT RECORDS

Endeavor Charter School will establish and adhere to procedures related to confidentiality and privacy of student records. Endeavor Charter School will keep student records in a locked file cabinet to which only designated staff will have keys, in accordance with Charter School policies. Student special education files will be kept in separate locked cabinets to which only staff designated to have access shall have keys. Electronic student information systems will use password protected accounts to ensure the same limits on access to student files. In the event that a student enters the Charter School upon transfer from an existing district school, the student's records will be requested from the respective district.

Bullying Prevention

The Charter School shall adopt procedures for preventing acts of bullying, including cyberbullying. The Charter School shall annually make available the online training module developed by the CDE pursuant to Education Code Section 32283.5(a) to certificated schoolsite employees and all other schoolsite employees who have regular interaction with children.

ADDITIONAL HEALTH AND SAFETY PROCEDURES

In accordance with Education Code Section 49062.5, upon receipt of government-issued documentation of a change of name or gender or, if such documentation is not available, upon request in accordance with the procedure in Education Code 49070, ECS shall update and reissue a former student's records to include the student's updated legal name or gender.

ECS shall provide students the right to exercise freedom of speech and of the press including, but not limited to, the use of bulletin boards; the distribution of printed materials or petitions; the wearing of buttons, badges, and other insignia; and the right of expression in official publications, and within 90 days of the action on the material revision, if it has not already done so, shall adopt rules and regulations in the form of a written publications code that must include reasonable provisions for the time, place, and manner of conducting such activities, in compliance with Education Code Section 48907 and provide a copy of that publications code to the District.

ECS shall comply with the requirements of Education Code Section 243 regarding the use of textbooks, instructional materials, supplemental instructional materials, or other curriculum for classroom instruction or books or resources in a school library.

ECS shall comply with the requirements of the Seizure Safe Schools Act, Education Code Section 49468.

ECS shall adopt the policy and fulfill the other requirements of Education Code Section 234.7 concerning pupil protections relating to immigration and citizenship status or religious beliefs, unless it has already done so. ECS shall post on its website(s) in a prominent location readily accessible to parents and guardians, all the policies and information as specified in Education Code Section 234.6 within two business days of the approval of the material revision, unless it has already done so.

ECS will allow a pupil who is a migratory child to continue attending their school of origin regardless of any change of residence of the pupil. ECS will inform a pupil who is a migratory child and that pupil's parent or guardian of the impact of remaining in the school of origin on the eligibility of that pupil to receive migrant education services.

ECS shall comply with all applicable legal requirements governing school start times.

ELEMENT G: STUDENT POPULATION BALANCE

“The means by which the charter school will achieve a balance of racial and ethnic pupils, special education pupils, and English learner pupils, including redesignated fluent English proficient pupils, as defined by the evaluation rubrics in Section 52064.5, that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted. Upon renewal, for a charter school not deemed to be a local educational agency for purposes of special education pursuant to Section 47641, the chartering authority may consider the effect of school placements made by the chartering authority in providing a free and appropriate public education as required by the federal Individuals with Disabilities Education Act (Public Law 101-476), on the balance of pupils with disabilities at the charter school.” Ed. Code § 47605(c)(5)(G).

Endeavor Charter School will comply with all federal and state laws regarding recruitment and enrollment of diverse students.

Endeavor Charter School will implement a student recruitment strategy that includes, but is not limited to, the following strategies designed to achieve a racial and ethnic, special education, and English learner balance that is reflective of the general population residing within the boundaries of the FUSD. Enrollment and recruiting advertisements for the Charter School will clearly state that the Charter School services students with disabilities in the least restrictive environment.

Endeavor Charter School’s Principal will bear primary responsibility for student recruiting and outreach, with support of WSCS’ Executive Director. The Charter School may encourage parental involvement, but shall notify the parents and guardians of applicant pupils and currently enrolled pupils that parental involvement is not a requirement for acceptance to, or continued enrollment at, the Charter School.

I. COMMUNITY PARTNERSHIPS

The Executive Director will leverage WSCS’ existing partnerships and meet with additional community organizations regarding potential partnerships and assistance (ranging from posting and distribution flyers to hosting information sessions) for the population they serve to collaborate on services for Endeavor Charter School students. Endeavor Charter School will attend community events to distribute information about the Charter School, including the numerous annual cultural festivals in Fresno, local farmers markets, and other community events. As the Charter School grows, students may engage in service-learning projects at local middle and elementary schools (campus beautification, tutoring younger students, etc.), which will help to increase awareness about Endeavor Charter School.

The Executive Director may also seek media coverage and place advertising in appropriate local media. Social media including Facebook, Instagram, Twitter and more will be leveraged through student, parent and staff posts about Endeavor Charter School to help generate interest and excitement about our new school.

In subsequent years, Endeavor Charter School will modify outreach strategies as needed to recruit a student population that is reflective of the racial and ethnic, special education, and English learner balance of the District and to achieve full enrollment. The Executive Director will track all outreach activities and

applications generated from each Endeavor (where possible) in order to inform future outreach efforts that will yield the most success in generating a diverse school population. Endeavor Charter School will conduct student and parent surveys at least once annually which will include questions that elicit satisfaction levels and suggestions to continually improve the Charter School's multicultural, language, and ability environment.

ELEMENT H: ADMISSION POLICIES AND PROCEDURES

***“Admission policies and procedures, consistent with [Education Code Section 47605] subdivision (e).”
Ed. Code § 47605(c)(5)(H).***

The Charter School will be nonsectarian in its programs, admission policies, and all other operations, and will not charge tuition or discriminate against any student based upon any of the characteristics listed in Education Code Section 220.

Endeavor Charter School will admit all pupils who wish to attend the Charter School. The Charter School will comply with all laws establishing minimum and maximum age for public school attendance in charter schools. Admission, except in the case of a public random drawing, shall not be determined by the place of residence of the pupil or his or her parent or legal guardian within the state, unless required by Education Code Section 51747.3. In accordance with Education Code Sections 49011 and 47605(e)(2)(B)(iv), admission preferences shall not require mandatory parental volunteer hours as a criterion for admission or continued enrollment.

In accordance with Education Code Section 47605(e)(4)(A), the Charter School shall not discourage a pupil from enrolling or seeking to enroll in the charter school for any reason, including, but not limited to, academic performance of the pupil or because the pupil exhibits any of the characteristics described in Education Code Section 47605(e)(2)(B)(iii), including 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. Similarly, in accordance with Section 47605(e)(4)(C), the Charter School shall not encourage a pupil currently attending the Charter School to disenroll from the Charter School or transfer to another school for any reason, including, but not limited to the academic performance of the pupil or because the pupil exhibits any of the characteristics described in Education Code Section 47605(e)(2)(B)(iii), as listed above.

Pursuant to Education Code Section 47605(e)(4)(D), the Charter School shall post a notice developed by the CDE on the Charter School website, outlining the requirements of Section 47605(e)(4), and make this notice available to parents.

Endeavor Charter School will adhere to the provisions of the McKinney-Vento Homeless Assistance Act and ensure that each child of a homeless individual and each homeless youth has equal access to the same free, appropriate public education as provided to other children and youth.

Endeavor Charter School shall not require a parent/legal guardian/student to provide information regarding a student’s disability, gender, gender identity, gender expression, nationality, legal or economic status, primary language or English Learner status, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in section 422.55 of the Penal Code, or any other information that would violate federal or state law, prior to admission, participation in any admissions or attendance lottery, or pre-enrollment event or process, or as a condition of admission or enrollment. The Charter School will not request submission of a student’s IEP, 504 Plan, or any other record or related information prior to admission, or as a condition of admission or enrollment. Pursuant to Education Code Section 47605(e)(2)(A), for a student who has an IEP and wants to participate in independent study, a determination will be made as to whether independent study is

appropriate within 30 days, and if appropriate, written into the IEP. The Charter School may request information necessary to apply specific admissions preferences set forth in this Charter.

No test or assessment shall be administered to students prior to acceptance and enrollment into the Charter School. Post-matriculation, various assessments may be administered to further determine readiness or maintenance of the said grade.

I. PUBLIC RANDOM DRAWING

The Charter School will establish a recruiting and admissions process, which shall include reasonable time for all of the following: (1) outreach and marketing; (2) voluntary information sessions for students and parents held at the school site; (3) an application period; (4) public random drawing (“lottery”), if necessary; and (5) enrollment. The Charter School may fill vacancies or openings that become available after this process by holding an additional public random drawing (“lottery”), if necessary.

Endeavor will schedule regular informational meetings for parents and prospective students throughout the year. During these meetings, parents and students will be informed on the educational philosophy, what the school provides, requirements, and other information about Endeavor Charter School, along with details about the application and lottery procedures and timing (if necessary), including statement that parents need not attend the lottery to secure a space for their child. Endeavor Charter School will maintain a list of all applications of prospective students throughout the year.

A. ADMISSION PROCESS AND OPEN ENROLLMENT

Applications for the Charter School will be accepted during a publicly advertised open enrollment period each year for enrollment in the following school year. The application form includes the student’s name, grade, birthdate, and contact information for the family. All interested families will be required to submit a completed Application Form directly to the Charter School before 3:00 p.m. on the date of the annual enrollment deadline, which will be clearly indicated on the form and in all communications and notices (websites, flyers, etc.). Submitted Application Forms will be date- and time-stamped and student names will be added to an application roster to track receipt. Families who apply after the enrollment deadline will have their applications held in abeyance for a subsequent lottery, if needed.

The open application period also will be advertised through flyers, posters in prominent locations throughout the community, during informational meetings for parents, and announced on the Charter School’s website, as detailed in Element G.

Following the open enrollment period, applications will be counted to determine if any grade level has received a number of applications that exceed available seats. If the number of students who have applied for any grade exceed capacity as of the date of the application deadline, the Charter School will hold a public random lottery to determine enrollment for the impacted grade level, with the exception of existing students, who are guaranteed admission in the following school year.

In the event there are fewer Applications submitted than spaces available for a particular grade as of the application deadline, all applicants will be admitted and sent Enrollment Packets; the Charter School will continue to conduct outreach.

B. PUBLIC RANDOM DRAWING PROCEDURES

Policy and Procedures for Public Random Drawing of Potential Students at WSCS

Background:

Education Code 47605(e)(2)(B) states the following:

If the number of pupils who wish to attend the charter school exceeds the school's capacity, attendance, except for existing pupils of the charter school, shall be determined by a public random drawing. Preference shall be extended to pupils currently attending the charter school and pupils who reside in the school district except as provided for in Section 47614.5. Preferences, including, but not limited to, siblings of pupils admitted or attending the charter school and children of the charter school's teachers, staff, and founders identified in the initial charter, may also be permitted by the chartering authority on an individual charter school basis.

Education Code 47605 means that, should the number of students interested in enrolling in a WSCS school exceed the available open spots, WSCS will hold a public random drawing for the purpose of creating a ranked list of those potential students.

~~Education Code 47605.1 means that, as long as a charter school operates a separate resource center in an adjacent county, the school must maintain its enrollment in such a way that the majority of the enrolled students reside within the county of the charter school's authorizing school district. This contingency will be a guiding factor in determining the enrollment of new students who have already been ranked for enrollment by a public random drawing (lottery).~~

Pursuant to these Education Codes, Western Sierra Charter Schools hereby implements the following policy.

Procedure:

1. Prior to the lottery, people on the Application list will be contacted and will be given information on lottery date, deadline to respond to secured spots, and will also be given a family number for lottery purposes. This number will be used on the website after the lottery so that families can see their placement in a confidential manner. This number and family information will be written on their lottery card which will then be used for lottery drawing.
2. Priority will be given to students in the following order
 1. Child of staff member
 2. Siblings of pupils admitted or attending a WSCS school
 3. Grade level of student
 4. Pupils who reside in the District
 5. All other applicants
2. Each priority group will be drawn as necessary, beginning with letter "a" (See #2 above).
3. Students will then be drawn by family. When we draw a family's number all students in that family will be able to enroll based on the information given when contact was made prior to lottery (except in the case where we have less spaces available than there are students in the

family--in that case we would give that family priority for the next openings as they would fall into category “b” in priority (see above).

4. After the lottery, families would be listed on the Charter School website in the order they were drawn using their assigned number.
5. Families will be responsible to make contact with the Charter School and will have 48 hours to contact the Charter School to accept/deny spots. If the 48 hour time period falls on either a weekend or holiday then the deadline would be within school business hours. Families would know the deadline ahead of time.
6. Contact to accept enrollment can be made by either phone call, email, or filling out a contact form on the website.
7. Lotteries will be held at the Charter School location.
8. As spaces open throughout the year, the Charter School will contact families on the current lottery until the list is exhausted.
9. A lottery list is only valid through the school year it was performed. Families that were not enrolled in the current school year can be entered into the following year’s lottery.
10. If new families contact the Charter School after the current lottery drawing, they will be placed on a new list for the next lottery.

The Board may review and revise the admission policy and procedures, including admission preferences, as necessary.

The Board of Directors will take all necessary efforts to ensure lottery procedures are fairly executed. Lottery spaces will be pulled by the Executive Director-designated lottery official, and recorded by a Charter School employee.

The enrollment packet is comprised of the following:

- Completion of a student enrollment form
- Proof of Immunizations
- Home Language Survey
- Completion of Emergency Medical Information Form
- Proof of minimum age requirements
- Application for Free or Reduced-Price Meal
- Parent & Student Handbook
- Release of records ²

Endeavor Charter School staff will be available to assist families in completing the Enrollment forms. A voluntary orientation meeting will be held throughout the school year to provide parents and students with more information about the Charter School and answer their questions. Attendance is not required. Should a family decline the position, the next family on the list will be contacted until the open position is filled.

Should families not submit their enrollment forms within a clearly designated amount of time, their acceptance shall be forfeited.

² The Charter School shall not request a pupil’s records or require a parent, guardian, or pupil to submit the pupil’s records to the Charter School before enrollment.

ELEMENT I: ANNUAL, INDEPENDENT FINANCIAL AUDITS

“The manner in which annual, independent financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority.” Ed. Code § 47605(c)(5)(l).

I. INDEPENDENT FISCAL AUDITS

Each year, the WSCS Board of Directors will contract with an independent auditor and oversee the completion of an annual, independent financial audit of Endeavor Charter School’s financial affairs. The annual audit shall be conducted in compliance with the Education Code Sections 47605(c)(5)(l) and 47605(m). The auditor selected will be certified by the State of California and approved by the State Controller on its published list as an educational audit provider. The audit will verify the accuracy of the Charter School’s financial statements, attendance and enrollment accounting practices, internal controls and other key compliance matters.

The audit will employ generally accepted accounting principles, and as required by law, the audit will employ generally accepted accounting procedures. The audit shall be conducted in accordance with applicable provisions within the California Code of Regulations governing audits of charter schools as published in the State Controller’s California K–12 Audit Guide. To the extent required under applicable federal laws for audits of the major federal programs, the audit scope will expand to include items and processes specified in the applicable Office of Management and Budget Circulars.

The scope of the audit will include all elements mandated by the audit guide regulations promulgated by the Education Audit Appeals Panel as applicable to charter schools and any other elements as required by applicable law.

It is anticipated that the annual audit will be completed and forwarded to the FUSD, the County Superintendent of Schools, the State Controller, and the California Department of Education by the 15th of December each year. Upon receipt of any audit exceptions or deficiencies from the independent public accountant, Endeavor Charter School’s Executive Director will determine the appropriate corrective action and report the recommendations to the Board of Directors. The corrective action will then be taken in a timely manner and fully implemented prior to the end of the fiscal year following the year under audit. The Board will submit a report to the District describing how the exceptions and deficiencies have been or will be resolved to the satisfaction of the District, along with an anticipated timeline for the same. Audit appeals or requests for summary review shall be submitted to the Education Audit Appeals Panel (“EAAP”) in accordance with applicable law.

The independent financial audit of Endeavor Charter School is a public record, to be provided to the public upon request.

ELEMENT J: STUDENT SUSPENSION AND EXPULSION PROCEDURES

“The procedures by which pupils can be suspended or expelled from the charter school for disciplinary reasons or otherwise involuntarily removed from the charter school for any reason. These procedures, at a minimum, shall include an explanation of how the charter school will comply with federal and state constitutional procedural and substantive due process requirements that are consistent with all of the following:

(i) For suspensions of fewer than 10 days, provide oral or written notice of the charges against the pupil and, if the pupil denies the charges, an explanation of the evidence that supports the charges and an opportunity for the pupil to present the pupil’s side of the story.

(ii) For suspensions of 10 days or more and all other expulsions for disciplinary reasons, both of the following:

(I) Provide timely, written notice of the charges against the pupil and an explanation of the pupil’s basic rights.

(II) Provide a hearing adjudicated by a neutral officer within a reasonable number of days at which the pupil has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel or an advocate.

*(iii) Contain a clear statement that no pupil shall be involuntarily removed by the charter school for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five school days before the effective date of the action. The written notice shall be 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, **in the native language of the homeless or foster child’s educational rights holder. In the case of a foster child or youth, the written notice shall also be provided to the foster child’s attorney and county social worker. If the pupil is an Indian child, as defined in Section 224.1 of the Welfare and Institutions Code, the written notice shall also be provided to the Indian child’s tribal social worker and, if applicable, county social worker. The written notice shall inform the pupil, the pupil’s parent or guardian, ~~or the pupil’s educational rights holder~~ **the homeless child’s educational rights holder, the foster child’s educational rights holder, attorney, and county social worker, or the Indian child’s tribal social worker and, if applicable, county social worker** of the right to initiate the procedures specified in clause (ii) before the effective date of the action. If the pupil’s ~~parent, guardian, or educational rights holder~~ **parent or guardian, the homeless child’s educational rights holder, the foster child’s educational rights holder, attorney, or county social worker, or the Indian child’s tribal social worker or, if applicable, county social worker** initiates the procedures specified in clause (ii), the pupil shall remain enrolled and shall not be removed until the charter school issues a final decision. For purposes of this clause, “involuntarily removed” includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in clauses (i) and (ii).***

*(iv) **A foster child’s educational rights holder, attorney, and county social worker and an Indian child’s tribal social worker and, if applicable, county social worker shall have the same rights a parent or guardian of a child has to receive a suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, and other documents and related information.” Ed. Code § 47605(c)(5)(J).***

I. SUSPENSION AND EXPULSION POLICY

Endeavor Charter School believes that students learn best in an environment of clear expectations about behavioral and community norms that allows them to feel safe and nurtured. In order to maintain a positive learning community, Endeavor Charter School has developed a comprehensive set of student

discipline policies which in many respects are consistent with the requirements of Education Code Section 48900 *et seq.* for school districts. As a public charter school, Endeavor Charter School will develop its own specific procedures for student suspension and expulsion.

Policies regarding suspension or expulsion conform to applicable state and federal laws regarding all students, including the Individuals with Disabilities Education Act and its amendments, Section 504 of the Rehabilitation Act, AB 602, and the ADA. Endeavor Charter School's Principal bears primary responsibility for overseeing all student discipline, though the Executive Director also has the authority to suspend students.

The Suspension and Expulsion Policy and Procedures ("Policy") have been established to align in most material respects with Education Code Section 48900 *et seq.*, although Endeavor Charter School is exempt from those and several other statutory provisions applicable to school districts (Ed. Code Section 47610.). Endeavor Charter School will review policies and procedures surrounding suspensions, expulsions, and involuntary removals at least once annually and, as necessary, modify our Policy accordingly. The Policy shall serve as the Charter School's policy and procedures for student suspension, expulsion, and involuntary removals and may be amended from time to time without the need to amend the charter so long as the amendments comport with legal requirements.

Suspended or expelled students shall be excluded from all school and school-related activities unless otherwise agreed during the period of suspension or expulsion.

A student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities Education Improvement Act of 2004 ("IDEA") or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 ("Section 504") is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to general education students except when federal and state law mandates additional or different procedures. The Charter School will follow all applicable federal and state laws including but not limited to the California Education Code, when imposing any form of discipline on a student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students.

No student shall be involuntarily removed by the Charter School for any reason unless the parent or guardian of the student has been provided written notice of intent to remove the student no less than five schooldays before the effective date of the action. The written notice shall be in the native language of the student or the student's parent/guardian and shall inform the student, and the student's parent/guardian of the basis for which the pupil is being involuntarily removed and the student's parent/guardian's right to request a hearing to challenge the involuntary removal. If a student's parent/guardian requests a hearing, the Charter School shall utilize the same hearing the procedures specified below for expulsions, before the effective date of the action to involuntarily remove the student. If the student's parent/guardian, requests a hearing, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include removals for misconduct which may be grounds for suspension or expulsion as enumerated below. **Students may be involuntarily removed for reasons including, but not limited to, failure to comply with the terms of the student's independent study Master Agreement.**

Endeavor Charter School staff shall enforce disciplinary rules and procedures fairly and consistently among all students. The Policy and its procedures will be printed and distributed as part of the Parent and Student Handbook and will clearly describe discipline expectations. The Charter School administration shall ensure that students and their parents/guardians are notified in writing upon enrollment of all discipline and involuntary removal policies and procedures. The notice shall state that this Policy and Procedures are available on request at the Principal's office. Endeavor Charter School will terminate a student's enrollment, following involuntary removal procedures, for the following reasons:

1. Non-compliance: If the parent/guardian or student is not fulfilling the requirements of the written agreement.
 - No work samples supplied.
 - Missing scheduled meetings.
 - Students not accomplishing a reasonable amount of work.
 - Attendance Sheet not returned by the due date.

Student/parent will be given reasonable opportunities to correct any non-compliance issues. If the issue is not corrected and continues, a second non-compliance will be given. If the issue still continues, the student will be dismissed prior to receiving a third notice.

2. Plagiarism Policy: if a student is caught cheating, the following disciplinary procedure applies:
 - The student will receive a failing grade on that assignment and further disciplinary action as deemed appropriate.

3. WSCS has a Student Behavioral Expectations Policy that every student and their parent/guardian must agree to and sign.

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of the Policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property.

Each incident is addressed individually, though previous activities may be taken into account in order to determine the severity of the discipline assigned. Discipline begins with a meeting between the student and the Principal or his/her designee. Following this meeting, several actions may occur, including but not limited to:

- Warning, both verbal and written
- Loss of privileges (e.g. extra-curricular activities)
- Notices to parents by telephone or letter
- Non-Compliance letter
- Request for parent conference (including teachers, counselors, or administrators)
- Behavior contract
- Suspension
- Expulsion

For students who are truant, tardy, or otherwise absent from assigned school activities, alternatives to suspension or expulsion are attempted first.

II. GROUNDS FOR SUSPENSION AND EXPULSION

A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at any time including but not limited to:

- while on school grounds;
- while going to or coming from school;
- during the lunch period, whether on or off the school campus; or
- during, going to, or coming from a school-sponsored activity.

A. ENUMERATED OFFENSES

1. Discretionary Suspendable and Expellable Offenses: Students *may* be suspended for any of the following acts when it is determined the pupil:

- a) Caused, attempted to cause, or threatened to cause physical injury to another person.
- b) Willfully used force or violence upon the person of another, except self-defense.
- c) Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind. **Students who voluntarily disclose their use of a controlled substance, alcohol, or an intoxicant of any kind in order to seek help through services or supports shall not be suspended solely for that disclosure.**
- d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
- e) Committed or attempted to commit robbery or extortion.
- f) Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
- g) Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
- h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a pupil. **Students who voluntarily disclose their use of a tobacco product in order to seek help through services or supports shall not be suspended solely for that disclosure.**
- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- ~~k) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties. This section shall apply to suspension only, for pupils in any of grades 9 to 12, inclusive.~~

- l) Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
- m) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- n) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- o) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- p) Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, “hazing” means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, “hazing” does not include athletic events or school-sanctioned events.
- q) Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this section, “terroristic threat” shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family’s safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or his or her immediate family.
- r) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual’s academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- s) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- t) Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- u) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.

- 1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
 - i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
 - ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
 - iii. Causing a reasonable student to experience substantial interference with his or her academic performance.
 - iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
- 2) "Electronic Act" means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
 - i. A message, text, sound, video, or image.
 - ii. A post on a social network Internet Web site including, but not limited to:
 - (a) Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
 - (b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
 - (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
 - iii. An act of cyber sexual bullying.
 - (a) For purposes of this clause, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.

- (b) For purposes of this clause, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
- 3) Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
- v) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1)(a)-(b).
- w) Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Principal or designee’s concurrence.

2. Non-Discretionary Suspendable and Expellable Offenses: Students *must* be recommended for expulsion for any of the following acts when it is determined pursuant to the procedures below that the pupil:

- a) Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Principal or designee’s concurrence.
- b) Brandishing a knife at another person.
- c) Unlawfully selling a controlled substance listed in Health and Safety Code Section 11053, *et seq.*
- d) Committed or attempted to commit a sexual assault ~~or committing a sexual battery~~ as defined in ~~Section 48900(n)~~ **Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code, or committed a sexual battery as defined in Penal Code Section 243.4.**

If it is determined by the Administrative Panel and/or Board of Directors that a student has brought a firearm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or to have possessed a firearm or dangerous device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994. In such instances, the pupil shall be provided due process rights of notice and a hearing as required in this policy.

The term “knife” means (A) any dirk, dagger, or other weapon with a fixed, sharpened blade fitted primarily for stabbing; (B) a weapon with a blade fitted primarily for stabbing; (C) a weapon with a blade longer than 3½ inches; (D) a folding knife with a blade that locks into place; or (E) a razor with an unguarded blade.

The term “firearm” means (A) any weapon which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any

firearm muffler or firearm silencer; or (D) any destructive device. Such term does not include an antique firearm.

The term “destructive device” means (A) any explosive, incendiary, or poison gas, including but not limited to: (i) bomb, (ii) grenade, (iii) rocket having a propellant charge of more than four ounces, (iv) missile having an explosive or incendiary charge of more than one-quarter ounce, (v) mine, or (vi) device similar to any of the devices described in the preceding clauses.

III. SUSPENSION PROCEDURES

As an Independent Study school, Endeavor Charter School does not plan to use in-school suspension. Suspensions shall be initiated according to the following procedures:

A. CONFERENCE

Suspension shall be preceded, if possible, by a conference conducted by the Principal or designee with the student and his or her parent and, whenever practical, the teacher, supervisor or Charter School employee who referred the student to the Principal or designee.

The conference may be omitted if the Principal or designee determines that an emergency situation exists. An “emergency situation” involves a clear and present danger to the lives, safety or health of students or Charter School personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student’s right to return to school for the purpose of a conference.

At the conference, the pupil shall be informed of the reason for the disciplinary action and the evidence against him or her and shall be given the opportunity to present his or her version and evidence in his or her defense, in accordance with Education Code Section 47605(c)(5)(J)(i). This conference shall be held within two (2) school days, unless the pupil waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization.

No penalties may be imposed on a pupil for failure of the pupil’s parent or guardian to attend a conference with Charter School officials. Reinstatement of the suspended pupil shall not be contingent upon attendance by the pupil’s parent or guardian at the conference.

B. NOTICE TO PARENTS/GUARDIANS

At the time of suspension, an administrator or designee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense committed by the student. In addition, the notice may also state the date and time when the student may return to school. If Charter School officials ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

C. SUSPENSION TIME LIMITS/RECOMMENDATION FOR PLACEMENT/EXPULSION

Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension. The total number of days for which a student, including students with a 504 Plan, may be suspended from school shall not exceed 20 days. Students with an IEP shall not be suspended for more than 10 school days in any school year.

Upon a recommendation of expulsion by the Principal or designee, the pupil and the pupil's parent/guardian or representative will be invited to a conference to determine if the suspension for the pupil should be extended pending an expulsion hearing. In such instances when the Charter School has determined a suspension period shall be extended, such extension shall be made only after a conference is held with the pupil or the pupil's parents, unless the pupil and the pupil's parents fail to attend the conference.

This determination will be made by the Principal or designee upon either of the following determinations: 1) the pupil's presence will be disruptive to the education process; or 2) the pupil poses a threat or danger to others. Upon either determination, the pupil's suspension will be extended pending the results of an expulsion hearing.

D. 4. HOMEWORK ASSIGNMENTS DURING SUSPENSION

In accordance with Education Code Section 47606.2(a), upon the request of a parent, a legal guardian or other person holding the right to make education decisions for the pupil, or the affected pupil, a teacher shall provide to a pupil in any of grades 1 to 12, inclusive, who has been suspended from school for two or more schooldays, the homework that the pupil would otherwise have been assigned.

In accordance with Education Code Section 47606.2(b), if a homework assignment that is requested pursuant to Section 47606.2(a) and turned into the teacher by the pupil either upon the pupil's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, is not graded before the end of the academic term, that assignment shall not be included in the calculation of the pupil's overall grade in the class.

E. SUSPENSION APPEAL

At the time the parent/guardian is informed of the decision to suspend, information is provided about their right to appeal a suspension, along with information about the appeal process. To initiate an appeal, the student or parent or guardian must contact the WSCS Executive Director in writing within three days of the date of the suspension. The Executive Director will gather information from the Principal/designee, student, parent or guardian to determine whether or not the Principal/designee suspended the student properly and followed all applicable procedures. The Executive Director will consider the reasons the family feels the suspension was incorrect or inappropriate, and may contact the family and/or Charter School staff to clarify information. Based on the information submitted or requested, the Executive Director may make one of the following decisions regarding the suspension.

1. Uphold the suspension
2. Uphold the suspension but clear the student's record of the suspension at the end of the semester, if the student has no additional discipline problems at the Charter School.

3. Determine that the suspension was not within the Charter School's guidelines, overturn the suspension, and order that all records and documents regarding the disciplinary proceeding be destroyed. No information regarding the suspension will be placed in the student's permanent record, or shared with anyone not directly involved in the proceedings.

The Executive Director will mail a copy of the decision to the student and/or parent or guardian within five days of issuing the decision. A copy of the decision is also emailed to the Executive Director. The Executive Director's decision is final.

IV. EXPULSION PROCEDURES

A. AUTHORITY TO EXPEL

As required by Education Code Section 47605(c)(5)(J)(ii), students recommended for expulsion are entitled to a hearing adjudicated by a neutral officer to determine whether the student should be expelled. The procedures herein provide for such a hearing and the notice of said hearing, as required by law.

A student may be expelled by the neutral and impartial Administrative Panel, to be assigned by the Charter School Board of Directors, or by the Charter School Board of Directors, upon an appeal. The Administrative Panel will not include any of the administrators involved in the initial student discipline. The Administrative Panel will consist of up to three members, who are certificated and neither a teacher of the pupil nor a member of the Board of Directors. Each entity shall be presided over by a designated neutral hearing chairperson. The Administrative Panel and/or Board of Directors, upon an appeal, may expel a student found to have committed an expellable offense.

As described below, a student and his or her parents may appeal an expulsion decision by the Administrative Panel to the Charter School's Board, which will make the final determination.

B. HEARING PROCEDURES

Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. If requested by the student, and unless postponed for good cause, the hearing shall be held within thirty (30) school days after the Executive Director determines that the pupil has committed an expellable offense and recommends the student for expulsion.

The Administrative Panel will hold a hearing on the case, and will make a determination whether to expel the pupil. The hearing shall be held in closed session (complying with all pupil confidentiality rules under FERPA) unless the pupil makes a written request for a public hearing in open session three (3) days prior to the date of the scheduled hearing.

Written notice of the hearing shall be forwarded to the student and the student's parent/guardian at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the pupil. The notice shall include:

1. The date and place of the expulsion hearing;

2. A statement of the specific facts, charges and offenses upon which the proposed expulsion is based;
3. A copy of the Charter School's disciplinary rules which relate to the alleged violation;
4. Notification of the student's or parent/guardian's obligation to provide information about the student's status at the Charter School to any other school district or school to which the student seeks enrollment;
5. The opportunity for the student and/or the student's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor;
6. The right to inspect and obtain copies of all documents to be used at the hearing;
7. The opportunity to confront and question all witnesses who testify at the hearing;
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

C. SPECIAL PROCEDURES FOR EXPULSION HEARINGS INVOLVING SEXUAL ASSAULT OR BATTERY OFFENSES

Endeavor Charter School may, upon a finding of good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations which shall be examined only by the Charter School or hearing officers. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the pupil. The Administrative Panel shall be guided by the following principles:

1. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of his/her right to (a) receive five days' notice of his/her scheduled testimony, (b) have up to two (2) adult support persons of his/her choosing present in the hearing at the time he/she testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.
2. The Charter School will also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
3. At the discretion of the Administrative Panel, the complaining witness shall be allowed periods of relief from examination and cross-examination during which he or she may leave the hearing room.
4. The Administrative Panel may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
5. The Administrative Panel may also limit time for taking the testimony of the complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours.
6. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the entity presiding over the hearing from removing a support person whom the presiding entity finds is disrupting the hearing. The Administrative Panel may permit any one of the support persons for the complaining witness to accompany him or her to the witness stand.
7. If one or both of the support persons is also a witness, the Charter School shall present evidence that the witness' presence is both desired by the witness and will be helpful to the Charter School. The entity presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or

persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the Administrative Panel from exercising its discretion to remove a person from the hearing whom it believes is prompting, swaying, or influencing the witness.

8. The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.
9. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in public at the request of the pupil being expelled, the complaining witness shall have the right to have his/her testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.
10. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the entity conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstances can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

D. RECORD OF HEARING

A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete record of the proceedings can be made.

E. PRESENTATION OF EVIDENCE

While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Executive Director to expel must be supported by substantial evidence that the student committed an expellable offense.

Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay. Sworn declarations may be admitted as testimony from witnesses of whom the Administrative Panel, or the Board of Directors on appeal, determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the expelled pupil, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have his or her testimony heard in a session closed to the public.

The decision of the Administrative Panel shall be in the form of written findings of fact and a written decision regarding the expulsion. The written findings of fact and decision by the Administrative Panel shall be made within ten (10) school days following the conclusion of the hearing.

The decision of the Administrative Panel is final, unless the student files an appeal of the expulsion decision to the Board of Directors in accordance with the procedures further described below.

If the Administrative Panel decides not to expel, the pupil shall immediately be returned to his/her educational program at the Charter School.

F. WRITTEN NOTICE TO EXPEL

The Executive Director or designee, following a decision of the Administrative Panel to expel, shall send written notice of the Panel's decision to expel, including the Administrative Panel's adopted findings of fact, to the student or parent/guardian. This notice shall also include the following:

1. Notice of the specific offense committed by the student
2. Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the Charter School.
3. Notice of any appeal options
4. Information about alternative placement options

The Executive Director or designee shall send a copy of the written notice of the decision to expel to the student's district of residence and the authorizer. This notice shall include the following:

1. The student's name
2. The specific expellable offense committed by the student

G. EXPULSION APPEAL

If a pupil is expelled, the pupil or the pupil's parent or guardian may, within 10 calendar days following the written notice to expel, file a written appeal, requesting the Board reconsider the expulsion determination. The Board of Directors will consider the appeal in closed session at its next regularly scheduled board meeting or as soon as practicable. The Board will consider all information and evidence contained in the record from the expulsion hearing. The Board will inform the parent and student in writing within five (5) days of its decision. The decision of the Board of Directors is final.

1. CLOSED SESSION

The Board shall hear an appeal of an expulsion order in closed session (complying with all pupil confidentiality rules under FERPA) unless the pupil makes a written request for a public hearing, to be held in open session, three (3) school days prior to the date of the scheduled hearing. During closed session, if the Board admits any representative of the pupil or the Charter School, the Board shall, at the same time, admit representatives from the opposing party.

2. EVIDENCE ADMISSIBLE AT HEARING

The Board shall determine the appeal from a pupil expulsion upon the record of the hearing before the Administrative Panel, together with such applicable documentation or regulations as may be ordered. The pupil and parent(s)/guardian(s) of the pupil may attend the appeal hearing and present evidence and documents in support of the pupil's appeal. The pupil and parent/guardian shall be provided reasonable accommodations and language support as necessary. The Board of Directors shall consider the testimony and evidence presented at the hearing.

3. SCOPE OF REVIEW

The review by the Board shall be limited to the following questions:

1. Whether the Administrative Panel acted without or in excess of its jurisdiction.
2. Whether there was a fair hearing before the Administrative Panel.
3. Whether there was a prejudicial abuse of discretion in the hearing.
4. Whether there is relevant and material evidence which, in the exercise of reasonable diligence, could not have been produced or which was improperly excluded at the hearing before the Administrative Panel.

A Board may not recommend reversing the decision of the Administrative Panel to expel a pupil based upon a finding of an abuse of discretion unless the Board also determines that the abuse of discretion was prejudicial.

4. DECISION OF THE BOARD

The decision of the Board shall be limited as follows:

- (a) If the Board finds that relevant and material evidence exists which, in the exercise of reasonable diligence, could not have been produced or which was improperly excluded at the hearing before the Administrative Panel, the Board may reconsider the matter and may in addition recommend the pupil reinstated pending the reconsideration.
- (b) In all other cases, the Board shall either affirm or reverse the decision of the Administrative Panel. The decision of the Board will be final.

Parent(s)/guardian(s) will be notified of the Board of Directors' decision, in writing, within three (3) school days of the date the appeal hearing was held. In the event that the Board of Directors reverses the expulsion, the pupil shall be immediately reinstated.

H. EXPELLED PUPILS/ALTERNATIVE EDUCATION

Parents/guardians of pupils who are expelled shall be responsible for seeking alternative education programs including, but not limited to, programs within the County or their school district of residence. The Charter School shall work cooperatively with parents/guardians as requested by parents/guardians or by the school district of residence to assist with locating alternative placements during expulsion.

V. DISCIPLINARY RECORDS

The Charter School shall maintain records of all student suspensions and expulsions at the Charter School. Such records shall be made available to the authorizer upon request.

VI. SPECIAL PROCEDURES FOR THE CONSIDERATION OF SUSPENSION AND EXPULSION OF STUDENTS WITH DISABILITIES

A. NOTIFICATION OF SELPA

The Charter School shall immediately notify the SELPA and coordinate the procedures in this policy with the SELPA of the discipline of any student with a disability or student who the Charter School or the SELPA would be deemed to have knowledge that the student had a disability.

B. SERVICES DURING SUSPENSION

Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting (which could constitute a change of placement and the student's IEP would reflect this change), and to progress toward meeting the goals set out in the child's IEP/504 Plan; and receive, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

C. PROCEDURAL SAFEGUARDS/MANIFESTATION DETERMINATION

Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, the Charter School, the parent, and relevant members of the IEP/504 Team shall review all relevant information in the student's file, including the child's IEP/504 Plan, any teacher observations, and any relevant information provided by the parents to determine:

- a. If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
- b. If the conduct in question was the direct result of the local educational agency's failure to implement the IEP/504 Plan.

If the Charter School, the parent, and relevant members of the IEP/504 Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability.

If the Charter School, the parent, and relevant members of the IEP/504 Team make the determination that the conduct was a manifestation of the child's disability, the IEP/504 Team shall:

- a. Conduct a functional behavioral assessment and implement a behavioral intervention plan for such child, provided that the Charter School had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;
- b. If a behavioral intervention plan has been developed, review the behavioral intervention plan if the child already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and
- c. Return the child to the placement from which the child was removed, unless the parent and the Charter School agree to a change of placement as part of the modification of the behavioral intervention plan.

If the Charter School, the parent, and relevant members of the IEP/504 Team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a direct result

of the failure to implement the IEP/504 Plan, then the Charter School may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

D. DUE PROCESS APPEALS

The parent of a child with a disability who disagrees with any decision regarding placement, or the manifestation determination, or the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, may request an expedited administrative hearing through the Special Education Unit of the Office of Administrative Hearings or by utilizing the dispute provisions of the 504 Policy and Procedures.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent or the Charter School, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer in accordance with state and federal law, including 20 U.S.C. Section 1415(k), or until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, unless the parent and the Charter School agree otherwise.

In accordance with 20 U.S.C. Section 1415(k)(3), if a parent/guardian disagrees with any decision regarding placement, or the manifestation determination, or if the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, the parent/guardian or Charter School may request a hearing.

In such an appeal, a hearing officer may: (1) return a child with a disability to the placement from which the child was removed; or (2) order a change in placement of a child with a disability to an appropriate interim alternative educational setting for not more than 45 school days if the hearing officer determines that maintaining the current placement of such child is substantially likely to result in injury to the child or to others.

E. SPECIAL CIRCUMSTANCES

Charter School personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a child with a disability who violates a code of student conduct.

The Executive Director or designee may remove a student to an interim alternative educational setting for not more than forty-five (45) school days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

- a. Carries or possesses a weapon, as defined in 18 U.S.C. Section 930, to or at school, on school premises, or to or at a school function;
- b. Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or
- c. Has inflicted serious bodily injury, as defined by 20 U.S.C. Section 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

F. INTERIM ALTERNATIVE EDUCATIONAL SETTING

The student's interim alternative educational setting shall be determined by the student's IEP/504 Team.

G. PROCEDURES FOR STUDENTS NOT YET ELIGIBLE FOR SPECIAL EDUCATION SERVICES

A student who has not been identified as an individual with disabilities pursuant to IDEA and who has violated the Charter School's disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if the Charter School had knowledge that the student was disabled before the behavior occurred.

The Charter School shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:

- a. The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to Charter School supervisory or administrative personnel, or to one of the child's teachers, that the student is in need of special education or related services.
- b. The parent has requested an evaluation of the child.
- c. The child's teacher, or other Charter School personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the director of special education or to other Charter School supervisory personnel.

If the Charter School knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may assert any of the protections available to IDEA-eligible children with disabilities, including the right to stay-put.

If the Charter School had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. The Charter School shall conduct an expedited evaluation if requested by the parents; however the student shall remain in the education placement determined by the Charter School pending the results of the evaluation.

The Charter School shall not be deemed to have knowledge that the student had a disability if the parent has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

ELEMENT K: RETIREMENT SYSTEMS

“The manner by which staff members of the charter schools will be covered by the State Teachers’ Retirement System, the Public Employees’ Retirement System, or federal social security.” Ed. Code § 47605(c)(5)(K).

I. CERTIFICATED STAFF

All employees who are eligible shall participate in the State Teachers’ Retirement System (“STRS”). Endeavor Charter School will coordinate such participation, as appropriate, with the social security system or other reciprocal systems for eligible employees. Eligible employees as participants in STRS will contribute the required percentage, and Endeavor Charter School will contribute the employer’s portion required by STRS. All withholdings from employees and Endeavor Charter School are forwarded to the STRS Fund as required. Employees will accumulate service credit years in the same manner as all other members of STRS. Endeavor Charter School shall forward any required payroll deductions and related data to the Madera County Superintendent of Schools as required by Education Code Section 47611.3. The Executive Director, working in conjunction with the Charter School’s contracted business service provider, shall be responsible for ensuring that the forwarding arrangements occur in a timely, compliant manner.

II. CLASSIFIED STAFF

All classified staff shall participate in federal Social Security and the California Public Employees Retirement System (CalPERS). Endeavor Charter School anticipates offering a 403b plan to all employees and making a contribution to 403b plans of non-STRS eligible employees to supplement Social Security, in an amount determined annually by the WSCS Board of Directors.

III. RESPONSIBLE STAFF MEMBER

The Executive Director, working in conjunction with the Charter School’s contracted business services and payroll provider(s), shall be responsible for ensuring that appropriate arrangements for the aforementioned coverage will be made, and that all required reports to the District, Fresno County Superintendent of Schools and others are submitted in a timely and accurate fashion.

ELEMENT L: PUBLIC SCHOOL ATTENDANCE ALTERNATIVES

“The public school attendance alternatives for pupils residing within the school district who choose not to attend charter schools.” Ed. Code § 47605(c)(5)(L).

No student shall be required to attend the Charter School. Students who reside within the District who opt not to attend Endeavor Charter School may attend school within the District according to District policy or at another school district or school within the District through the District’s intra- or inter-district transfer policies.

The parent or guardian of each pupil enrolled in the Charter School shall be informed on admissions forms that the pupil has no right to admission in a particular school of any local education agency (or program of any local education agency) as a consequence of enrollment in the Charter School, except to the extent that such a right is extended by the local education agency.

ELEMENT M: EMPLOYEE RETURN RIGHTS

“The rights of an employee of the school district upon leaving the employment of the school district to work in a charter school, and of any rights of return to the school district after employment at a charter school.” Ed. Code § 47605(c)(5)(M).

No public school district employee shall be required to work at the Charter School. Employees of the District who choose to leave the employment of the District to work at the Charter School will have no automatic rights of return to the District after employment by the Charter School unless specifically granted by the District through a leave of absence or other agreement. Charter School employees shall have any right upon leaving the District to work in the Charter School that the District may specify, any rights of return to employment in a school district after employment in the Charter School that the District may specify, and any other rights upon leaving employment to work in the Charter School that the District determines to be reasonable and not in conflict with any law.

Sick or vacation leave or years of service credit at the District or any other school district will not be transferred to the Charter School. Employment by the Charter School provides no rights of employment at any other entity, including any rights in the case of closure of the Charter School.

ELEMENT N: DISPUTE RESOLUTION

“The procedures to be followed by the charter school and chartering authority to resolve disputes relating to provisions of the charter.” Ed. Code § 47605(c)(5)(N).

The Charter School recognizes that it cannot bind the District to a dispute resolution procedure to which the District does not agree. Participation in any dispute resolution procedure is entirely voluntary for the District to the extent the District is carrying out its oversight responsibilities, up to and including revocation of the charter petition. The following policy is intended as a starting point for a discussion of dispute resolution procedures. The Charter School is willing to consider changes to the process outlined below as suggested by the District.

I. DISPUTES BETWEEN THE CHARTER SCHOOL AND THE DISTRICT:

The Charter School and the District will be encouraged to attempt to resolve any disputes amicably and reasonably without resorting to formal procedures. The parties shall exchange information as necessary to avoid disputes and assist in curing disputes and shall use their best efforts to resolve disputes between them at the earliest possible time.

In the event of a dispute between the District and the Charter School, the District and Charter School staff, employees, and Board members shall follow the procedures set forth below:

1) Any dispute shall be made in writing (“Written Notification”). The Written Notification must identify the nature of the dispute and any supporting facts. The Written Notification shall be tendered to the other party by personal delivery, by facsimile, by electronic mail or by certified mail. The Written Notification shall be deemed received (a) if personally delivered, upon date of delivery to the address of the person to receive such notice if delivered by 5:00 PM, or otherwise on the business day following personal delivery; (b) if by facsimile or electronic mail, upon electronic confirmation of receipt if delivered by 5:00 PM, or otherwise on the business day following transmission; or (c) if by mail, two (2) business days after deposit in the U.S. Mail. All Written Notifications and other notices shall be addressed as follows:

To Charter School:

Executive Director
Western Sierra Charter Schools
41267 Highway 41
Oakhurst, CA 93644

To District:

Superintendent
Fresno Unified School District
2309 Tulare St.
Fresno, CA 93721

2) A written response (“Written Response”) shall be tendered to the other party within twenty (20) business days from the date of receipt of the Written Notification. The parties agree to schedule a conference to discuss the Dispute identified in the Written Notice (“Issue Conference”). The Issue

Conference shall take place within fifteen (15) business days from the date the Written Response is received by the other party. The Written Response may be tendered to the other party by personal delivery, by facsimile, by electronic mail or by certified mail. The Written Response shall be deemed received (a) if personally delivered, upon date of delivery to the address of the person to receive such notice if delivered by 5:00 PM, or otherwise on the business day following personal delivery; (b) if by facsimile or electronic mail, upon electronic confirmation of receipt if delivered by 5:00 PM, or otherwise on the business day following transmission; or (c) if by mail, two (2) business days after deposit in the U.S. Mail.

3) If the dispute cannot be resolved by mutual agreement at the Issue Conference, the District Superintendent and the WSCS Executive Director, or their respective designees, shall meet to jointly identify a neutral third party mediator to engage the parties in a mediation session designed to facilitate resolution of the dispute. The format of the mediation session shall be developed jointly by the Superintendent and the Executive Director, or their respective designees. Each party shall bear its own attorneys' fees, costs and expenses associated with the mediation. The mediator's fees and the administrative fees of the mediation shall be shared equally among the parties. Mediation proceedings shall commence within 120 days from the date of either party's request for mediation following the Issue Conference.

4) If mediation does not resolve the dispute either party may pursue any other remedy available under the law. All timelines and procedures in this section may be revised upon mutual written agreement of the District and the Charter School.

Nothing in this Charter restricts the District's ability to initiate revocation proceedings in accordance with Education Code Section 47607 and Title 5, California Code of Regulations Sections 11968.5.2 and 11968.5.3.

II. INTERNAL DISPUTES:

The Charter School shall have an internal dispute resolution process to be used for all internal disputes related to the Charter School's operations. Endeavor Charter School will also adopt and maintain a Uniform Complaint Policy and Procedures and Title IX complaint procedures as required by state and federal law, respectively. **ECS confirms its understanding of and obligation to adopt, maintain, and comply with UCP and Title IX requirements, including but not limited to the appropriate training requirements for implementation of both policies.** Parents, students, Board members, volunteers, and staff at the Charter School shall be provided with a copy of the Charter School's policies and internal dispute resolution process. The District shall promptly refer all disputes not related to a possible violation of the charter or law to the Charter School. The District, as part of its oversight responsibilities, should be notified of any concerns and/or complaints that provide reasonable cause to believe that a violation of the charter petition or related laws or agreements has occurred. In such situations, the District may intervene to assist in resolution of the complaint.

ELEMENT O: CLOSURE PROCEDURES

“The procedures to be used if the charter school closes. The procedures shall ensure a final audit of the charter school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of pupil records.” Ed. Code § 47605(c)(5)(O).

The following procedures shall constitute the “Closure Protocol” and shall apply in the event Endeavor Charter School ceases to be a charter school or otherwise closes for any reason:

Any decision to close Endeavor Charter School as a charter school operating pursuant to this Charter shall be documented by official action of the WSCS Board of Directors (“Closure Action”), and will identify the person or entity responsible for all closure-related activities and actions and the reason for closure. In the event of a Closure Action, the following steps shall be implemented, which follow the procedures and requirements set forth in Education Code Section 47605(c)(5)(O) and Title 5, California Code of Regulations, Sections 11962 and 11962.1.

The Charter School will promptly notify parents and students of the Charter School, the District, the Fresno County Superintendent of Schools, the California Department of Education, the Charter School’s SELPA, and the retirement systems in which Endeavor Charter School’s employees participate (e.g., PERS, STRS, and federal social security), of the closure as well as the effective date of the closure.

Endeavor Charter School will ensure that the notification to the parents and students provides information to assist parents and students in locating suitable alternative programs. The written notification shall include information on assistance in transferring each student to another appropriate school, and a process for the transfer of all student records. Parents/guardians will also be provided with student information that includes grade reports, discipline records, immunization records, and completed coursework.

Endeavor Charter School will provide parents, students and the receiving school districts with copies of all appropriate student records and will otherwise assist students in transferring to other schools. All transfer of student records will be made in compliance with the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232g. Endeavor Charter School will ask the District to store as necessary original records of Charter School students. All student records of the Charter School shall be transferred to the District upon Charter School closure. If the District will not or cannot store the records, the Charter School shall work with the County Office of Education to determine a suitable alternative location for storage.

All state assessment results, special education records, and personnel records will be transferred to and maintained by the entity responsible for closure-related activities in accordance with applicable law.

As soon as is reasonably practical, Endeavor Charter School will prepare final financial records. Endeavor Charter School will also have an independent audit (which may also serve as the annual audit) completed by a qualified Certified Public Accountant selected by the Charter School as soon as is reasonably practical, but in no case later than six months after closure. The audit must include at least the following (i) All information required of in an annual audit; (ii) An accounting of all assets, including cash and accounts receivable and an inventory of property, equipment and supplies; (iii) An accounting of the liabilities, including accounts payable and any reduction in apportionments as a result of audit findings or other

investigations, loans and unpaid staff compensation; (iv) An assessment of the disposition of any restricted funds received by or due to Endeavor Charter School, and (v) A delineation of the disposition of all assets and liabilities. The completed audit will be promptly provided to the District. Endeavor Charter School understands and acknowledges that Endeavor Charter School will cover the outstanding debts or liabilities of Endeavor Charter School. Any unused special education related funds will be returned to the District or SELPA, as appropriate, and other categorical funds will be returned to the source of funds as required by applicable law.

For a minimum of six calendar months from the later of the Closure Action or effective date of the closure, whichever comes first, sufficient staff as may be allowed by the budget and remaining assets will maintain employment to take care of all necessary tasks and procedures required for smooth closing of the Charter School and student transfers.

The Endeavor Charter School governing body shall adopt a plan for wind-up of the Charter School and, if necessary, the corporation, in accordance with the requirements of the Corporations Code.

In addition to the final audit, Endeavor Charter School shall also complete and file any required annual reports to the California Department of Education, the County Superintendent of Schools, and the District, pursuant to Education Code Section 47604.33.

Endeavor Charter School may use, but is not limited to, reserves normally maintained for contingencies and emergencies to fund closure proceedings.

This Closure Protocol shall survive the revocation, expiration, termination, cancellation of this Charter or any other act or event that would end Endeavor Charter School's right to operate as a charter school pursuant to this Charter or cause Endeavor Charter School to cease operation.

Upon the winding up and dissolution of the corporation if applicable, after paying or adequately providing for the debts and obligations of the corporation (including any obligations requiring the return of grant funds on the dissolution of the corporation), any capital assets, including facilities or property, purchased in whole or part with public funds shall be distributed in accordance with the articles of incorporation and bylaws to either (i) such organization organized and operated exclusively for educational purposes which has established its tax exempt status under § 501(c)(3) of the Internal Revenue Code of 1986, as amended, (or the corresponding provision of any future United States Internal Revenue Law), or (ii) a state or political subdivision of a state of the United States to be used exclusively for public purposes.

Any assets acquired from the District or District property will be promptly returned upon Charter School closure to the District. The distribution shall include return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law, as appropriate, which may include submission of final expenditure reports for entitlement grants and the filing of any required Final Expenditure Reports and Final Performance Reports, as well as the return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted.

On closure, the Charter School shall remain solely responsible for all liabilities arising from the operation of the Charter School.

As the Charter School is operated by a non-profit public benefit corporation, should the corporation dissolve with the closure of the Charter School, the Board will follow the procedures set forth in the California Corporations Code for the dissolution of a non-profit public benefit corporation and file all necessary filings with the appropriate state and federal agencies.

As specified by the Budget in [Appendix 12](#), the Charter School will utilize the reserve fund to undertake any expenses associated with the closure procedures identified above.

ADDITIONAL PROVISIONS

I. FINANCIAL PLANNING, REPORTING, AND ACCOUNTABILITY

“The petitioner or petitioners also shall be required to provide financial statements that include a proposed first-year operational budget, including startup costs, and cash-flow and financial projections for the first three years of operation.” Ed. Code § 47605(h)

Attached, as [Appendix 12](#), please find the following documents:

- A projected first year budget including startup costs
- Budget assumptions
- Financial projections and cash flow for the first five years of operation

These documents are based upon the best data available to the Petitioners at this time.

The Charter School shall provide reports to the District and County Superintendent of Schools as follows in accordance with Education Code Section 47604.33, and shall provide additional fiscal reports as requested by the District:

- By July 1, a preliminary budget for the current fiscal year. For a charter school in its first year of operation, financial statements submitted with the charter petition pursuant to Education Code Section 47605(h) will satisfy this requirement.
- By July 1, a LCAP and an annual update to the LCAP required pursuant to Education Code Section 47606.5.
- By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. Additionally, on December 15, a copy of the Charter School’s annual, independent financial audit report for the preceding fiscal year shall be delivered to the District, State Controller, California Department of Education and County Superintendent of Schools.
- By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31.
- By September 15, a final unaudited report for the full prior year. The report submitted to the authorizer shall include an annual statement of all the Charter School’s receipts and expenditures for the preceding fiscal year.

The Charter School shall provide reporting to the District as required by law and as requested by the District including, but not limited to, the following: California Basic Educational Data System (“CBEDS”), actual Average Daily Attendance reports, all financial reports required by Education Code Sections 47604.33 and 47605(m), the School Accountability Report Card (“SARC”), and the LCAP.

The Charter School agrees to and submits to the right of the District to make random visits and inspections in order to carry out its statutorily required oversight in accordance with Education Code Sections 47604.32 and 47607.

Pursuant to Education Code Section 47604.3, the Charter School shall promptly respond to all reasonable inquiries including, but not limited to, inquiries regarding its financial records from the District.

II. IMPACT STATEMENT/FACILITIES

“The facilities to be utilized by the charter school. The description of the facilities to be used by the charter school shall specify where the charter school intends to locate.” Ed. Code § 47605(h).

Endeavor Charter School will operate from ~~a facility~~ **facilities** within FUSD’s geographic boundaries. **The primary facility is located at 777 and 723 West Shaw, Fresno CA 93704.** It will ~~occupy~~ **occupies** and utilizes six (6) classrooms, nineteen (19) office spaces, one (1) Library, a reception area, outdoor area and six (6) restrooms.

The Charter School proposes to operate an additional facility located at 50 E. Santa Ana Ave, Fresno, CA 93704. The additional site is 0.6 miles from the West Shaw location and within District boundaries.

See [Appendix 13](#) for further detail.

III. SPECIAL EDUCATION LOCAL PLAN AREA

(Please see the section titled [Students with Disabilities](#) found in Element A for a more complete description of the Endeavor Charter Schools Special Education program.)

Endeavor Charter School intends to be its own Local Education Agency (“LEA”) for the purposes of providing Special Education services, and plans to join the Fresno County Charter Special Education Local Plan Area (“SELPA”) in conformity with Education Code Section 47641(a). The potential for membership with the Fresno County Charter SELPA is being worked out at this time. The Charter School intends to provide cost-effective and consistent special education services. Endeavor Charter School recognizes that the process of providing Special Education services involves approval by the State Board of Education as a LEA and also acceptance as a member into a SELPA. Endeavor Charter School has already been working with the Fresno County Charter SELPA to prepare for application during the next application period.

In the event Endeavor Charter School does not receive approval into any SELPA prior to opening, Endeavor Charter School reserves its right to operate as a public school of the District for special education purposes, in accordance with Education Code Section 47641(b). In such a scenario, all special education funding, costs and services will be delineated within a Memorandum of Understanding with the District.

As its own LEA and member of a SELPA, Endeavor Charter School pledges to work in cooperation with all local and state agencies to ensure that a free and appropriate education is provided to all students with exceptional needs. Endeavor Charter School will comply with all regulatory special education requirements of the Individuals with Disabilities Education Improvement Act of 2004, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act, and any other civil rights enforced by the U.S. Department of Education Office for Civil Rights. Furthermore, Endeavor Charter School will comply with all provisions of AB 602, applicable SELPA guidelines, and additional federal and state laws that apply to Endeavor Charter School pertaining to special education students.

IV. ADMINISTRATIVE SERVICES

“The manner in which administrative services of the charter school are to be provided.” Ed. Code § 47605(h).

The Charter School will provide or procure most of its own administrative services including, but not limited to, financial management, accounts payable/receivable, payroll, human resources, and instructional program development either through its own staff or through an appropriately qualified third-party contractor.

The Charter School intends to contract with Madera County Office of Education as a business services provider for back-office support with payroll, budgeting, and financial reporting compliance.

At any time the Charter School may discuss the possibility of purchasing administrative services from the District. If the District is interested, the specific terms and cost for these services will be the subject of a memorandum of understanding between the Charter School and the District and subject to District availability and willingness to provide such services.

V. INSURANCE

The Charter School shall acquire and finance general liability, workers’ compensation, and other necessary insurance of the types and in the amounts required for an enterprise of similar purpose and circumstance. Coverage amounts will be based on recommendations provided by the District and the Charter School’s insurer. Prior to opening, the Charter School will provide evidence of the above insurance coverage to the authorizer.

VI. POTENTIAL CIVIL LIABILITY EFFECTS

Potential civil liability effects, if any, upon the charter school and upon the school district. Ed. Code § 47605(h)

The Charter School shall be operated by a California non-profit public benefit corporation. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code and California Revenue and Taxation Code Section 23701(d).

Pursuant to Education Code Section 47604(d), an entity that grants a charter to a charter school operated by or as a non-profit public benefit corporation shall not be liable for the debts or obligations of the charter school or for claims arising from the performance of acts, errors or omissions by the charter school if the authority has complied with all oversight responsibilities required by law. The Charter School shall work diligently to assist the District in meeting any and all oversight obligations under the law, including monthly meetings, reporting, or other District-requested protocol to ensure the District shall not be liable for the operation of the Charter School.

Further, the Charter School intends to enter into a memorandum of understanding with the District, wherein the Charter School shall indemnify the District for the actions of the Charter School under this charter.

The corporate bylaws of the Charter School shall provide for indemnification of the Charter School's Board, officers, agents, and employees, and the Charter School will purchase general liability insurance, Board Members and Officers insurance, and fidelity bonding to secure against financial risks.

As stated above, insurance amounts will be determined by recommendation of the District and the Charter School's insurance company for schools of similar size, location, and student population. The District shall be named an additional insured on the general liability insurance of the Charter School.

The Charter School Board will institute appropriate risk management practices as discussed herein, including screening of employees, establishing codes of conduct for students, and dispute resolution.

Appendices

Appendix 1. Leadership and Board Bios

Executive Director – Michael Cox

Professional Background and Experience:

30 years of educational service and leadership in all aspects of school operations

23 years of school site administrative leadership

16 years as Principal and Executive Director of Mountain Home School Charter and Glacier High School

Founded Glacier High School Charter in 2002

Founded Western Sierra Charter Schools as non-profit corporation in 2008

Education:

B.S. in History Education, San Diego Christian College

M.A. in Education Administration, Azusa Pacific University

Professional Certifications:

Single Subject Teaching Credential Clear – History/ Social Science

Multiple Subject Teaching Credential Clear

Administrative Services Credential Clear

Other Relevant Qualifications:

Graduate of the Charter School Business Officer Training Program offered through the Charter Schools Development Center (CSDC).

Consistent record of leading demonstrable organizational and academic improvement in a variety of school settings

Length of service with Western Sierra Charter Schools:

Mr. Cox has served as the Executive Director of Western Sierra Charter Schools since its founding in 2008

Chief Business Officer – Jody Jeffers

Professional Background and Experience:

More than 30 years of accounting experience with 27 years in management and 13 years as a senior fiscal officer in the public sector. This also included human resources responsibilities such as employee insurance programs, retirement, and other benefit programs.

Education:

B.A. in Political Science (Public Administration emphasis), California State University, Fullerton

Professional Certifications:

Certified Government Financial Manager (CGFM Certificate #15548) awarded by the Association of Government Accountants (AGA).

Other Relevant Qualifications:

Graduate of the Charter School Business Officer Training Program offered through the Charter Schools Development Center (CSDC).

Successfully managed dozens of federal and state grant programs while receiving clean audit reports and achieving grant objectives.

Length of service with Western Sierra Charter Schools:

Mr. Jeffers joined Western Sierra Charters Schools in May of 2015.

Co-Principal of Mountain Home / Glacier High - Fresno Resource Center – Nancy Garcia

Professional Background and Experience:

Nancy has over 15 years of experience in Education. She has worked as a Public School Teacher (Fresno Unified School District), Charter School Teacher (School of Unlimited Learning, Edison Bethune Elementary Teacher & Glacier High School Charter) and as an Administrator for Western Sierra Charter Schools in both their Glacier High School Charter and Mountain Home School Charter programs.

Education:

B.A. in Liberal Studies, California State University, Fresno

Multiple Subject Teaching Credential with BCLAD (Spanish), California State University, Fresno

Single Subject Teaching Credential in Spanish, California State University, Fresno

Other Relevant Qualifications:

WASC Coordinator

Section 504 Plan Coordinator (K-12)

Glacier High School Leadership Program Coordinator

WSCS Leadership Team

Length of service with Western Sierra Charter Schools:

Mrs. Garcia has been with WSCS since 2008.

Co-Principal of Mountain Home / Glacier High - Fresno Resource Center – Eric Hagen

Professional Background and Experience:

Eric has over 20 years of experience in Education. He has worked as an Outdoor Education instructor, Road Scholars instructor, Public School Teacher (Yosemite Unified School District, Bass Lake Unified School District), Charter School Teacher (Mountain Home School & Glacier High School Charter), Technology Coordinator. Eric has worked as an Administrator for Western Sierra Charter Schools in both their Glacier High School Charter and Mountain Home School Charter programs for 6 years.

Education:

Studied Computer Science, Music, and Recording Engineering, Chico State University, Chico

B.A. in Interdisciplinary Studies, National University, Fresno

Multiple Subject Teaching Credential with CLAD, National University, Fresno

Other Relevant Qualifications:

Technology Administrator with 20 years of Educational Technology, website, and network experience

Underwater Robotics and Engineering Instructor for 10 years

Student Study Team Coordinator

504 coordinator

California Charter School Association - 99 Accelerator (Charter Leadership training) cadre member

Board Member of Sierra Vista Presbyterian Church for six years

Length of service with Western Sierra Charter Schools:

Mr. Hagen has been with WSCS since 2008.

WSCS Board Member – Tamara Dent

Parent Representative

Relevant Professional Background and Experience

- Six years as a parent of a student enrolled in a student-centered, personalized learning charter.
- 25 years of experience teaching music and theater education in public, and private, schools at the college, high school, elementary, and Pre-K levels.
- 28 years of experience as a professional musician, actor, and vocal coach in the United States and abroad.

Education

- BFA, Music and Theater, College of Santa Fe
- Teacher Training and Apprenticeship, The Linklater Center for Voice and Language

Employment

- Owner/ Operator, The Tamara Dent Studio of Music

Board Member – Brian Fulce

Parent Representative

Professional Background and Experience:

- 25 years of professional civil engineering experience
- Civil Engineering Design, Program Management and Project Management
- Founded Fulce Engineering in 2018.

Education:

- B.S. in Civil Engineering, University of California, Davis, 1994

Professional Certifications:

- Professional Engineer, California C57270

Other Relevant Qualifications:

- Board Member, Western Sierra Charter Schools – 2017 to Present
- Parent of Mountain Home and Glacier High Students – 2012 to Present

Length of Service with Western Sierra Charter Schools:

- Mr. Fulce has served as Board Member of Western Sierra Charter Schools from 2017 to Present and Board Treasurer from 2018 - Present

Teacher of Mountain Home School Charter and Board member of WSCS - Margaret Den Hartog

Elementary teacher with 25 years of experience in the field of education. Recognized ability to provide all TK-8 students with an education that is unique and appropriate to their learning needs and styles. Proven ability to generate successful educational outcomes for students in both traditional and alternative settings.

PROFESSIONAL EXPERIENCE

MOUNTAIN HOME SCHOOL

Charter Teacher

Present

Fresno, CA

Aug 2015 -

- Designed, guided, and monitored personalized learning plans and curriculum to address the learning needs and styles of individual students
- Evaluated student performance through formative and summative assessments for the purpose of guiding instruction and increasing student learning outcomes
- Taught integrated enrichment classes in the areas of science and language arts (K and 1st grades) and history, language arts, and technology (4th and 5th grades)
- Implemented technology-based project-based learning (PBL) strategies with CA History class
- Served in the capacity of program lead teacher
- Planned and coordinated school-wide benchmark and CAASPP testing events

- Collaborated with colleagues to create digital newsletters for monthly school-wide distribution
- Developed and implemented parent training workshops in the area of 4-Square Writing techniques for 2nd, 3rd, 4th, 5th, and 6th grades
- Designed and led the implementation of the first school kindergarten graduation ceremony
- Mentored and trained newly hired teachers

CENTRAL VALLEY HOME SCHOOL
Master Teacher

Kingsburg, CA
Oct 2002 – June 2015

- Successfully provided educational support and guidance for students under my direction
- Designed personalized learning plans using the School Pathways ReportWriter application
- Developed and taught integrated learning classes in the areas of science and language arts for grades K-6
- Established, designed, and created a school newsletter, produced monthly for eight years

CARUTHERS ELEMENTARY SCHOOL
Elementary Teacher

Caruthers, CA
Aug 1986 – June 1995

- Taught self-contained classrooms for 2nd, 3rd, and 4th grades averaging 30 students per class
- Taught a bilingual 2nd grade class for three years
- Created and implemented innovative and engaging lesson plans using thematic instruction and whole language approaches, increasing student enthusiasm and inspiring motivation to learn
- Mentored and supervised a student teacher from CSU Fresno for final student teaching

EDUCATION AND CERTIFICATIONS

American College of Education	Dec 2017
Master of Education in Educational Technology	
Language Development Specialist	Aug 1992
LDS Certificate	
California State University, Fresno	May 1986
Bachelor of Arts, Liberal Studies, Multiple Subjects Credential	

Board Member- Jacqueline Pucheu
Parent Representative

Professional Background and Experience:

Somach Simmons & Dunn, A Professional Corporation— Law Clerk, Associate Attorney, Shareholder (2002-2011, Sacramento and Fresno, CA)
Pucheu Law, A Professional Corporation— Founding Shareholder (2011-2013, Fresno, CA)

Education:

California Polytechnic State University, San Luis Obispo, B.S. Business, Marketing and Minor in English, 2000
University of California, Davis, J.D., 2003
California Agricultural Leadership Program, Fellow 2006

Length of service with Western Sierra Charter Schools:

Parent Homeschool teacher, Mountain Home School Charter (2016-present)

Board Member, Western Sierra Charter Schools (Fall 2018-present)

WSCS Board Member/ Authorizing District Representative – Monika Moulin

Professional Background and Experience:

Member of the Yosemite Unified School District Board of Trustees in Oakhurst, California, who combines a wealth of experience in communications and marketing with a passion for providing meaningful educational experiences for students that will prepare them for higher education, work and life. Has taught for more than a decade the prestigious Masters in Governance professional training program offered by the California School Boards Association

In 2017, Moulin was named as one of a select group of education leaders statewide to be part of the California Collaborative for Excellence in Education's Content Library Review Team, an initiative designed to oversee development of a digital resource for school districts' use in their planning processes related to the state's funding system known as the Local Control Funding Formula (LCFF).

Education:

Trained in music at Southern Methodist University and the University of Texas and at the American Institute of Musical Studies in Freiburg, Germany.

Other Relevant Qualifications:

Served as Honorary Mayor of Oakhurst

Was active on the committee that helped unify the former Coarsegold and Yosemite School Districts in 2005

Serves as First Vice President of the Sierra Historic Sites Association

WSCS Board Member/Advising Teacher at Mountain Home School Charter- Joyce Vind

Professional Experience:

- 34 years of classroom and home school education
- 12 years as a classroom teacher Grades 1-4, & 2 years as both a classroom teacher and Interim Vice Principal - Pleasanton Unified School District, Pleasanton, Ca.
- 2 years P.E./Science teacher Grades 4-8 - Yosemite Unified School District, Oakhurst, Ca.
- 14 years as a parent homeschool teacher, Mountain Home School Charter, Oakhurst, Ca.
- 1 year as a Special Education Resource Teacher- Raymond-Knowles Elementary School District
- 4 years as an Advising Teacher to homeschool families, Mountain Home School Charter, Oakhurst, Ca.

Education:

- B.A in Social Science o Westmont College, Santa Barbara, Ca. Professional Certification:
- California Multiple Subject Teaching Credential Clear o Fresno State University, Fresno, Ca.

Other Relevant Qualifications:

- Served on School Site Councils and Technology/Math Curriculum Committees
- Experience with managing school wide discipline and was appointed a Master Teacher with California State University, Hayward
- 18 years of experience providing Personalized Learning in home school instruction

Appendix 2. Curriculum used for grades TK-8th

CURRICULUM TABLE FOR GRADES TK-8TH

(updated 10/17/19)

Subject	Name of Curriculum	Publisher	Year Published	Grade Levels
Phonics/Beginning Reading	Saxon Phonics	Saxon Publishers Inc.	1998	TK-2
Phonics/Beginning Reading	Sing, Spell, Read, & Write	Pearson Education Inc.	1998	TK-2
Phonics/Beginning Reading	MCP Phonics & Word Study	Pearson Education Inc.	2011	TK-6
Phonics/Beginning Reading	Phonics Pathways/Pyramid Reading	Jossey-Bass	2011	TK-6
Phonics/Beginning Reading	Explode the Code	School Speciality Inc.	2005	TK-4
Phonics/Beginning Reading	Primary Phonics	Barbara W. Makar & Sons Inc.	2008	TK-2
Phonics/Beginning Reading	Evan Moor Daily Phonics	Evan Moor Corporation	2012	1-6
Phonics/Beginning Reading	Beyond the Code	Educators Publishing Service	2001	K-4
Phonics/Beginning Reading	Teach Your Child to Read in 100 Easy Lessons	Touchstone/Siegfried Engelmann	1983	TK-2
Phonics/Beginning Reading	All About Reading	All About Learning Press Inc.	2016	TK-2
Phonics/Beginning Reading	Lexia Learning	Rosetta Stone Company	2018	TK-5+
Reading	Journeys ELA Program	Houghton Mifflin Harcourt	2017	1-5

		Publishing Company		
Reading	Collections ELA Program	Houghton Mifflin Harcourt Publishing Company	2017	6-8
Reading	Junior Great Books	Great Books Foundation	2015	1-5
Reading Supplements	Novel Units	Novel Units Incorporated	2010	1-12
Reading Supplements	Daybook of Critical Reading and Writing	Great Source Education Group	2007	2-8
Reading Supplements	Five in a Row	Jane Claire Lambert	1997	TK-3
Reading Supplements	Bob Books	Scholastic Inc.	2010	TK-1
Reading Supplements	Triumph Common Core Coach Language Arts	Triumph Learning LLC	2014	1-8
Vocabulary	English From the Roots Up	Joegil K Lundquist	1989	2-8
Vocabulary	Vocabulary for Achievement	Great Source Education Group Inc.	2001	3-8
Vocabulary	Wordly Wise 3000	Educators Publishing Service	2012	K-8
Vocabulary	Word Roots	The Critical Thinking Company	2015	2-12
Grammar	Daily Grams	Easy Grammar Systems Inc.	2002	2-8

Grammar	Easy Grammar	Easy Grammar Systems Inc.	2006	3-8
Grammar	Fix it Grammar	Pamela White	2014	K-8
Grammar	First Language Lessons (for the Well-Trained Mind)	Peace Hill Press	2010	1-4
Grammar	Grammar for Writing	William H Sadlier Inc.	2014	6-8
Writing	Write One	DC Health and Company	1996	1
Writing	Write Away	DC Health and Company	1996	2
Writing	Write on Track	DC Health and Company	1996	3
Writing	Writer's Express	DC Health and Company	1996	4-5
Writing	Write Source	Houghton Mifflin Harcourt Publishing Company	2012	6-8
Writing	Strategies for Writers	Zaner Bloser Inc.	2013	TK-8
Writing	Just Write (EPS)	School Specialty Inc.	2001	TK-4+
Writing	Writing Skills	Educators Publishing Service	2004	2-8
Writing	Writing Workshop	William H Sadlier Inc.	2009	6-8
Writing	Writing Strands	Dave Marks	2013	1-8
Writing	Institutes for Excellence in Writing	Institute for Excellence in Writing, LLC	2018	3-8

Spelling	Spelling Power	Beverly L Adams-Gordon	2014	2-12
Spelling	Spelling Workout (MCP)	Pearson Education Inc.	2002	1-8
Spelling	Spelling (Steck-Vaughn)	Steck Vaughn Company	2002	1-6
Spelling	All About Spelling	All About Learning Press Inc.	2014	1-8
Penmanship	Daily Handwriting Practice	Evan Moor Educational Publishers	2000	1-8
Penmanship	D'Nealian Handwriting	Pearson Education Inc.	2008	TK-6
Penmanship	Handwriting (Zaner-Bloser)	Zaner Bloser Inc.	2012	TK-8
Penmanship	Italic	Barbara M Getty & Inga S Duvay	2012	TK-6
Penmanship	Handwriting Without Tears	Handwriting Without Tears	2013	TK-5
Math	Math in Focus	Marshall Cavendish Education PTE LTD	2014	TK-8
Math	Prentice Hall Pre-Algebra & Algebra Program	Prentice Hall Inc.	2001	7-8
Math	Teaching Textbooks	Teaching Textbooks Inc.	2007	3-High School
Math	Math U See	Demma Learning	2012	TK-8
Math	Saxon Math Program	Saxon Publishers Inc.	2005	TK-8

Math	Keys to Math Series	Key Curriculum Project Inc.	1990	3-8
Math	Triumph Common Core Coach Math	Triumph Learning LLC	2013	1-8
Math	Life of Fred	Polka Dot Publishing	2015	TK-8
Math	Holt McDougal Mathematics	Houghton Mifflin Harcourt Publishing Company	2012	6-8
Science	Elevate Science	Pearson	2019	TK-8
Science	Great Science Adventures	Common Sense Press	2001	TK-8
Science	Focus on Elementary Science	Gravitas Publications Inc.	2014	TK-4
Science	Focus on Middle School Science	Gravitas Publications Inc.	2013	5-8
Science	Science Daybook	Great Source Education Group	2003	4-8
Science	Evan Moor ScienceWorks for Kids	Evan-Moor	1998	TK-6+
Social Studies	Impact California Social Studies	McGraz Hill Education	2019	TK-8
Social Studies	A History of Us	Oxford University Press	2003	4-8
Social Studies	Story of the World	Peace Hill Press	2007	1-6
Social Studies	Understanding the U.S. Constitution	Mark Twain Media Inc.	1994	8
Social Studies	Evan Moor History Pockets	Evan Moor Corporation	2008	1-6

Foreign Language	Rosetta Stone	Rosetta Stone	2018	5-12
Foreign Language	Song School Latin	Classical Academic Press	2008	1-3
Foreign Language	Signing Naturally	DawnSignPress	2008	5-8
Foreign Language	Signs For Me	DawnSignPress	1990	TK-4
Resource Materials	Susan Barton's Reading & Spelling System	Bright Solutions for Dyslexia Inc.	2000	2-12
Resource Materials	Dianne Craft	Dianne Craft	2013	2-8
Resource Materials	SRA Reading Laboratory	McGraw Hill Education	2005	TK-12
Resource Materials	Read Naturally	Read Naturally Inc.	2018	TK-12
Resource Materials	Keys to Excellence Comprehension Series (Steck Vaughn)	Steck-Vaughn Co.	1997	2-8
Resource Materials	Reading Comprehension Series	Steck-Vaughn Co.	1997	1-6
Resource Materials	Language Exercises (Steck-Vaughn)	Steck-Vaughn Co.	2004	1-8
Resource Materials	Times Tables the Fun Way	City Creek Inc.	1999	3-8
Resource Materials	Touch Math	Innovative Learning Concepts Inc.	2013	TK-8
Resource Materials	Saxon Math Adaptations	Saxon Publishers	2006	KT-8
Resource Materials	Mastering Computational Skills (Scott Foresman)	Scott Foresman & Co.	1984	1-8

Resource Materials	Spectrum Math Series	McGraw Hill	2015	TK-8
Resource Materials	Reading About Science	Phoenix Learning Resources	2001	2-6
Resource Materials	Wonders of Science (Steck Vaughn)	Steck Vaughn	2004	7-12
Resource Materials	Steck Vaughn Social Studies	Steck Vaughn	2014	1-6
Resource Materials	Maps, Globes, & Graphs	Harcourt Achieve Inc.	2004	1-6
Resource Materials	World Geography & You	Steck Vaughn	1998	6-12
Resource Materials	World History & You	Steck Vaughn	1997	6-12

Appendix 3. Curriculum used for grades 9-12th

9th-12th Grade Courses and Curriculum *a-g approved	
Subject: ENGLISH	
Course Title	Curriculum/Publisher
*English 9	Introduction to Literature & Composition: The Hero's Journey, Oak Meadow 2014 Novels: <ul style="list-style-type: none"> ● A Wizard of Earthsea by Ursula K. Le Guin ● Animal Farm by George Orwell ● Our Town by Thornton Wilde ● To Kill a Mockingbird by Harper Lee
Basic English Grammar	Basic English Grammar -AGS 2003
Basic English Composition	Composition AGS 2003
*English 10	Lit & Composition II, Oak Meadow 2009 Novels: <ul style="list-style-type: none"> ● Anthem by Ayn Rand ● A Separate Peace by John Knowles ● The Adventures of Huckleberry Finn by Mark Twain
*English 11	American Literature, Oak Meadow 2010 Novels: <ul style="list-style-type: none"> ● The Great Gatsby by F. Scott Fitzgerald ● The Red Badge of Courage by Stephen Crane ● To Be a Slave by Julius Lester
*English 12	World Literature, Oak Meadow 2010 Novels: <ul style="list-style-type: none"> ● The Ramayana by R.K. Narayan ● The Metamorphosis by Franz Kafka ● Don Quixote by Miguel de Cervantes ● A Doll's House by Henrik Ibsen
*Composition 1	Prentice Hall Writing Coach 9 & 10, Pearson Education 2012
*Composition 2	Conversations in American Literature, Bedford/St. Martins 2015

Subject: MATHEMATICS	
*Integrated Math 1	Integrated Math 1, Houghton Mifflin Harcourt 2015
*Integrated Math 2	Integrated Math 2, Houghton Mifflin Harcourt 2015
*Integrated Math 3	Integrated Math 3, Houghton Mifflin Harcourt 2015
*Algebra 1	Algebra 1, Holt 2008
*Algebra 2	Algebra 2, Holt 2008
Algebra 1	Algebra 1 Teaching Textbooks, 2011 Algebra 1, Holt, Rinehart and Winston 2008
Geometry	Geometry Teaching Textbooks, 2011 Geometry Holt, Rinehart and Winston 2008
Algebra 2	Algebra 2, Teaching Textbooks, 2011 Algebra 2, Holt, Rinehart and Winston 2008
*Precalculus	Precalculus with Limits , Houghton Mifflin 2008
Precalculus	Pre-Calculus, Teaching Textbooks, 2011
Business Math	Mathematics with Business Applications, McGraw Hill 2007
Subject: SCIENCE	
*Biology w/Lab	Biology, Pearson 2020 (to replace: Biology, Holt 2004)
Life Science	Biology AGS 2004
Earth Science	Earth Science Prentice Hall/Pearson 2006
*Chemistry w/Lab	Chemistry, Pearson 2017 (Wilbraham, Staley, Matta, Waterman)
Physical Science	Physical Science, Pearson 2012
Health	Health Making Life Choices, McGraw Hill 2008 Human Anatomy Coloring Book Dover Publications 2014 In Defense of Food, Penguin Brook 2008 Spark: The Revolutionary New Science of Exercise and the Brain, Little Brown and Company 2008
Subject: SOCIAL SCIENCES	
*World History	World History, Glencoe 2005

World History	World History, AGS 2001
*U.S. History	The American Vision, Glencoe 2010
U.S. History	United States History, AGS 2005
American Government	United States Government: Democracy in Action, McGraw Hill 2003 American Government, AGS 2005
Environmental Science	Environmental Science, Holt, Rinehart and Winston 2008
Economics	Pearson Foundation Series Economics, Pearson 2010 Economics, Pearson 2010
Subject: VISION & PERFORMING ARTS	
*Integrated Drawing	The New Drawing on the Right Side of the Brain, Penguin Putnam 1999 Integrated Drawing, Oak Meadow, 2012
Art History	The Story of Art, Phaidon Press 1995 The Art of Seeing, Pearson 2007
Studio Art	Art Talk, McGraw Hill 2005 Silk painting for fashion and fine arts by Susan Moyer The complete book of silk painting by Diane Tuckman Silk painting by Jill Kennedy Silk painting instructions and supplies - Dharma Trading. com
Theatre Arts/Drama	Scripts/Sketches - curriculum varies.
Art 1,2 and 3 *	The New Drawing on the Right Side of the Brain, Penguin Putnam 1999 Integrated Drawing, Oak Meadow, 2012
Subject: Health	
Health	Health Making Life Choices, McGraw Hill 2008 Human Anatomy Coloring Book Dover Publications 2014 In Defense of Food, Penguin Brook 2008 Spark: The Revolutionary New Science of Exercise and the Brain , Little Brown and Company 2008
Subject: Foreign Language- SEE ONLINE COURSE SECTION	

Spanish & French Support	Foreign Language Support- Culture & Conversations- curriculum varies
Subject: Electives	
Photography	Introduction To Photography, Oak Meadow 2015
Psychology	Psychology Oak Meadow, 2005 1984 Novel by George Orwell
Graphic Design	Adobe Suite (i.e. Adobe Illustrator Photo Shop) & Other Supplemental Resources (HOW Design Magazine, Communication Arts Magazine)
CTE Technology	IT Fundamentals, COMP TIA 2018 Code.org Curriculum
Language Cafe	*Rosetta Stone French: Beginning and Intermediate (Foundations) Level 1 *Rosetta Stone French: Beginning and Intermediate (Foundations) Level 2 www.francaiseauthentique.com .newsinslowfrench.com - www.europe.TV5monda.com
ROV (Underwater Robotics)	Underwater Robotics- Science, Design & Fabrication, MATE Center 2010
Personal Finance*	Foundations in Personal Finance- High School Edition, Example Product Manufacturer 2014
Edgenuity Online Courses	
<u>History/Social Science ("a")</u> *Modern World History *Principles of American Democracy *U.S. History and Geography *World History/Cultures/ Historical Geography	
<u>English ("b")</u> *American Literature *AP English Language and Composition *AP English Literature & Composition *British Literature *Expository Reading and Writing (English) *English Language Arts 9 *English Language Arts 10 (& Honors) *English Language Arts 11 (& Honors) *English Language Arts 12 (& Honors)	

Mathematics (“c”)

- *Algebra 1
- *Algebra II
- *AP Calculus AB
- *Concepts in Probability and Statistics
- *Geometry
- *Mathematical Analysis Honors
- *Mathematics I
- *Mathematics II
- *Mathematics III
- *Pre-Calculus
- *Trigonometry

Laboratory Science (“d”)

- *AP Environmental Science
- *Biology Honors w/Labs
- *Biology w/Labs
- *Chemistry Honors w/Labs
- *Chemistry in the Earth System w/Labs
- *Chemistry w/Labs
- *Physics Honors w/Labs
- *Physics in the Universe w/Labs
- *Physics w/Labs
- *The Living Earth w/Labs

Language Other than English (“e”)

- * AP French Language and Culture
- * AP Spanish Language and Culture
- *French I
- *French II
- * French III
- *German I
- *German II
- *German III
- * Latin I
- *Latin II
- *Spanish I
- *Spanish II
- *Spanish III

Visual & Performing Arts (“f”)

- *MS 2D Studio Art
- *MS Digital Art and Design
- *MS Exploring Music
- * Visual Arts
- *Art 1, 2 and 3

College-Preparatory Elective (“g”)

- *Advertising and Sales Promotion
- *African American History

- *Agriscience II: Sustaining Human Life
- *Anthropology I: Uncovering Human Mysteries
- *Anthropology II: More Human Mysteries Uncovered
- *AP Psychology
- *Archaeology: Detectives of the Past
- * Art History I
- *Astronomy: Exploring the Universe
- *Biotechnology: Unlocking Nature's Secrets
- *Careers in Criminal Justice
- *Concepts in Real World Parenting: The Trends and Science Behind Childcare
- *Concepts of Engineering and Technology
- *Contemporary Health
- * Creative Writing
- *Criminology: Inside the Criminal Mind
- * Digital Arts
- *Digital Photography I: Creating Images with Impact!
- *Digital Photography II: Discovering Your Creative Potential
- * Discoveries and Concepts in Nutrition
- * Early Childhood Education
- *Economics
- *Economics Honors
- *Entrepreneurship/Self-Employment
- *Environmental Science
- *Fashion and Interior Design
- *Financial math
- *Forensic Science I: Secrets of the Dead
- *Forensics Science II: More Secrets of the Dead
- *Forestry & Natural Resources
- *Gothic Literature: Monster Stories
- *Great Minds in Science: Ideas for a New Generation
- *Health Science and Medical Terminology
- *Health Science Concepts
- *History of the Holocaust
- *Hospitality & Tourism: Traveling the Globe
- *IDEA Writing
- *Information and Communication Technology
- *International Business: Global Commerce
- *Introduction to Agriscience
- *Introduction to Business
- *Introduction to Communications & Speech I
- *Introduction to Communications & Speech II
- *Introduction to Culinary Arts
- *Introduction to Manufacturing: Product Design & Innovation
- *Introduction to Philosophy: The Big Picture
- *Introduction to Renewable Technologies
- *Journalism: Investigating the Truth
- *Law & Order: Introduction to Legal Studies
- *Linear Algebra
- *Literature & Composition I
- *Literature & Composition II

- *Medical Terminology
- *Military Science I: Leadership at its Finest
- *MS Journalism: Tell Your Story
- *MS Photography: Drawing With Light
- *Music Appreciation: The Enjoyment of Listening
- *Mythology & Folklore: Legendary Tales
- *Nursing Assistant
- *Peer Counseling
- *Personal Finance*
- *Pharmacy Technician
- *Physical Science
- *Pharmacy Technician
- *Physical Science
- *Principles of Agriculture, Food and Natural Resources
- *Principles of Public Service
- *Psychology
- *Public Speaking
- *Restaurant Management
- *Social Problems I: A World In Crisis
- *Social Problems II: Crisis, Conflicts & Challenge
- *Sociology
- *Sports and Entertainment Marketing
- *Veterinary Science: The Care of Animals
- *World Regional Geography
- *World Religions: Exploring Diversity

Rosetta Stone Languages (Online)

- *Rosetta Stone French: Beginning and Intermediate (Foundations) Level 1
- *Rosetta Stone French: Beginning and Intermediate (Foundations) Level 2
- *Rosetta Stone German: Beginning and Intermediate (Foundations) Lote Level 1
- *Rosetta Stone German: Beginning and Intermediate (Foundations) Lote Level 2
- *Rosetta Stone Spanish: Beginning and Intermediate (Foundations) Level 1
- *Rosetta Stone Spanish: Beginning and Intermediate (Foundations) Level 2
- Arabic
- Chinese (Mandarin)
- Dutch
- Filipino (Tagalog)
- Greek
- Hebrew
- Hindi
- Indonesian
- Irish
- Italian
- Japanese
- Korean
- Latin
- Persian (Farsi)
- Polish
- Portuguese (Brazil)

Russian
Swahili
Swedish
Turkish
Urdu
Vietnamese

Appendix 4. SAMPLE ONSITE COURSE SCHEDULE FOR GRADES K-8TH

MHS Fresno K-8th Enrichment Fall 2019 Schedule version 5

- K-5th Students register for Monday OR Wednesday Courses
- 6th and 7th graders can choose from Monday and/or Wednesday (Note: Math Course 1 & 2 are both Mon and Wed.)

Kinder-7th Grade Enrichment Schedule						
Room 1	Room 2	Room 3	Room 4	Room 5	Room 6	
Kinder/1st Variety Class <i>Literacy Through Science, Art and Music</i> *30 minute Spanish Class Included 8:30am-3:30pm <u>8:30am- 11am K/1 Variety</u> <i>Mrs. Llanos & Ms. Kelly</i> <u>11:00 am - 12 pm Lunch & Playtime</u> <i>Mrs. Llanos & Mrs. Specht</i> (students bring lunch or if done can be picked up at this time). <u>12pm-1pm Art Lesson</u> <i>Mrs. Llanos an. Ms. Kelly</i> <u>1pm-1:45pm Book Activity & Snack</u> <i>Mrs. Huey & Ms. Kelly</i> <u>1:45pm-2:15pm Spanish</u> <i>Mrs. Gaviria & Ms. Kelly</i> <u>2:15 pm-3pm Music</u> <i>Mr. Mallard & Mrs. Llanos</i> <u>3:00 pm-3:30 pm Student Play and Dismissal</u> <i>Mrs. Llanos & Ms. Kelly</i>	5th Grade <u>Music</u> 8:30am-9:45am Mr. Mena	2nd/3rd <u>Art</u> 8:30am-9:45am Mr. Mallard <i>Mrs. Patterson (Mon) Mrs. Ganzenhuber (Wed)</i>	4th Grade <u>California History, Technology & Writing</u> 8:30am-11am Mrs. DenHartog	7th Grade 8:30am-9:45am <u>Science</u> Mrs. Hirata	<u>Math Course 1(6th/7th)</u> 8:30 am-9:45 am Mrs. Flynn	
	5th Grade <u>Art</u> 9:45am-11am Mr. Mallard	2nd//3rd <u>Spanish</u> 9:45am - 10:20am Mrs. Gavira 2nd/3rd <u>MUSIC</u> 10:20am - 11:00am Mr. Mena	6th Grade <u>Music</u> 11:00am-12:15pm Mr. Mena	6th Grade 9:45 am-11:00 am <u>Writing</u> Mrs. Turner	<u>Math Course 2(6th/7th)</u> 9:45 am-11:00 am Mrs. Flynn	
	4th Grade <u>Art</u> 11am-12:15pm Mr. Mallard	2nd/3rd <u>Writing</u> 11:00 am-12:15pm <i>Mrs. Ganzenhuber Mrs. Huey</i>	6th Grade <u>Science</u> 11:00am-12:15pm Mrs. Hirata	5th Grade <u>Science</u> 11:00am-12:15pm Mrs. Hirata	7th Grade <u>Writing</u> 11:00am-12:15pm Mrs. Turner	
	2nd-7th Grade Lunch 12:15pm-1pm					
	4th Grade <u>Science</u> 1pm-2:15pm Mr. Mena	2nd/3rd <u>Science</u> 1pm-2:15pm Mrs. Hammond Mrs. Specht	5th Grade <u>U.S. History, Technology & Writing</u> 1pm-3:30pm Mrs. DenHartog	6th Grade <u>Science</u> 1pm-2:15pm Mrs. Hirata	7th Grade <u>Art</u> 1pm-2:15pm Mrs. Vaccaro	
7th Grade <u>Music</u> 2:15 pm-3:30 pm Mr. Mena	2nd/3rd <u>Reading for Meaning</u> 2:15pm - 3:30pm Mrs. Hammond Mrs. Huey	6th Grade <u>Art</u> 2:15pm-3:30pm Mrs. Vaccaro	4th Grade <u>Science</u> 2:15 pm-3:30 pm Mr. Specht			

8th Grade Schedule	
<p>Math Course 3 is <u>both</u> Tuesday & Thursday and follow the Glacier High School Math Schedule. All other 8th grade classes are offered Tuesday <u>or</u> Thursday <i>*8th Grade Lunch is outside when weather permits.</i></p>	
TUESDAY	THURSDAY
Math Course 3 8:30 am-11:00 am Mrs. Flynn Room 4	Math Course 3 8:30 am-11:00 am Mrs. Flynn Room 4
Lunch 11am-11:30am (Mrs. Flynn)	Lunch 11am-11:30am (Mr. Mallard)
8th Grade Writing 11:30am-12:45pm Mrs. Turner Room 4	8th Grade U.S. Constitution 11:30am-1pm Mr. Mallard Room 6
8th Grade Science 12:45 pm-2pm Mrs. Flynn Room 4	8th Grade Art 1pm-2:30pm Teacher: Mr. McGough Room 6
	8th Grade Music 2:30pm-3:30pm Mr. Mena Room 4

Friday 3rd-8th Electives Schedules					
NO FRIDAY CLASSES ON THE FIRST FRIDAY OF EACH MONTH					
*Students planning to stay through lunch should bring a sack lunch on Fridays.					
Room 1	Room 2	Room 3	Room 4	Room 5	Room 6
<u>Personal Finance</u> 8:30am-10am Mr. Mallard	<u>H.S. Studio Art</u> 8:30am-10:00am Mrs. Buca	<u>Lego Robotics Advanced</u> <u>3rd-5th Grade</u> 8:30am-10am Mrs. Hirata	<u>Lego Robotics Beginner</u> <u>3rd-5th Grade</u> 8:30am-10am Mrs. Huey	<u>ROV Beginners</u> <u>6th-H.S.</u> 8:30am-11am <i>Mrs. Neptune</i>	Math Tutoring by appointment With Mrs. Flynn 8am-3pm (Except between 11am-12:30pm)
**P.E. Days for K-8th Students	<u>H.S. Graphic Design</u> 10:00am-11:30am Mrs. Tu	<u>6th/7th/8th Drama</u> <u>Mr. Mallard</u> 11:00 am-12 pm	<u>3rd-5th Spanish</u> 10:00am-11:00am Mrs. Gaviria		
First Friday of every month .					
Location and Time TBD	<u>6th/7th/8th Lunch Break</u> 12pm-12:30pm Mrs. Flynn	<u>3rd-5th Drama</u> 12pm-1pm Mr. Mallard	<u>3rd-5th Lunch/Break & Math Activities</u> 11:00 am-12 pm <i>Mrs. Flynn</i>	<u>ROV Advanced</u> <u>6th-H.S.</u> 12pm-2:30pm <i>Mrs. Neptune</i>	<u>High School Conversational Spanish</u> Levels 1-3 11:30am-12:30pm Mrs. Gaviria
Coordinators: Nancy Flynn & Brooke Llanos		<u>High School Drama</u> 1pm-2:30pm Mr. Mallard	<u>6th/7th/8th Spanish</u> <u>12:30pm-1:30pm</u> Mrs. Gaviria		

Appendix 5. Sample Onsite Course Schedule for grades 9-12th

Glacier High School Charter- Fresno Fall 2019 Schedule version 1

*denotes College Prep (A-G approved courses)

Sections= same course is offered more than once (only select one)

For Biology= Select one: T1 or T2 AND Select one: TH1 or TH2

THIS SCHEDULE IS SUBJECT TO CHANGE

Tuesday Schedule					Thursday Schedule				
Room 2	Room 3	Room 4	Room 5	Room 6	Room 2	Room 3	Room 4	Room 5	Room 6
<u>Integrated*</u> <u>Math 3</u> 8:30am-10am Mrs. Buca	<u>Integrated*</u> <u>Math 2</u> 8:30am-10am Teacher TBD	<u>English 9*</u> <u>Section A</u> 8:30am-10am Ms. Broussard		<u>Algebra</u> <u>Readiness</u> 8:30am- 11am Ms. Flynn	<u>Integrated*</u> <u>Math 3</u> 8:30am-10am Mrs. Buca	<u>Integrated*</u> <u>Math 2</u> 8:30am-10am Teacher TBD	<u>Music Theory &</u> <u>Guitar/Piano/</u> <u>Voice</u> <u>Section A</u> 8:30am-10am Mr. Mena		<u>Algebra</u> <u>Readiness</u> 8:30am- 11am Ms. Flynn
10:00am -11:00am Academic Lab				8th Grade Lunch 11am- 11:30am	10:00am -11:00am Academic Lab				8th Grade Lunch 11am-11:30am
<u>Art 2 &3</u> <u>Section A</u> 11am-12:30pm Mr.McGough	<u>Integrated*</u> <u>Math 1</u> 11am-12:30pm Teacher TBD	<u>English 9*</u> <u>Section B</u> 11am-12:30p m Ms. Broussard	<u>Chemistry*</u> 11am- 12:30pm Ms. Reeve	8th Grade <u>Writing</u> 11:30am- 12:45om Mrs. Turner	<u>Music Theory &</u> <u>Guitar/Piano/</u> <u>Voice</u> <u>Section B</u> 11am- 12:30pm Mr. Mena	<u>Integrated*</u> <u>Math 1</u> 11am- 12:30pm Teacher TBD		<u>Chemistry*</u> 11am-12:30 pm Ms. Reeve	8th Grade <u>U.S.</u> <u>Constitution</u> 11:30am- 1pm Mr. Mallard
Lunch 12:30 pm-1:00 pm					Lunch 12:30 pm-1:00 pm				
<u>Art 1*</u> <u>Section A</u> 1pm-2:30pm Mr. McGough	<u>U.S.History*</u> 1pm-2:30pm Mr. Mallard	<u>English 10*</u> 1pm-2:30pm Ms. Broussard	<u>Biology*</u> <u>Section T/1</u> 1pm-2:30pm Ms. Reeve	8th Grade <u>Science</u> 12:45pm- 2pm Mrs. Flynn	<u>Music Theory &</u> <u>Guitar/Piano/</u> <u>Voice</u> <u>Section C</u> 1pm-2:30pm Mr. Mena	<u>Leadership*</u> 1pm-2:30pm Mrs. Vacarro	<u>CTE 1</u> <u>Pathways in</u> <u>Technology</u> 1pm-2:30pm Mr. Blas	<u>Biology*</u> <u>Section</u> <u>TH/1</u> 1pm-2:30pm Ms. Reeve	8th Grade <u>Art</u> 1pm-2:30pm Mr. McGough
<u>Art 1*</u> <u>Section B</u> 2:30pm-3:50pm Mr. McGough	<u>CTE 2</u> <u>Pathways in</u> <u>Technology</u> 2:30pm- 3:50 pm Mr. Blas		<u>Biology*</u> <u>Section T/2</u> 2:30pm-3:50p m Ms. Reeve		<u>Art 2 & 3</u> <u>Section B</u> 2:30pm-3:50pm Mr. McGough	<u>World</u> <u>History*</u> 2:30pm -3:50pm Mr. Mallard		<u>Biology*</u> <u>Section</u> <u>TH/2</u> 2:30pm- 3:50pm Ms. Reeve	8th Grade <u>Music</u> 2:30pm- 3:30pm Mr. Mena

Friday GHS Fresno Electives Schedule

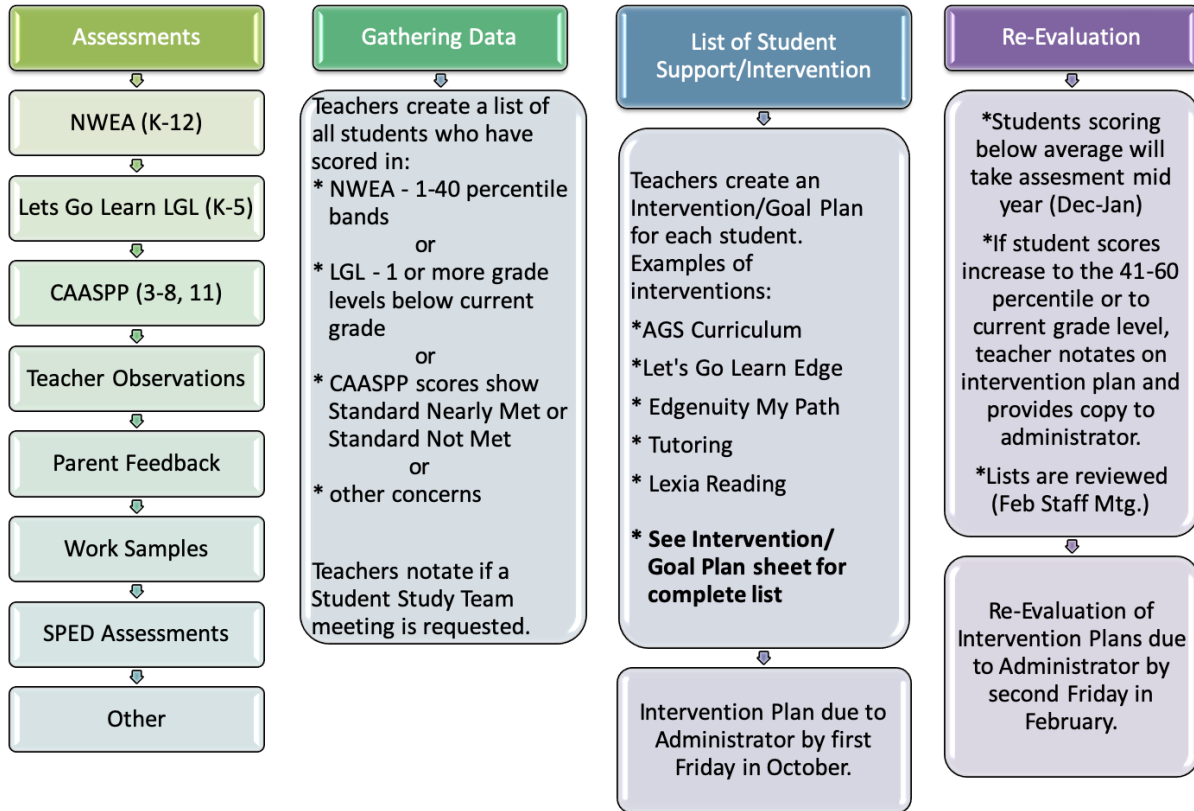
THIS SCHEDULE IS SUBJECT TO CHANGE- FINAL SCHEDULE WILL BE AVAILABLE BY AUGUST 1ST.

NO FRIDAY CLASSES ON THE FIRST FRIDAY OF EACH MONTH

*Student planning to stay through lunch should bring a sack lunch on Fridays.

Room 1	Room 2	Room 3	Room 4	Room 5	Room 6
<p><u>Personal Finance</u> 8:30am-10am Mr. Mallard</p>	<p><u>H.S. Studio Art</u> 8:30am-10:00am Mrs. Buca</p>	<p><u>Lego Robotics Advanced</u> <u>3rd-5th Grade</u> 8:30am-10am Mrs. Hirata</p>	<p><u>Lego Robotics Beginner</u> <u>3rd-5th Grade</u> 8:30am-10am Mrs. Huey</p>	<p><u>ROV Beginners</u> <u>6th-H.S.</u> 8:30am-11am <i>Mrs. Neptune</i></p>	<p>Math Tutoring by appointment With Mrs. Flynn 8am-3pm (Except between 11am-12:30pm)</p>
<p>***P.E. Days for K-8th Students First Friday of every month . Location and Time TBD Coordinators: Nancy Flynn & Brooke Llanos *WE ARE IN NEED OF H.S. STUDENTS VOLUNTEERS FOR PE DAYS. CONTACT MRS. GARCIA IF YOU ARE INTERESTED: NGARCIA@WSCSFAMILY.ORG</p>	<p><u>Graphic Design</u> 10:00am-11:30am Mrs. Tu</p>	<p><u>6th/7th/8th Drama</u> <u>Mr. Mallard</u> 11:00 am-12 pm</p>	<p><u>3rd-5th Spanish</u> 10:00am-11:00am Mrs. Gaviria</p>		
	<p><u>High School Conversational A-G Spanish</u> (Level 1-3) 11:30 pm- 12:30 pm Gaviria</p>	<p><u>3rd-5th Drama</u> 12pm-1pm Mr. Mallard</p>	<p><u>3rd-5th Lunch/Break & Math Activities</u> 11:00 am-12 pm <i>Mrs. Flynn</i></p>	<p><u>ROV Advanced</u> <u>6th-H.S.</u> 12pm-2:30pm <i>Mrs. Neptune</i></p>	<p><u>6th/7th/8th Lunch/Break & Math Activities</u> 12pm-12:30pm <i>Mrs. Flynn</i></p>
		<p><u>High School Drama</u> 1pm-2:30pm Mr. Mallard</p>	<p><u>6th/7th/8th Spanish</u> 12:30pm-1:30pm Mrs. Gaviria</p>		

Appendix 6. Assessment and Intervention Flow Chart



WSCS K-8TH GRADE INTERVENTION/GOAL PLAN

STUDENT'S NAME: _____ **GRADE:** _____

ADVISING TEACHER: _____

REASON/S FOR INTERVENTION PLAN: (CHECK ALL THAT APPLY)

Assessment Scores for:

- Let's Go Learn
 Core Reading
 IGI Math
 CAASPP Testing
 NWEA
 Pre-SST Parent Memo
 Other _____

STUDENT'S INTERVENTION PLAN WILL INCLUDE: (CHECK ALL THAT APPLY)

MATH INTERVENTIONS
Keys To....math supplements
Khan Academy Lessons
Tutoring/Onsite Math Course
Teaching Textbooks Grade/Level:
Let's Go Learn – Online Personalized Instruction in Math: EDGE
Edgenuity MyPath: _____
ELA INTERVENTIONS
Dianne Craft (Right Brain Learning)
Lexia Reading
Read Naturally (fluency)
Rewards/Rewards Plus (5 th -8 th)
Susan Barton Reading & Spelling Program
Tutoring
Sonday System 1 _____ 2 _____
All About Spelling
Sequential Spelling
Edgenuity My/Path: _____
SUPPLEMENTAL/ENRICHMENT/EXTRA PRACTICE – MATH & ELA
Brain Pop....math videos
Spectrum Math
Math Facts Practice (flashcards, timed sheets, "Times Tables the Fun Way"...))
Math Enrichment Course
Think Central – Math Online Videos
Brain Pop...ELA videos
Starfall (phonics)
Writing Enrichment Course
Think Central – ELA Online Videos
Other: _____

WSCS K-8TH GRADE INTERVENTION/GOAL PLAN

GOAL/S: (Goals listed here are written on Interim and/or Yearly Goal sheet) _____

ADVISING TEACHER SIGNATURE: _____ DATE: _____

PARENT SIGNATURE: _____ DATE: _____

Mid Year Re-Evaluation:

- Student has MET goals and is no longer in need of an intervention plan

- Student will continue to work towards meeting goals and/or the following goals/interventions have been modified:

ADVISING TEACHER SIGNATURE: _____ DATE: _____

PARENT SIGNATURE: _____ DATE: _____

____Mid year SST Request

WSCS 9-12TH GRADE INTERVENTION/GOAL PLAN

STUDENT'S NAME: _____ GRADE: _____

ADVISING TEACHER: _____

REASON(S) FOR INTERVENTION PLAN: (CHECK ALL THAT APPLY)

NWEA TEST SCORES
 CAASPP
 Pre-SST Parent Memo: _____

STUDENT'S INTERVENTION PLAN WILL INCLUDE: (CHECK ALL THAT APPLY)

	AGS CURRICULUM:
	EDGENUITY ONLINE COURSE:
	MATH INTERVENTIONS
	Edgenuity MyPath Math
	Keys To....math supplements
	Khan Academy Lessons
	ALEKS ONLINE MATH PROGRAM
	Teaching Textbooks:
	MATH TUTORING:
	ELA INTERVENTIONS
	Edgenuity MyPath Reading
	Susan Barton Reading & Spelling Program
	WRITING CLASS
	LEXIA/POWER UP READING
	ACADEMIC LAB
	ELA TUTORING:
	OTHER:
	OTHER:

SEMESTER GOAL(S):

TEACHER SIGNATURE: _____ DATE _____

STUDENT SIGNATURE: _____ DATE _____

PARENT SIGNATURE: _____ DATE _____

-- MIDYEAR EVALUATION ON BACK PAGE --

MID YEAR RE-EVALUATIONS (Due Second Friday in February):

- Student has MET goals and is no longer in need of an intervention plan
- Student will continue to work towards meeting goals and/or the following goals/interventions have been modified:

___ Mid Year SST Request

TEACHER SIGNATURE: _____ DATE _____

STUDENT SIGNATURE: _____ DATE _____

PARENT SIGNATURE: _____ DATE _____

Appendix 7. HIGH SCHOOL MATH FLOW CHART

GLACIER HIGH SCHOOL CHARTER MATH PATHWAYS

Traditional Math Pathways

Pre-Requisites	Year 1	Year 2	Year 3	Year 4
Passed Pre-Alg or 8 th grade math with B or higher	Integrated Math 1	Integrated Math 2	Integrated Math 3	Optional or Pre-Calculus
Passed Integrated Math 1	Integrated Math 2	Integrated Math 3	Pre-Calculus	Optional or Calculus

Math Pathways for Intervention

Pre-Requisites	Year 1	Year 2	Year 3	Year 4
Passed Pre-Alg or 8 th grade math with a C	Integrated Math 1A/B	Integrated Math 1C/D a-g @completion	Integrated Math 2	Optional or Integrated Math 3
7 th Grade Level Math	General Math (Year 1 of 2)	Integrated Math 1A/B	Integrated Math 1C/D a-g @completion	Optional or Integrated Math 2
6/7 th Grade Level Math	General Math (Year 1 of 2)	Pre-Algebra (Year 2 of 2)	Integrated Math 1	Optional or Integrated Math 2
6/7 th Grade Level Math	General Math (Year 1 of 2)	Pre-Algebra (Year 2 of 2)	Integrated Math 1A/B	Integrated Math 1C/D a-g @completion
	Independent Study Paths	if preferred over onsite		
4 th -5 th Grade Level Math	Basic Math ~AGS~	Pre-Algebra ~AGS~	Algebra 1 (A) ~AGS~	Algebra 1 (B) ~AGS~
4 th -5 th Grade Level Math	Basic Math ~AGS~	Consumer Math ~AGS~	Math for the World of Work ~AGS~	<i>For Certificate of Completion</i>

**BYLAWS
OF
WESTERN SIERRA CHARTER SCHOOLS
(A California Nonprofit Public Benefit Corporation)**

(Board Approval 7/28/08)
(Last Amended 6/14/17)

**ARTICLE I
NAME**

Section 1. NAME. The name of this corporation is Western Sierra Charter Schools.

**ARTICLE II
PRINCIPAL OFFICE OF THE CORPORATION**

Section 1. PRINCIPAL OFFICE OF THE CORPORATION. The principal office for the transaction of the activities and affairs of this corporation is 41267 Highway 41 Oakhurst, California 93644, County of Madera, State of California. The Board of Directors may change the location of the principal office. Any such change of location must be noted by the Secretary on these bylaws opposite this Section; alternatively, this Section may be amended to state the new location.

Section 2. OTHER OFFICES OF THE CORPORATION. The Board of Directors may at any time establish branch or subordinate offices at any place or places where this corporation is qualified to conduct its activities.

**ARTICLE III
GENERAL AND SPECIFIC PURPOSES; LIMITATIONS**

Section 1. GENERAL AND SPECIFIC PURPOSES. The purpose of this corporation is to manage, operate, guide, direct and promote California charter schools. Also in the context of these purposes, the Corporation shall not, except to an insubstantial degree, engage in any other activities or exercise of power that do not further the purposes of the Corporation.

The Corporation shall not carry on any other activities not permitted to be carried on by: (a) a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code; or (b) a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code. No substantial part of the activities of the Corporation shall consist of the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distributing of statements) any political campaign on behalf of or in opposition to any candidate for public office.

**ARTICLE IV
CONSTRUCTION AND DEFINITIONS**

Section 1. CONSTRUCTION AND DEFINITIONS. Unless the context indicates otherwise, the general provisions, rules of construction, and definitions in the California Nonprofit Corporation Law shall govern the construction of these bylaws. Without limiting the generality of the preceding sentence, the masculine gender includes the feminine and neuter, the singular includes the plural, and the plural includes the singular, and the term “person” includes both a legal entity and a natural person.

**ARTICLE V
DEDICATION OF ASSETS**

Section 1. DEDICATION OF ASSETS. This corporation’s assets are irrevocably dedicated to public benefit purposes as set forth in the Charter School’s Charter. No part of the net earnings, properties, or assets of the corporation, on dissolution or otherwise, shall inure to the benefit of any private person or individual, or to any director or officer of the corporation. On liquidation or dissolution, all properties and assets remaining after payment, or provision for payment, of all debts and liabilities of the corporation shall be distributed to a nonprofit fund, foundation, or corporation that is organized and operated exclusively for charitable purposes and that has established its exempt status under Internal Revenue Code section 501(c)(3).

**ARTICLE VI
CORPORATIONS WITHOUT MEMBERS**

Section 1. CORPORATIONS WITHOUT MEMBERS. This corporation shall have no voting members within the meaning of the Nonprofit Corporation Law. The corporation’s Board of Directors may, in its discretion, admit individuals to one or more classes of nonvoting members; the class or classes shall have such rights and obligations as the Board of Directors finds appropriate.

**ARTICLE VII
BOARD OF DIRECTORS**

Section 1. GENERAL POWERS. Subject to the provisions and limitations of the California Nonprofit Public Benefit Corporation Law and any other applicable laws, and subject to any limitations of the articles of incorporation or bylaws, the corporation’s activities and affairs shall be managed, and all corporate powers shall be exercised, by or under the direction of the Board of Directors (“Board”). The Board may delegate the management of the corporation’s activities to any person(s), management company or committees, however composed, provided

that the activities and affairs of the corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board.

Section 2. SPECIFIC POWERS. Without prejudice to the general powers set forth in Section 1 of these bylaws, but subject to the same limitations, the Board of Directors shall have the power to:

- a. Appoint and remove, at the pleasure of the Board of Directors, all corporate officers, agents, and employees; prescribe powers and duties for them as are consistent with the law, the articles of incorporation, and these bylaws; fix their compensation; and require from them security for faithful service.
- b. Change the principal office or the principal business office in California from one location to another; cause the corporation to be qualified to conduct its activities in any other state, territory, dependency, or country; conduct its activities in or outside California; and designate a place in California for holding any meeting of members.
- c. Borrow money and incur indebtedness on the corporation's behalf and cause to be executed and delivered for the corporation's purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities.
- d. Adopt and use a corporate seal; prescribe the forms of membership certificates; and alter the forms of the seal and certificates.

Section 3. DESIGNATED DIRECTORS AND TERMS. The number of directors shall be no less than eight and no more than eleven, unless changed by amendments to these bylaws; provided that one *ex officio* non-voting seat shall be reserved, at all times, for one Representative selected by each granting agency pursuant to California Education Code Section 47604(b). All directors shall be designated by the existing Board of Directors. All directors are to be designated at the corporation's annual meeting of the Board of Directors. The Board of Directors shall consist of at least eight directors unless changed by amendment to these bylaws.

The Board shall elect the Trustees by the vote of a majority of the Trustees then in office, whether or not the number of Trustees in office is sufficient to constitute a quorum, or by the sole remaining Trustee.

Eligibility. The Board may elect any person who in its discretion it believes will serve the interests of the corporation faithfully and effectively.

Board Composition. The WSCS Governing Board will be composed of representatives of the following constituencies:

- . Two parents from the Fresno Resource Center
 - a. Two parents from the Oakhurst Resource Center
 - b. One staff member from the Fresno Resource Center
 - c. One staff member from the Oakhurst Resource Center

- d. One (non-voting) member from the Yosemite Unified School District Board
- e. One community member

Section 4. RESTRICTION ON INTERESTED PERSONS AS DIRECTORS. No more than 49 percent of the persons serving on the Board of Directors may be interested persons. An interested person is (a) any person compensated by the corporation for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a director as director; and (b) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of such person. However, any violation of this paragraph shall not affect the validity or enforceability of transactions entered into by the corporation. The Board may adopt other policies circumscribing potential conflicts of interest.

Section 5. DIRECTORS' TERM.

- a. The term of office of all members of the initial Board of Trustees shall be one year.
- b. At the end of the first year, the Board shall provide for staggered terms of its Trustees, by designating approximately one-third of the Trustees to one, two, and three-year terms. Following the expiration of those designated terms, each Trustee shall continue for three years.
- c. No Trustee, other than the YUSD Representative may serve for more than six (6) consecutive years.

Section 6. NOMINATIONS In the event of imminent vacancy on the Board, any current Board director may recommend to the Board a qualified candidate for election to the Board of Directors.

Section 7. USE OF CORPORATE FUNDS TO SUPPORT NOMINEE. If more people have been nominated for director than can be elected, no corporation funds may be expended to support a nominee without the Board's authorization.

Section 8. EVENTS CAUSING VACANCIES ON BOARD. A vacancy or vacancies on the Board of Directors shall occur in the event of (a) the death, resignation, or removal of any director; (b) the declaration by resolution of the Board of Directors of a vacancy in the office of a director who has been convicted of a felony, declared of unsound mind by a court order, or found by final order or judgment of any court to have breached a duty under California Nonprofit Public Benefit Corporation Law, Chapter 2, Article 3; (c) the increase of the authorized number of directors; or (d) the failure of the members, at any meeting of members at which any director or directors are to be elected, to elect the number of directors required to be elected at such meeting; and (e) termination of employment with the Charter School.

Section 9. RESIGNATION OF DIRECTORS. Except as provided below, any director may resign by giving written notice to the Chairman of the Board, if any, or to the President, or the Secretary, or to the Board. The resignation shall be effective when the notice is given unless the notice specifies a later time for the resignation to become effective. If a director's resignation is effective at a later time, the Board of Directors may elect a successor to take office as of the date when the resignation becomes effective.

Section 10. DIRECTOR MAY NOT RESIGN IF NO DIRECTOR REMAINS. Except on notice to the California Attorney General, no director may resign if the corporation would be left without a duly elected director or directors.

Section 11. REMOVAL OF DIRECTORS. Any director may be removed, with or without cause, by the vote of the majority of the members of the entire Board of Directors at a special meeting called for that purpose, or at a regular meeting, provided that notice of that meeting and of the removal questions are given in compliance with the provisions of the Ralph M. Brown Act. (Chapter 9 (commencing with Section 54950) of Division 2 of Title 5 of the Government Code). Any vacancy caused by the removal of a director shall be filled as provided in Section 12.

Section 12. VACANCIES FILLED BY BOARD. Vacancies on the Board of Directors may be filled by approval of the Board of Directors or, if the number of directors then in office is less than a quorum, by (a) the unanimous consent of the directors then in office, (b) the affirmative vote of a majority of the directors then in office at a meeting held according to notice or waivers of notice complying with Corporations Code Section 5211, or (c) a sole remaining director.

Section 13. NO VACANCY ON REDUCTION OF NUMBER OF DIRECTORS. Any reduction of the authorized number of directors shall not result in any directors being removed before his or her term of office expires.

Section 14. PLACE OF BOARD OF DIRECTORS MEETINGS. Meetings shall be held at the principal office of the Corporation. The Board of Directors may designate that a meeting be held at any place within California that has been designated by resolution of the Board of Directors or in the notice of the meeting. All meetings of the Board of Directors shall be called, held and conducted in accordance with the terms and provisions of the Ralph M. Brown Act, California Government Code Sections 54950, et seq., as said chapter may be modified by subsequent legislation.

Section 15. MEETINGS; ANNUAL MEETINGS. All meetings of the Board of Directors and its committees shall be called, noticed, and held in compliance with the provisions of the Ralph M. Brown Act ("Brown Act"). (Chapter 9 (commencing with Section 54950) of Division 2 of Title 5 of the Government Code).

The Board of Directors shall meet annually for the purpose of organization, appointment of officers, and the transaction of such other business as may properly be brought before the meeting. This meeting shall be held at a time, date, and place as may be specified and noticed by resolution of the Board of Directors.

Section 16. REGULAR MEETINGS. Regular meetings of the Board of Directors, including annual meetings, shall be held at such times and places as may from time to time be fixed by the Board of Directors. At least 72 hours before a regular meeting, the Board of Directors, or its designee shall post an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting.

Section 17. SPECIAL MEETINGS. Special meetings of the Board of Directors for any purpose may be called at any time by the Chairman of the Board of Directors, if there is such an officer, or a majority of the Board of Directors. If a Chairman of the Board has not been elected then the President is authorized to call a special meeting in place of the Chairman of the Board. The party calling a special meeting shall determine the place, date, and time thereof.

Section 18. NOTICE OF SPECIAL MEETINGS. In accordance with the Brown Act, special meetings of the Board of Directors may be held only after twenty-four (24) hours notice is given to each director and to the public through the posting of an agenda. Pursuant to the Brown Act, the Board of Directors shall adhere to the following notice requirements for special meetings:

- a. Any such notice shall be addressed or delivered to each director at the director's address as it is shown on the records of the Corporation, or as may have been given to the Corporation by the director for purposes of notice, or, if an address is not shown on the Corporation's records or is not readily ascertainable, at the place at which the meetings of the Board of Directors are regularly held.
- b. Notice by mail shall be deemed received at the time a properly addressed written notice is deposited in the United States mail, postage prepaid. Any other written notice shall be deemed received at the time it is personally delivered to the recipient or is delivered to a common carrier for transmission, or is actually transmitted by the person giving the notice by electronic means to the recipient. Oral notice shall be deemed received at the time it is communicated, in person or by telephone or wireless, to the recipient or to a person at the office of the recipient whom the person giving the notice has reason to believe will promptly communicate it to the receiver.
- c. The notice of special meeting shall state the time of the meeting, and the place if the place is other than the principal office of the Corporation, and the general nature of the business proposed to be transacted at the meeting. No business, other than the business the general nature of which was set forth in the notice of the meeting, may be transacted at a special meeting.

Section 19. QUORUM. A majority of the voting directors then in office shall constitute a quorum. If a quorum is present, the affirmative vote of the majority of the voting power represented at the meeting, entitled to vote, and voting on any matter shall be a decision of the Board of Directors. Should there be fewer than a majority of the directors present at any meeting, the meeting shall be adjourned. Voting directors may not vote by proxy.

Section 20. TELECONFERENCE MEETINGS. Members of the Board of Directors may participate in teleconference meetings so long as all of the following requirements in the Brown Act are complied with:

- a. At a minimum, a quorum of the members of the Board of Directors shall participate in the teleconference meeting from locations within the boundaries of the school district in which the Charter School operates;
- b. All votes taken during a teleconference meeting shall be by roll call;
- c. If the Board of Directors elects to use teleconferencing, it shall post agendas at all teleconference locations with each teleconference location being identified in the notice and agenda of the meeting;

- d. All locations where a member of the Board of Directors participates in a meeting via teleconference must be fully accessible to members of the public and shall be listed on the agenda;
- e. Members of the public must be able to hear what is said during the meeting and shall be provided with an opportunity to address the Board of Directors directly at each teleconference location; and
- f. The agenda shall indicate that members of the public attending a meeting conducted via teleconference need not give their name when entering the conference call.

Section 21. ADJOURNMENT. A majority of the directors present, whether or not a quorum is present, may adjourn any Board of Directors meeting to another time or place. If a meeting is adjourned for more than twenty-four (24) hours, notice of such adjournment to another time or place shall be given, prior to the time schedule for the continuation of the meeting, to the directors who were not present at the time of the adjournment, and to the public in the manner prescribed by any applicable public open meeting law.

Section 22. CREATION AND POWERS OF COMMITTEES. The Board, by resolution adopted by a majority of the directors then in office, may create one or more committees, each consisting of two or more voting directors and no one who is not a director, to serve at the pleasure of the Board. Appointments to committees of the Board of Directors shall be by majority vote of the authorized number of directors. The Board of Directors may appoint one or more directors as alternate members of any such committee, who may replace any absent member at any meeting. Any such committee shall have all the authority of the Board, to the extent provided in the Board of Directors' resolution, except that no committee may:

- a. Take any final action on any matter that, under the California Nonprofit Public Benefit Corporation Law, also requires approval of the members or approval of a majority of all members;
- b. Fill vacancies on the Board of Directors or any committee of the Board;
- c. Amend or repeal bylaws or adopt new bylaws;
- d. Amend or repeal any resolution of the Board of Directors that by its express terms is not so amendable or subject to repeal;
- e. Create any other committees of the Board of Directors or appoint the members of committees of the Board;
- f. Expend corporate funds to support a nominee for director if more people have been nominated for director than can be elected; or
- g. Approve any contract or transaction to which the corporation is a party and in which one or more of its directors has a material financial interest.

Section 23. MEETINGS AND ACTION OF COMMITTEES. Meetings and actions of committees of the Board of Directors shall be governed by, held, and taken under the provisions of these bylaws concerning meetings. Minutes of each meeting shall be kept and shall

be filed with the corporate records. The Board of Directors may adopt rules for the governance of any committee as long as the rules are consistent with these bylaws. If the Board of Directors has not adopted rules, the committee may do so.

Section 24. **NON-LIABILITY OF DIRECTORS.** No director shall be personally liable for the debts, liabilities, or other obligations of this corporation.

Section 25. **COMPLIANCE WITH LAWS GOVERNING STUDENT RECORDS.** The Charter School and the Board of Directors shall comply with all applicable provisions of the Family Education Rights Privacy Act (“FERPA”) as set forth in Title 20 of the United States Code Section 1232g and attendant regulations as they may be amended from time to time.

ARTICLE VIII OFFICERS OF THE CORPORATION

Section 1. **OFFICES HELD.** The officers of this corporation shall be President, a Secretary, and a Chief Financial Officer. The corporation, at the Board’s direction, may also have a Chairman of the Board, and such other officers as may be appointed under Article VIII, Section 4, of these bylaws. The officers in addition to the corporate duties set forth in this Article VIII shall also have administrative duties as set forth in any applicable contract for employment or job specification.

Section 2. **DUPLICATION OF OFFICE HOLDERS.** Any number of offices may be held by the same person, except that neither the Secretary nor the Chief Financial Officer may serve concurrently as either the President or the Chairman of the Board.

Section 3. **ELECTION OF OFFICERS.** The officers of this corporation shall be chosen annually by the Board of Directors and shall serve at the pleasure of the Board, subject to the rights of any officer under any employment contract.

Section 4. **APPOINTMENT OF OTHER OFFICERS.** The Board of Directors may appoint and authorize the Chairman of the Board, the President, or another officer to appoint any other officers that the corporation may require. Each appointed officer shall have the title and authority, hold office for the period, and perform the duties specified in the bylaws or established by the Board.

Section 5. **REMOVAL OF OFFICERS.** Without prejudice to the rights of any officer under an employment contract, the Board of Directors may remove any officer with or without cause. An officer who was not chosen by the Board of Directors may be removed by any other officer on whom the Board of Directors confers the power of removal.

Section 6. **RESIGNATION OF OFFICERS.** Any officer may resign at any time by giving written notice to the Board. The resignation shall take effect on the date the notice is received or at any later time specified in the notice. Unless otherwise specified in the notice, the resignation need not be accepted to be effective. Any resignation shall be without prejudice to any rights of the corporation under any contract to which the officer is a party.

Section 7. VACANCIES IN OFFICE. A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these bylaws for normal appointment to that office, provided, however, that vacancies need not be filled on an annual basis.

Section 8. CHAIRMAN OF THE BOARD. If a Chairman of the Board of Directors is elected, he or she shall preside at the Board of Directors' meetings and shall exercise and perform such other powers and duties as the Board of Directors may assign from time to time. The President shall preside at Board of Directors meetings and shall exercise and perform such other powers and duties as the Board of Directors may assign from time to time.

Section 9. PRESIDENT. Subject to such supervisory powers as the Board of Directors may give to the Chairman of the Board, if any, and subject to the control of the Board, the President shall be the general manager of the corporation and shall supervise, direct, and control the corporation's activities, affairs, and officers as fully described in any applicable employment agreement, or job specification. In the absence of the Chairman of the Board, the President shall preside at Board of Directors' meetings. The President shall have such other powers and duties as the Board of Directors or the bylaws may require.

Section 10. SECRETARY. The Secretary shall keep or cause to be kept, at the corporation's principal office or such other place as the Board of Directors may direct, a book of minutes of all meetings, proceedings, and actions of the Board and of committees of the Board. The minutes of meetings shall include the time and place that the meeting was held; whether the meeting was annual, regular, special, or emergency and, if special or emergency, how authorized; the notice given; and the names of the directors present at Board of Directors and committee meetings.

The Secretary shall keep or cause to be kept, at the principal California office, a copy of the articles of incorporation and bylaws, as amended to date.

The Secretary shall give, or cause to be given, notice of all meetings of the Board and of committees of the Board of Directors that these bylaws require to be given. The Secretary have such other powers and perform such other duties as the Board of Directors or the bylaws may require.

Section 11. TREASURER. The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and accounts of the corporation's properties and transactions. The Treasurer shall send or cause to be given to directors such financial statements and reports as are required to be given by law, by these bylaws, or by the Board. The books of account shall be open to inspection by any director at all reasonable times.

The Treasurer shall (a) deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the corporation with such depositories as the Board of Directors may designate; (b) disburse the corporation's funds as the Board of Directors may order; (c) render to the President, Chairman of the Board, if any, and the Board, when requested, an account of all transactions as Treasurer and of the financial condition of the corporation; and (d)

have such other powers and perform such other duties as the Board, contract, job specification, or the bylaws may require.

If required by the Board, the Treasurer shall give the corporation a bond in the amount and with the surety or sureties specified by the Board of Directors for faithful performance of the duties of the office and for restoration to the corporation of all of its books, papers, vouchers, money, and other property of every kind in the possession or under the control of the Treasurer on his or her death, resignation, retirement, or removal from office.

ARTICLE IX CONTRACTS WITH DIRECTORS

Section 1. **CONTRACTS WITH DIRECTORS.** The Corporation shall not enter into a contract or transaction in which a director directly or indirectly has a material financial interest (nor any other corporation, firm, association, or other entity in which one or more of this Corporation's directors are directors have a material financial interest) unless all of the following apply:

- a. The director with a material financial interest in the proposed contract or transaction fully discloses his/her financial interest in such contract or transaction in good faith and said disclosure is noted in the Board of Directors meeting minutes.
- b. The director with a material financial interest in the proposed contract or transaction recuses himself/herself from any participation whatsoever in the proposed contract or transaction (i.e., the interested director who recuses himself/herself shall refrain from voting on the matter and shall leave the room during Board discussion and when the final vote is taken).
- c. Such contract or transaction is authorized in good faith by a majority of the Board of Directors by a vote sufficient for that purpose.
- d. Before authorizing or approving the transaction, the Board of Directors considers and in good faith decides after reasonable investigation that the corporation could not obtain a more advantageous arrangement with reasonable effort under the circumstances.
- e. The corporation for its own benefit enters into the transaction, which is fair and reasonable to the corporation at the time the transaction was entered into.

This Section does not apply to a transaction that is part of an educational or charitable program of this corporation if it (a) is approved or authorized by the corporation in good faith and without unjustified favoritism and (b) results in a benefit to one or more directors or their families because they are in the class of persons intended to be benefited by the educational or charitable program of this corporation.

ARTICLE X

CONTRACTS WITH NON-DIRECTOR DESIGNATED EMPLOYEES

Section 1. **CONTRACTS WITH NON-DIRECTOR DESIGNATED EMPLOYEES.** The Corporation shall not enter into a contract or transaction in which a non-director designated employee (e.g., officers and other key decision-making employees) directly or indirectly has a material financial interest unless all of the requirements in the Corporation's Conflict of Interest Policy have been fulfilled.

ARTICLE XI LOANS TO DIRECTORS AND OFFICERS

Section 1. **LOANS TO DIRECTORS AND OFFICERS.** This corporation shall not lend any money or property to or guarantee the obligation of any director or officer without the approval of the California Attorney General; provided, however, that the corporation may advance money to a director or officer of the corporation for expenses reasonably anticipated to be incurred in the performance of his or her duties if that director or officer would be entitled to reimbursement for such expenses of the corporation.

ARTICLE XII INDEMNIFICATION

Section 1. **INDEMNIFICATION.** To the fullest extent permitted by law, this corporation shall indemnify its directors, officers, employees, and other persons described in Corporations Code Section 5238(a), including persons formerly occupying any such positions, against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any "proceeding," as that term is used in that section, and including an action by or in the right of the corporation by reason of the fact that the person is or was a person described in that section. "Expenses," as used in this bylaw, shall have the same meaning as in that section of the Corporations Code.

On written request to the Board of Directors by any person seeking indemnification under Corporations Code Section 5238 (b) or Section 5238 (c) the Board of Directors shall promptly decide under Corporations Code Section 5238 (e) whether the applicable standard of conduct set forth in Corporations Code Section 5238 (b) or Section 5238 (c) has been met and, if so, the Board of Directors shall authorize indemnification.

ARTICLE XIII INSURANCE

Section 1. **INSURANCE.** This corporation shall have the right to purchase and maintain insurance to the full extent permitted by law on behalf of its directors, officers, employees, and other agents, to cover any liability asserted against or incurred by any director, officer, employee, or agent in such capacity or arising from the director's, officer's, employee's, or agent's status as such.

**ARTICLE XIV
MAINTENANCE OF CORPORATE RECORDS**

Section 1. MAINTENANCE OF CORPORATE RECORDS. This corporation shall keep:

- a. Adequate and correct books and records of account;
- b. Written minutes of the proceedings of the Board and committees of the Board; and
- c. Such reports and records as required by law.

**ARTICLE XV
INSPECTION RIGHTS**

Section 1. DIRECTORS' RIGHT TO INSPECT. Every director shall have the right at any reasonable time to inspect the corporation's books, records, documents of every kind, physical properties, and the records of each subsidiary as permitted by California and federal law. The inspection may be made in person or by the director's agent or attorney. The right of inspection includes the right to copy and make extracts of documents as permitted by California and federal law. This right to inspect may be circumscribed in instances where the right to inspect conflicts with California or federal law (e.g., restrictions on the release of educational records under FERPA) pertaining to access to books, records, and documents.

Section 2. ACCOUNTING RECORDS AND MINUTES. On written demand on the corporation, any director may inspect, copy, and make extracts of the accounting books and records and the minutes of the proceedings of the Board of Directors and committees of the Board of Directors at any reasonable time for a purpose reasonably related to the director's interest as a director. Any such inspection and copying may be made in person or by the director's agent or attorney. This right of inspection extends to the records of any subsidiary of the corporation.

Section 3. MAINTENANCE AND INSPECTION OF ARTICLES AND BYLAWS. This corporation shall keep at its principal California office the original or a copy of the articles of incorporation and bylaws, as amended to the current date, which shall be open to inspection by the directors at all reasonable times during office hours. If the corporation has no business office in California, the Secretary shall, on the written request of any director, furnish to that director a copy of the articles of incorporation and bylaws, as amended to the current date.

**ARTICLE XVI
REQUIRED REPORTS**

Section 1. ANNUAL REPORTS. The Board of Directors shall cause an annual report to be sent to itself (the members of the Board of Directors) within 120 days after the end of the corporation's fiscal year. That report shall contain the following information, in appropriate detail:

- a. The assets and liabilities, including the trust funds, or the corporation as of the end of the fiscal year;
- b. The principal changes in assets and liabilities, including trust funds;
- c. The corporation's revenue or receipts, both unrestricted and restricted to particular purposes;
- d. The corporation's expenses or disbursement for both general and restricted purposes;
- e. Any information required under these bylaws; and
- f. An independent accountant's report or, if none, the certificate of an authorized officer of the corporation that such statements were prepared without audit from the corporation's books and records.

Section 2. ANNUAL STATEMENT OF CERTAIN TRANSACTIONS AND INDEMNIFICATIONS. As part of the annual report to all directors, or as a separate document if no annual report is issued, the corporation shall, within 120 days after the end of the corporation's fiscal year, annually prepare and mail or deliver to each director and furnish to each director a statement of any transaction or indemnification of the following kind:

a. Any transaction (i) in which the corporation, or its parent or subsidiary, was a party, (ii) in which an "interested person" had a direct or indirect material financial interest, and (iii) which involved more than \$50,000 or was one of several transactions with the same interested person involving, in the aggregate, more than \$50,000. For this purpose, an "interested person" is either:

- (1) Any director or officer of the corporation, its parent, or subsidiary (but mere common directorship shall not be considered such an interest); or
- (2) Any holder of more than 10 percent of the voting power of the corporation, its parent, or its subsidiary. The statement shall include a brief description of the transaction, the names of interested persons involved, their relationship to the corporation, the nature of their interest, provided that if the transaction was with a partnership in which the interested person is a partner, only the interest of the partnership need be stated.

**ARTICLE XVII
BYLAW AMENDMENTS**

Section 1. BYLAW AMENDMENTS. The Board of Directors may adopt, amend or repeal any of these Bylaws by a majority of the directors present at a meeting duly held at which a quorum is present, except that no amendment shall make any provisions of these Bylaws inconsistent with that Charter, the corporation's Articles of Incorporation, or any laws.

**ARTICLE XVIII
FISCAL YEAR**

Section 1. FISCAL YEAR OF THE CORPORATION. The fiscal year of the Corporation shall begin on July 1st and end on June 30th of each year.

CERTIFICATE OF SECRETARY

I certify that I am the duly elected and acting Secretary of the Western Sierra Charter Schools, a California nonprofit public benefit corporation; that these bylaws, consisting of 14 pages, are the bylaws of this corporation as adopted by the Board of Directors on _____; and that these bylaws have not been amended or modified since that date.

Executed on _____ at _____, California.

_____, Secretary

Appendix 9. WSCS Conflict of Interest Policy

WESTERN SIERRA CHARTER SCHOOLS, INCORPORATED

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 has adopted a regulation (2 California Code of Regulations Section 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 incorporated by reference. This regulation and the attached Appendix (or Appendices), designating positions and establishing disclosure categories, shall constitute the conflict-of-interest code of the **Western Sierra Charter Schools, Incorporated (“WSCS”)**.

Individuals holding designated positions shall file their statements of economic interests with **WSCS**, which will make the statements available for public inspection and reproduction. (Gov. Code Sec. 81008.) Upon receipt of the statements for the top officials, e.g., Members of the Board, Alternates, and the Executive Director, **WSCS** shall make and retain copies and forward

the originals to the **Fair Political Practices Commission**. All other statements will be retained by the **WSCS**.

**APPENDIX A
DESIGNATED POSITIONS**

<u>Designated Position</u>	<u>Assigned Disclosure Category</u>
Members of the Governing Board & Alternates	I, II
CEO/President	I, II
Chairman of the Board	I, II
CFO/Treasurer	I, II
Secretary	I, II
Executive Director of Charter School	I, II
Consultants	*

*Consultants are included in the list of designated positions and shall disclose pursuant to the broadest disclosure category in the code, subject to the following limitation:

The Executive Director or CEO may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The determination is a public record and shall be retained for public inspection in the same manner and location as this conflict-of-interest code. (Gov. Code Section 81008.)

**APPENDIX B
DISCLOSURE CATEGORIES**

Category I. Designated positions assigned to this category must report:

- . Interests in real property which are located in whole or in part within the boundaries (and a two mile radius) of any county in which WSCS operates.

- a. Investments and business positions in business entities or income (including gifts, loans, and travel payments) from sources which engage in the acquisition or disposal of real property or are engaged in building construction or design.
- b. Investments and business positions in business entities or income (including gifts, loans, and travel payments) from sources which are contractors engaged in the performance of work or services or manufacture or sell supplies, books, machinery, or equipment of the type to be utilized by the school.

Category II. Designated positions assigned to this category must report:

Investments, business positions in, and income (including gifts, loans, and travel payments) from sources which manufacture or sell supplies, books, or equipment of the type to be utilized by WSCS, it's parents, teachers and students for educational purposes. These include but are not limited to; educational supplies, textbooks and items used for extra curricular courses.

Category III: Designated positions assigned to this category must report:

Investments, business positions in, and income (including gifts, loans, and travel payments) from sources which are engaged in the performance of work or services of the type to be utilized by WSCS, it's parents, teachers and students for educational purposes. Includes student services commonly provided in public schools such as speech therapists, and counselors.

Adopted: 4/28/2010

3102810



State of California
Secretary of State

I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That the attached transcript of 1 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

JUN - 4 2008

A handwritten signature in cursive script that reads "Debra Bowen".

DEBRA BOWEN
Secretary of State

3102810

ENDORSED - FILED
In the office of the Secretary of State
of the State of California

JUN - 4 2008

ARTICLES OF INCORPORATION
OF
Western Sierra Charter Schools
(A California Nonprofit Public Benefit Corporation)

I.

The name of the Corporation shall be Western Sierra Charter Schools

II.

The Corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for public and charitable purposes. The specific purposes for which this Corporation is organized are to manage, operate, guide, direct and promote California public charter schools.

The Corporation is organized and operated exclusively for educational and charitable purposes pursuant to and within the meaning of Section 501(c)(3) of the Internal Revenue Code or the corresponding provision of any future United States Internal Revenue Law. Notwithstanding any other provision of these articles, the Corporation shall not, except to an insubstantial degree, engage in any other activities or exercise of power that do not further the purposes of the Corporation. The Corporation shall not carry on any other activities not permitted to be carried on by: (a) a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code; or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

III.

The name and address in the State of California of this Corporation's initial agent for service of process is:

Michael S. Cox
41267 Highway 41
Oakhurst, California 93644

IV.

All corporate property is irrevocably dedicated to the purposes set forth in the second article above. No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to any of its directors, members, trustees, officers or other private persons except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered, and to make payments and distributions in furtherance of the purposes set forth in Article II.

No substantial part of the activities of the Corporation shall consist of the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not

participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.

Subject to the provisions of the nonprofit public benefit provisions of the Nonprofit Corporation Law of the State of California, and any limitations in the articles or bylaws relating to action to be approved by the members or by a majority of all members, if any, the activities and affairs of this Corporation shall be conducted and all the powers shall be exercised by or under the direction of the board of directors.

The number of directors shall be as provided for in the bylaws. The bylaws shall prescribe the qualifications, mode of election, and term of office of directors.

V.

The authorized number and qualifications of members of the corporation, if any, the different classes of membership, the property, voting and other rights and privileges of members, and their liability for dues and assessments and the method of collection thereof, shall be set forth in the bylaws.

VI.

Upon the dissolution or winding up of the Corporation, its assets remaining after payment of all debts and liabilities of the Corporation, shall be distributed to a nonprofit fund, foundation, or association which is organized and operated exclusively for educational, public or charitable purposes and which has established its tax exempt status under Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine which are organized and operated exclusively for such purposes.

Dated: 5/27/08

M. Cox
Michael Cox, Incorporator



INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: MAY 02 2011

WESTERN SIERRA CHARTER SCHOOLS
C/O ANDREA C. SEXTON
7 PARK CENTER DR
SACRAMENTO, CA 95825

Employer Identification Number:
26-3006883
DLN:
17053187319000
Contact Person:
SANDRA MAK ID# 95023
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
June 30
Public Charity Status:
170(b)(1)(A)(ii)
Form 990 Required:
Yes
Effective Date of Exemption:
June 4, 2008
Contribution Deductibility:
Yes
Addendum Applies:
Yes

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 947 (DO/CG)

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WESTERN SIERRA CHARTER SCHOOLS

We have sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,



Lois G. Lerner
Director, Exempt Organizations

Enclosure: Publication 4221-PC

Letter 947 (DO/CG)

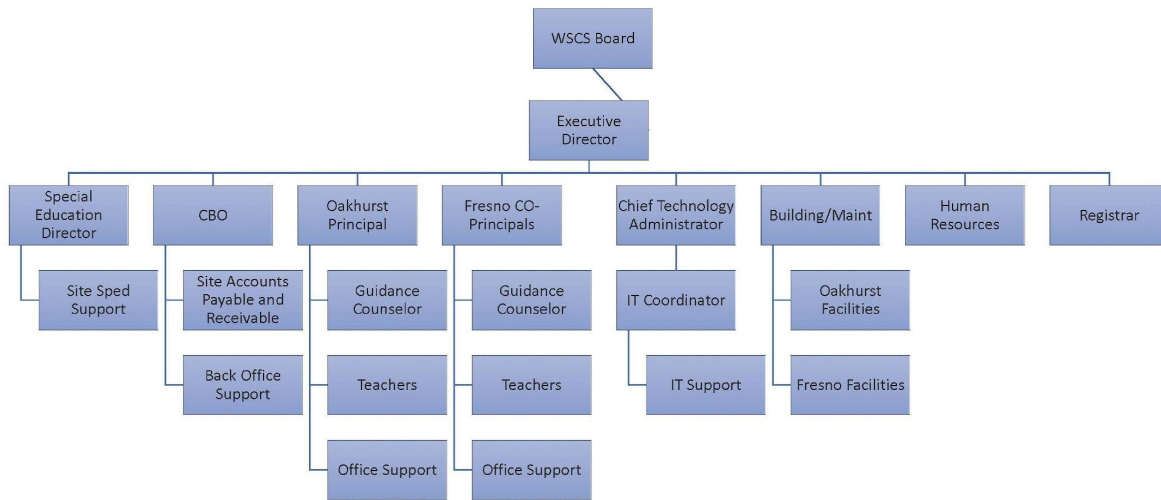
WESTERN SIERRA CHARTER SCHOOLS

You are not subject to the specific publishing requirements of Revenue Procedure 75-50, 1975-2 C.B., page 587, as long as you are operating under a contract with the local government. If your method of operation changes to the extent that your charter is terminated, cancelled, or not renewed, you will be required to comply with Revenue Procedure 75-50.

Letter 947 (DO/CG)

Appendix 11. WSCS Organization Chart

Western Sierra Charter Schools Organizational Chart



Appendix 12. Financial Projections

Appendix 12
Financial Projections

Endeavor Charter School

Budget and Cash Flow Section

Budget Section

- 1) Overview
- 2) Start Up Costs
- 3) Operating Budget 2020-21 (with Start Up Costs)
- 4) Planning Budget 2021-22
- 5) Planning Budget 2022-23
- 6) Planning Budget 2023-24
- 7) Planning Budget 2024-25
- 8) Projected Revenue Less Expense and Accumulated Reserves
- 9) Budget Narrative

Cash Flow Section

- 1) Cash Flow 2020-21
- 2) Cash Flow 2021-22
- 3) Cash Flow 2022-23
- 4) Cash Flow 2023-24
- 5) Cash Flow 2024-25
- 6) Schedule of Cash Flow Assumptions

Endeavor Charter School Budget-Overview

Category	Object	Operating Budget w/Startup Costs 2020-21/Year 1	Planning Budget 2021-22 / Year 2	Planning Budget 2022-23/Year 3	Planning Budget 2023-24/Year 4	Planning Budget 2024-25/Year 5	Narrative Reference (See Budget Narrative for more information.)
Revenue							
State Aid Block Grant (LCFF)	8011	2,045,781	2,111,195	2,187,221	2,266,501	2,256,501	LCFF Calculator (ADA 248.92 all 5 years)
Education Protection Account "EPA" (LCFF)	8012	49,784	49,784	49,784	49,784	49,784	\$200 per ADA
In Lieu Prop Tax (LCFF)	8096	243,187	243,187	243,187	243,187	243,187	Based on FUSD 1R-19 In-Lieu Property Tax Rate of \$976.97 per ADA
Lottery (Instructional Materials)	8560	-	26,883	13,442	13,442	13,442	Based on Annual ADA, funded initially on prior year and trued up in subsequent year
Lottery (General Instruction)	8560	-	76,170	38,085	38,085	38,085	No Funding in 1st year, 1st year is paid in December of 2nd Year along with 2nd year 1st quarter and so on
Mandate Block Grant	8550	-	5,667	5,667	5,667	5,667	Available in second operating year and afterward
One-time Funding	8550	-	-	-	-	-	None projected.
Food Service AB 1871	8600	-	-	-	-	-	Not planning to seek reimbursement at this time.
Interest	8650	1,000	1,000	1,200	1,300	1,400	Insignificant income because of new charter school's slowly building cash reserves
SPED Revenue	8792	172,988	172,988	172,988	172,988	172,988	Based on Fresno County Charter SELPA Funding Generator (per ADA)
Total Revenue		2,512,741	2,686,875	2,711,574	2,790,954	2,791,054	
Expense							
Salaries and Benefits							
Salaries-Certificated	1XXX	1,051,961	1,066,192	1,077,341	1,083,139	1,098,005	12 Certificated advising teachers and 3 Certificated adjunct teachers with an accumulated FTE of 11.6
Salaries-Classified	2XXX	187,390	194,424	198,323	202,246	208,298	Pupil Teacher Ratio: 21:46
Benefits-Certificated	3XXX	401,987	409,586	411,951	413,214	416,333	Includes STFS and PERS Increases
Benefits-Classified	4XXX	73,265	77,155	79,391	81,544	83,587	
Total Salary & Benefits		1,714,603	1,747,356	1,767,005	1,780,243	1,806,223	
Instructional (Func 1000)							
Textbooks and Core Curricula	4100	21,100	21,498	21,396	22,295	22,693	Historical Average divided by ADA then multiplied by Proj Enrollment plus 2% inflation rate per year (2/4/6/8%)
Books & Reference Materials	4200	52,637	54,102	55,104	56,105	57,108	Historical Average divided by ADA then multiplied by Proj Enrollment plus 2% inflation rate per year (2/4/6/8%)
Instructional Supplies (>\$500)	4300	85,122	86,728	88,334	89,941	91,547	Historical Average divided by ADA then multiplied by Proj Enrollment plus 2% inflation rate per year (2/4/6/8%)
Instructional Equipment (\$500-\$4999)	4400	76,830	27,336	27,842	28,348	28,855	\$50,000 for furniture and equipment purchase from MHS and GHS in first year. Historical per ADA average plus inflation thereafter.
Travel & Conference	5200	10,395	10,591	10,787	10,983	11,180	Historical Average divided by ADA then multiplied by Proj Enrollment plus 2% inflation rate per year (2/4/6/8%)
Contracted Services	5800	39,121	39,860	40,398	41,335	42,074	Historical Average divided by ADA then multiplied by Proj Enrollment plus 2% inflation rate per year (2/4/6/8%)
Communications	5900	4,768	4,858	4,948	5,038	5,128	Historical Average divided by ADA then multiplied by Proj Enrollment plus 2% inflation rate per year (2/4/6/8%)
Equipment	6400	5,000	5,100	5,202	5,306	5,412	\$5K in case of replacement or need +2%/4%/6%/8% (Previous year X 1.02 for year in question)
Total Function 1000		294,973	250,073	254,711	259,353	263,997	
Building (Func. 8100)							
Supplies, Building	4300	8,605	8,767	8,929	9,092	9,254	Historical Average divided by ADA then multiplied by Proj Enrollment plus 2% inflation rate per year (2/4/6/8%)
Equipment (\$500-\$4999)	4400	3,117	3,176	3,235	3,294	3,353	Historical Average divided by ADA then multiplied by Proj Enrollment plus 2% inflation rate per year (2/4/6/8%)
Operations/Housekeeping	5500	14,747	15,025	15,303	15,582	15,860	Historical Average divided by ADA then multiplied by Proj Enrollment plus 2% inflation rate per year (2/4/6/8%)
Rentals, Leases & Repairs	5600	136,200	138,924	141,702	144,537	147,427	\$11,350 per month for 8000 Square feet (\$1.42 per square foot) with 2% increases per year
Contracted Services	5800	2,500	2,550	2,601	2,653	2,705	Historical Average divided by ADA then multiplied by Proj Enrollment plus 2% inflation rate per year (2/4/6/8%)
Equipment	6400	-	-	-	5,000	-	\$5K in case of replacement or need
Total Function 8100		165,169	168,442	171,770	180,158	178,600	
Facilities Construct(Func. 8500)							
Site Improvement	6100	-	-	-	-	-	None
Building Purchase	6200	-	-	-	-	-	None
Total Function 8500		-	-	-	-	-	
Administrative (Func. 2700)							
Admin. Supplies	4300	9,520	9,700	9,879	10,059	10,239	Historical Average divided by ADA then multiplied by Proj Enrollment plus 2% inflation rate per year (2/4/6/8%)
Admin. Equipment	4400	1,893	1,929	1,964	2,000	2,036	Historical Average divided by ADA then multiplied by Proj Enrollment plus 2% inflation rate per year (2/4/6/8%)
Conference & Travel	5200	10,395	10,591	10,787	10,983	11,180	Historical Cost per ADA plus inflation method. Same as Instructional cost.
Membership Fees	5300	932	950	967	985	1,002	Historical Average divided by ADA then multiplied by Proj Enrollment plus 2% inflation rate per year (2/4/6/8%)
Contracted Services	5800	17,660	17,993	18,326	18,659	18,992	Historical Average divided by ADA then multiplied by Proj Enrollment plus 2% inflation rate per year (2/4/6/8%)
MCOE Business Services Fee (Site)	5800	57,299	58,902	60,765	62,707	62,707	MCOE Business Services Fee (3.5% of LCFF Rev.) 70% of Cost
Communications	5900	6,322	6,441	6,561	6,680	6,799	Historical Average divided by ADA then multiplied by Proj Enrollment plus 2% inflation rate per year (2/4/6/8%)
Equipment	6400	-	-	-	-	-	None at \$5000 or above
Total Function 2700		104,021	106,506	109,249	112,073	112,955	
Health Services (Func. 3140)							
Contracted Services	5800	5,631	5,737	5,843	5,949	6,056	Historical Average divided by ADA then multiplied by Proj Enrollment plus 2% inflation rate per year (2/4/6/8%)
Food Service AB 1871 (Func. 3700)							
Food Service	4700	7,124	7,267	7,412	7,560	7,711	Calculated cost of projected lunches purchased
Administrative (Func. 7000)							
Contracted Services -auditors	5800	8,753	8,918	9,083	9,245	9,414	Historical Average divided by ADA then multiplied by Proj Enrollment plus 2% inflation rate per year (2/4/6/8%)
Dues/Membership	5900	1,500	1,530	1,561	1,592	1,592	Historical Average divided by ADA then multiplied by Proj Enrollment plus 2% inflation rate per year (2/4/6/8%)
Insurance	5400	6,795	6,931	7,070	7,213	7,355	Historical Average divided by ADA then multiplied by Proj Enrollment plus 2% inflation rate per year (2/4/6/8%)
FUSD Oversight Fee	5800	23,388	24,042	24,802	25,595	25,595	FUSD Oversight Fee (1% of LCFF Rev.)
MCOE Business Services Fee (General)	5800	24,557	25,244	26,042	26,874	26,874	MCOE Business Services Fee (3.5% of LCFF Rev.) 30% of Cost
Total Function 7000		64,992	66,664	68,557	70,521	70,830	
Special Education							
SPED Costs (not including payroll)	Various	173,134	173,431	174,548	173,521	174,538	See SPED expense schedule
Total Expense		2,529,648	2,525,476	2,559,095	2,589,377	2,624,012	
Revenue Less Expenses		(16,908)	161,398	152,479	201,577	167,042	

5665338.64

**Schedule of Start-up Costs
In 2020-2021 FY (First year of Operations)**

(Included with other costs shown on 2020-21 Budget.)

<u>Cost Type</u>	<u>Coding</u>	<u>Amount</u>	<u>Comment</u>
Purchase of Mountain Home School Resource Center curriculum, furniture & equipment	1000-4400	30,000.00	Actual cost calculated after evaluation of market value of equipment. (Estimate, amount may change)
Purchase of Glacier Resource Center curriculum, furniture & equipment	1000-4400	20,000.00	Actual cost calculated after evaluation of market value of equipment. (Estimate, amount may change)
Total		50,000.00	

Note: This is a current Resource Center, so most of the usual start up costs are not applicable.
We will be remaining at the same location and using the same equipment and furniture, etc.

**Endeavor Charter School
Operating Budget w/Startup Costs
2020-21/Year 1**

**Endeavor Charter School
Planning Budget
2021-22 / Year 2**

Revenue	
State Aid Block Grant (LCFF)	2,045,781.00
Education Protection Account "EPA" (LCFF)	49,784.00
In Lieu Prop Tax (LCFF)	243,187.11
Lottery (Instructional Materials)	-
Lottery (General Instruction)	-
Mandate Block Grant	-
One-time Funding	-
Food Service AB 1871	-
Interest	1,000.00
SPED Revenue	172,988.41
Total Revenue	2,512,741

Revenue	
State Aid Block Grant (LCFF)	2,111,195
Education Protection Account "EPA" (LCFF)	49,784
In Lieu Prop Tax (LCFF)	243,187
Lottery (Instructional Materials)	26,883
Lottery (General Instruction)	76,170
Mandate Block Grant	5,667
One-time Funding	-
Food Service AB 1871	-
Interest	1,000
SPED Revenue	172,988
Total Revenue	2,686,875

Expense	
<u>Salaries and Benefits</u>	
Salaries-Certificated	1,051,961
Salaries-Classified	187,390
Benefits-Certificated	401,987
Benefits-Classified	73,265
Total Salary & Benefits	1,714,603

Expense	
<u>Salaries and Benefits</u>	
Salaries-Certificated	1,066,192
Salaries-Classified	194,424
Benefits-Certificated	409,586
Benefits-Classified	77,155
Total Salary & Benefits	1,747,356

<u>Instructional (Func.1000)</u>	
Textbooks and Core Curricula	21,100
Books & Reference Materials	52,637
Instructional Supplies (>\$500)	85,122
Instructional Equipment (\$500-\$4999)	76,830
Travel & Conference	10,395
Contracted Services	39,121
Communications	4,768
Equipment	5,000
Total Function 1000	294,973

<u>Instructional (Func.1000)</u>	
Textbooks and Core Curricula	21,498
Books & Reference Materials	54,102
Instructional Supplies (>\$500)	86,728
Instructional Equipment (\$500-\$4999)	27,336
Travel & Conference	10,591
Contracted Services	39,860
Communications	4,858
Equipment	5,100
Total Function 1000	250,073

<u>Building (Func. 8100)</u>	
Supplies, Building	8,605
Equipment (\$500-\$4999)	3,117
Operations/Housekeeping	14,747
Rentals, Leases & Repairs	136,200
Contracted Services	2,500
Equipment	-
Total Function 8100	165,169

<u>Building (Func. 8100)</u>	
Supplies, Building	8,767
Equipment (\$500-\$4999)	3,176
Operations/Housekeeping	15,025
Rentals, Leases & Repairs	138,924
Contracted Services	2,550
Equipment	-
Total Function 8100	168,442

<u>Facilities Construct(Func. 8500)</u>	
Site Improvement	-
Building Purchase	-
Total Function 8500	-

<u>Facilities Construct(Func. 8500)</u>	
Site Improvement	-
Building Purchase	-
Total Function 8500	-

<u>Administrative (Func. 2700)</u>	
Admin. Supplies	9,520
Admin. Equipment	1,893
Conference & Travel	10,395
Membership Fees	932
Contracted Services	17,660
MCOE Business Services Fee (Site)	57,299
Communications	6,322
Equipment	-
Total Function 2700	104,021

<u>Administrative (Func. 2700)</u>	
Admin. Supplies	9,700
Admin. Equipment	1,929
Conference & Travel	10,591
Membership Fees	950
Contracted Services	17,993
MCOE Business Services Fee (Site)	58,902
Communications	6,441
Equipment	-
Total Function 2700	106,506

<u>Health Services (Func. 3140)</u>	
Contracted Services	5,631

<u>Health Services (Func. 3140)</u>	
Contracted Services	5,737

<u>Food Service AB 1871 (Func. 3700)</u>	
Food Service	7,124

<u>Food Service AB 1871 (Func. 3700)</u>	
Food Service	7,267

<u>Administrative (Func.7000)</u>	
Contracted Services -auditors	8,753
Dues/Membership	1,500
Insurance	6,795
FUSD Oversight Fee	23,388
MCOE Business Services Fee (General)	24,557
Total Function 7000	64,992

<u>Administrative (Func.7000)</u>	
Contracted Services -auditors	8,918
Dues/Membership	1,530
Insurance	6,931
FUSD Oversight Fee	24,042
MCOE Business Services Fee (General)	25,244
Total Function 7000	66,664

<u>Special Education</u>	
SPED Costs (not including payroll)	173,134

<u>Special Education</u>	
SPED Costs (not including payroll)	173,431

Total Expense	2,529,648
Revenue Less Expenses	(16,908)

Total Expense	2,525,476
Revenue Less Expenses	161,398

**Endeavor Charter School
Planning Budget
2022-23/Year 3**

Revenue	
State Aid Block Grant (LCFF)	2,187,221
Education Protection Account "EPA" (LCFF)	49,784
In Lieu Prop Tax (LCFF)	243,187
Lottery (Instructional Materials)	13,442
Lottery (General Instruction)	38,085
Mandate Block Grant	5,667
One-time Funding	-
Food Service AB 1871	-
Interest	1,200
SPED Revenue	172,988
Total Revenue	<u>2,711,574</u>

Expense	
<u>Salaries and Benefits</u>	
Salaries-Certificated	1,077,341
Salaries-Classified	198,323
Benefits-Certificated	411,951
Benefits-Classified	79,391
Total Salary & Benefits	<u>1,767,005</u>

<u>Instructional (Func.1000)</u>	
Textbooks and Core Curricula	21,896
Books & Reference Materials	55,104
Instructional Supplies (>\$500)	88,334
Instructional Equipment (\$500-\$4999)	27,842
Travel & Conference	10,787
Contracted Services	40,598
Communications	4,948
Equipment	5,202
Total Function 1000	<u>254,711</u>

<u>Building (Func. 8100)</u>	
Supplies, Building	8,929
Equipment (\$500-\$4999)	3,235
Operations/Housekeeping	15,303
Rentals, Leases & Repairs	141,702
Contracted Services	2,601
Equipment	-
Total Function 8100	<u>171,770</u>

<u>Facilities Construct(Func. 8500)</u>	
Site Improvement	-
Building Purchase	-
Total Function 8500	<u>-</u>

<u>Administrative (Func. 2700)</u>	
Admin. Supplies	9,879
Admin. Equipment	1,964
Conference & Travel	10,787
Membership Fees	967
Contracted Services	18,326
MCOE Business Services Fee (Site)	60,765
Communications	6,561
Equipment	-
Total Function 2700	<u>109,249</u>

<u>Health Services (Func. 3140)</u>	
Contracted Services	5,843

<u>Food Service AB 1871 (Func. 3700)</u>	
Food Service	7,412

<u>Administrative (Func.7000)</u>	
Contracted Services -auditors	9,083
Dues/Membership	1,561
Insurance	7,070
FUSD Oversight Fee	24,802
MCOE Business Services Fee (General)	26,042
Total Function 7000	<u>68,557</u>

<u>Special Education</u>	
SPED Costs (not including payroll)	174,548

Total Expense	<u>2,559,095</u>
Revenue Less Expenses	<u>152,479</u>

**Endeavor Charter School
Planning Budget
2023-24/Year 4**

Revenue	
State Aid Block Grant (LCFF)	2,266,501
Education Protection Account "EPA" (LCFF)	49,784
In Lieu Prop Tax (LCFF)	243,187
Lottery (Instructional Materials)	13,442
Lottery (General Instruction)	38,085
Mandate Block Grant	5,667
One-time Funding	-
Food Service AB 1871	-
Interest	1,300
SPED Revenue	172,988
Total Revenue	<u>2,790,954</u>

Expense	
<u>Salaries and Benefits</u>	
Salaries-Certificated	1,083,139
Salaries-Classified	202,346
Benefits-Certificated	413,214
Benefits-Classified	81,544
Total Salary & Benefits	<u>1,780,243</u>

<u>Instructional (Func.1000)</u>	
Textbooks and Core Curricula	22,295
Books & Reference Materials	56,106
Instructional Supplies (>\$500)	89,941
Instructional Equipment (\$500-\$4999)	28,348
Travel & Conference	10,983
Contracted Services	41,336
Communications	5,038
Equipment	5,306
Total Function 1000	<u>259,353</u>

<u>Building (Func. 8100)</u>	
Supplies, Building	9,092
Equipment (\$500-\$4999)	3,294
Operations/Housekeeping	15,582
Rentals, Leases & Repairs	144,537
Contracted Services	2,653
Equipment	5,000
Total Function 8100	<u>180,158</u>

<u>Facilities Construct(Func. 8500)</u>	
Site Improvement	-
Building Purchase	-
Total Function 8500	<u>-</u>

<u>Administrative (Func. 2700)</u>	
Admin. Supplies	10,059
Admin. Equipment	2,000
Conference & Travel	10,983
Membership Fees	985
Contracted Services	18,659
MCOE Business Services Fee (Site)	62,707
Communications	6,680
Equipment	-
Total Function 2700	<u>112,073</u>

<u>Health Services (Func. 3140)</u>	
Contracted Services	5,949

<u>Food Service AB 1871 (Func. 3700)</u>	
Food Service	7,560

<u>Administrative (Func.7000)</u>	
Contracted Services -auditors	9,249
Dues/Membership	1,592
Insurance	7,211
FUSD Oversight Fee	25,595
MCOE Business Services Fee (General)	26,874
Total Function 7000	<u>70,521</u>

<u>Special Education</u>	
SPED Costs (not including payroll)	173,521

Total Expense	<u>2,589,377</u>
Revenue Less Expenses	<u>201,577</u>

**Endeavor Charter School
Planning Budget
2024-25/Year 5**

Revenue

State Aid Block Grant (LCFF)	2,266,501
Education Protection Account "EPA" (LCFF)	49,784
In Lieu Prop Tax (LCFF)	243,187
Lottery (Instructional Materials)	13,442
Lottery (General Instruction)	38,085
Mandate Block Grant	5,667
One-time Funding	-
Food Service AB 1871	-
Interest	1,400
SPED Revenue	172,988
Total Revenue	<u>2,791,054</u>

Expense

Salaries and Benefits

Salaries-Certificated	1,098,005
Salaries-Classified	208,298
Benefits-Certificated	416,333
Benefits-Classified	83,587
Total Salary & Benefits	<u>1,806,223</u>

Instructional (Func.1000)

Textbooks and Core Curricula	22,693
Books & Reference Materials	57,108
Instructional Supplies (>\$500)	91,547
Instructional Equipment (\$500-\$4999)	28,855
Travel & Conference	11,180
Contracted Services	42,074
Communications	5,128
Equipment	5,412
Total Function 1000	<u>263,997</u>

Building (Func. 8100)

Supplies, Building	9,254
Equipment (\$500-\$4999)	3,353
Operations/Housekeeping	15,860
Rentals, Leases & Repairs	147,427
Contracted Services	2,706
Equipment	-
Total Function 8100	<u>178,600</u>

Facilities Construct(Func. 8500)

Site Improvement	-
Building Purchase	-
Total Function 8500	<u>-</u>

Administrative (Func. 2700)

Admin. Supplies	10,239
Admin. Equipment	2,036
Conference & Travel	11,180
Membership Fees	1,002
Contracted Services	18,992
MCOE Business Services Fee (Site)	62,707
Communications	6,799
Equipment	-
Total Function 2700	<u>112,955</u>

Health Services (Func. 3140)

Contracted Services	9,056
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Food Service AB 1871 (Func. 3700)

Food Service	7,711
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Administrative (Func.7000)

Contracted Services -auditors	9,414
Dues/Membership	1,592
Insurance	7,355
FUSD Oversight Fee	25,595
MCOE Business Services Fee (General)	26,874
Total Function 7000	<u>70,830</u>

Special Education

SPED Costs (not including payroll)	174,638
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Total Expense 2,624,012

Revenue Less Expenses 167,042

Endeavor Charter School
Projected Revenue Less Expense and Accumulated Reserves

	Revenue Less Expense	Accumulated Reserves	As A Percentage of Budgeted Expenditures
End of Year One	(16,908)	(16,908)	-0.67%
End of Year Two	161,398	144,490	5.72%
End of Year Three	152,479	296,969	11.60%
End of Year Four	201,577	498,546	19.25%
End of Year Five	167,042	665,589	25.37%

* Includes accrued revenue as of end of year

Notes:

Revenue Less Expense figures are those noted for each year on the respective year's budget.

Accumulated Reserves are the total of each budget year's Revenue Less Expense amount added to the previous Revenue Less Expense amounts up through that respective budget year.

Percentage of Budgeted Expenditures is the Accumulated Reserves divided by the budgeted expenditures for that particular budget year.

Endeavor Charter School

DETAILED BUDGET NARRATIVE

FY 2020/21 through 2024/25

Overview

It is important to understand the background of Endeavor Charter School in order to get a proper understanding of the budget. Endeavor Charter School is best understood as a resource center becoming a stand-alone charter school. We expect that the great majority of our students will make the transition. Therefore, it stands to reason that rather than budgeting for a brand new start-up operation utilizing the method that that scenario entails, one should rather utilize a combination of historical costs analysis and case by case projections to create the budget.

Methods Utilized for Revenue Estimates

FCMAT's LCFF Calculator Version 20.2c (issued on 8/28/19) was used for all Local Control Funding Formula (LCFF) funding sources. These funding sources are the State Aid Block Grant, the Education Protection Account (EPA), and In Lieu Property Taxes. It should be noted that the In-Lieu Property Taxes were calculated based upon FUSD 18-19 per ADA amount and this value was input into the LCFF Calculator. This amount was used in deriving the total amount of the LCFF revenue estimates.

The annual per ADA rate used for Proposition 20 Lottery funding was \$54, while a per ADA rate of \$153 was used for Non-Proposition 20 Lottery Funding (based upon CDE's recommendation.) Mandate Block Grant funding was estimated based upon the most recent state budget estimate of \$16.86/ADA for K-8 and \$46.87/ADA for 9-12. Please note this rate is substantially lower than district rates. Charter schools are not eligible for Mandate Block Grant funding in the first year of operations. Funding begins in the 2nd year of operations and is based upon the prior year's P-2 ADA. Charter schools are eligible for Lottery funding beginning in the first year of operations. However, payment (based upon P-Annual from the first operational year) does not occur until the second year of operation. The amount due for the first year is paid in December of the second year, along with the amount due for the first quarter of the second year. This means the charter receives both the first and second year of operations lottery funding in the second year of operations.

Interest income will be minimal and was projected at approximately \$1000 to \$1400 per year.

Special Education Funding was estimated at a "per ADA" rate of \$694.96 multiplied by the ADA projection for each budget year. \$694.96 was the amount of the allocation of the "per ADA" rate utilized by the Fresno County Charter SELPA for the 19-20 fiscal year.

Please see Budget Appendix A - Revenue Projection Schedule for information regarding enrollment projections, ADA estimates, In Lieu Property Taxes and other items.

Methods Utilized for Cost Projections

When deciding how best to estimate costs for a budget, it is important to understand the nature of each type of cost. This is necessary in order to ascertain the factors that influence the incidence and magnitude of those costs. Some costs are variable and increase or decrease in proportion to the volume of activity or use. Others are fixed and don't necessarily fluctuate in accordance with the volume of activity of the organization. Fixed costs are those costs you would generally incur whether you serve 200 students or 300 students, for example. Some costs have attributes of both variable and fixed, although they tend to be more subject to one these attributes over the other. For these types of cost, it is important to do an analysis to decide how best to proceed.

Since, as discussed above, Endeavor Charter School is best understood as a conversion of an ongoing school, it seems appropriate to utilize historical data to project variable costs into future years. (This method is appropriate only for categories of expense with variable costs that are regularly recurring and are driven primarily by factors such as the number of students utilizing those materials or services.) The use of historical data was accomplished in the following way. An analysis was done to calculate the average expenditures for these categories of cost. (This analysis included making adjustments for extraordinary, non-recurring items.) This was done for FY 2015/16, 2016/17, 2017/18 and 2018/19. The resulting average cost was then divided by the average ADA (average daily attendance) over that same period. The result was; the average costs divided by average ADA for the 4-year time period. This cost I'll name "Cost per ADA" was then multiplied by the Projected ADA for each of the budget years in this projection. In order to take inflation into account, the result was then inflated by 2% per year. When this method was utilized, a notation will signify the "Cost per ADA plus inflation" method was used for the item being discussed.

When a fixed cost is addressed (or a cost where historical data is not expected to correlate closely to future circumstances) a method whereby each element of cost is estimated independently, using a methodology appropriate to that cost type was used.

The following costs are considered variable:

- Salaries and Benefits
- Textbooks and Core Curricula
- Books and Reference Materials
- Supplies
- Equipment (Consumable less than \$500 per item)
- Conference/Travel
- Communications
- Membership Fees Function Code: 7000 Object Code: 5300
- Contracted Services – Instructional Function Code: 1000 Object Code: 5800 – These are recurring Instruction related costs.

- Contracted Services – Site Administration Function Code: 2700 Object Code: 5800 – These are recurring general Administration costs other than Auditors, Oversight and Business Services costs.
- Contracted Services – General Administration – GVUSD Oversight Fee Function Code: 7000 Object Code: 5800 – This fee is coded 100% to General Administration (Function 7000)
- Contracted Services – Site Administration – MCOE Business Services Fee Function Code: 2700 Object Code: 5800 This is where the Site Administration portion of the Business Service Fee is coded. Per CSAM it is coded 70% Site Administration/30% General Administration
- Contracted Services – General Administration – MCOE Business Services Fee Function Code: 7000 Object Code: 5800 This is where the General Administration portion of the Business Service Fee is coded. Per CSAM it is coded 70% Site Administration/30% General Administration

The following costs are considered fixed:

- Insurance Costs Function Code: 7000 Object Code: 5400
- Equipment (Cost over \$5000) Object Code: 6400 Movable personal property with an estimated useful life of over 1 year and a value greater than \$5000
- Rentals, Leases, and Repairs Building Function Code: 8100 Object Code: 5600
- Contracted Services – Building Function Code: 8100 Object Code: 5800
- Contracted Services – General Administration - Auditors Function Code: 7000 Object Code: 5800

Allocation of Shared Costs

There are some costs mentioned above that are shared among all of the schools that Western Sierra Charter Schools will be operating. Endeavor Charter School will be the third school along with Mountain Home School Charter and Glacier High School Charter.

The budgeted costs that are considered Shared Costs (to be allocated to all three schools) are:

- Personnel costs related to
 - Executive Director
 - Chief Business Officer
 - Special Education Coordinator
 - Counselor
 - Administrative Staff
- Travel and Conference costs related to the personnel noted above.
- Umbrella Insurance Policy
- Business Services Costs
- Other general administrative costs

The allocation of shared costs to each of these schools will be based upon the projected enrollment of each particular school as a proportion of the projected total enrollment of all of the schools combined. The assumption used to project the enrollment for Endeavor Charter School is our current Fresno location enrollment plus the waiting list (created by the legally required in-county/out-of-county

resource center cap) with no growth for the 5-year period. This is a conservative estimate based upon current data. Within this projection scenario, the enrollment for Mountain Home School Charter and Glacier High School Charter will remain flat. The current enrollment applicable to the Mountain Home School Charter Fresno Resource Center in the 2019-20 Fiscal Year is 180 while Glacier High School Charter's ADA is 50 (230 combined). The waiting list for both of these school's resource center's combined is 24. So the projected enrollment figure is $230 + 24 = 254$ (The ADA projection is 248.92, which is derived by multiplying 254 by our historical ADA to Enrollment Ratio of .98.) Since these populations will be the core of the newly created school, this figure is used as the basis for the rates discussed above. The projected ADA for each of the schools over the five-year period is:

2020-21 through 2024-25 (Total Combined ADA 530.18/Enrollment 541)

47.0% Endeavor Charter School (ADA 248.92/Enrollment 254)

38.1% Mountain Home School Charter (ADA 201.88/Enrollment 206)

15.0% Glacier High School Charter (ADA 79.38/Enrollment 81)

Description of Costs by Category

1. **Salaries** (\$1,239,351 for 20/21, \$1,260,616 for 21/22, \$1,275,664 for 22/23, \$1,285,485 for 23/24, and \$1,306,303 for 24/25)
 - a. Certificated Staff (\$1,051,961 for 20/21, \$1,066,192 for 21/22, \$1,077,341 for 22/23, \$1,083,139 for 23/24, and \$1,098,005 for 24/25)
 - i) **Advising Teachers - Full-time:**
 - (1) 20/21 – 9 Full-time, Average Salary - \$62,197
 - (2) 21/22 - 9 Full-time, Average Salary - \$63,514
 - (3) 22/23 – 9 Full-time, Average Salary - \$64,480
 - (4) 23/24 - 9 Full-time, Average Salary - \$65,124
 - (5) 24/25 – 9 Full-time, Average Salary - \$65,610
 - ii) **Advising Teachers - Part-time:**
 - (1) 20/21 – 3 Part-time, Average Salary - \$39,954
 - (2) 21/22 - 3 Part-time, Average Salary - \$40,244
 - (3) 22/23 – 3 Part-time, Average Salary - \$40,540
 - (4) 23/24 - 3 Part-time, Average Salary - \$40,540
 - (5) 24/25 – 3 Part-time, Average Salary - \$40,540
 - iii) **Adjunct Teachers – Part-time:**
 - (1) 20/21 – 24/25 – 3 Part-time \$35 per hour, approximately \$25,757 per year for all 3
 - iv) **Site Co-Principal Full-time: 1 Salary:**
 - (1) From \$102,198 in 20/21 to \$105,265 in 24/25

- v) Site Co-Principal Part-time: 1 (FTE .7) Salary:
 - (1) From \$72,414 in 20/21 to \$74,587 in 24/25
- vi) SPED Coordinator Full-time: Split with other WSCS schools. Allocation as noted above. Total Salary from \$80,315 in 20/21 to \$89,475 in 24/25. Amount allocated to Endeavor:
 - (1) From \$37,708 in 20/21 to \$42,009 in 24/25
- vii) Executive Director Full-time: Split with other WSCS schools. Allocation as noted above. Total Salary from \$164,178 in 20/21 to \$169,103 in 24/25. Amount allocated to Endeavor:
 - (1) \$77,082 in 20/21 to \$79,394 in 24/25
- viii) Counselor Full-time: Split with other WSCS schools. Allocation as noted above. Total Salary \$88,119 in 20/21 to \$90,762 in 24/25. Amount allocated to Endeavor:
 - (1) \$38,739 in 20/21 to \$39,901 in 24/25
- b. Classified Staff (\$187,390 for 20/21, \$194,424 for 21/22, \$198,323 for 22/23, \$202,346 for 23/24, and \$208,298 for 24/25)
 - i) Teacher Assistants - Part-time: 4 with an average hourly rate of \$30 for the period 20/21 through 24/25
 - ii) Office Administrator: 1 with a salary of:
 - (1) From \$46,837 in 20/21 to \$52,716 in 24/25
 - iii) Office Clerk: 1 Part-time with an annual cost of:
 - (1) From \$3,675 in 20/21 to \$3,938 in 24/25.
 - iv) Administrative Assistants: 2, both split with other WSCS schools per allocation noted above. Combined from \$100,568 in 20/21 to \$113,190 in 24/25. Amount allocated to Endeavor:
 - (1) From \$20,541 in 20/21 to \$23,119 in 24/25. Different allocation do to site specific work.
 - v) Chief Business Officer Full-time: Split with other WSCS schools per allocation noted above. Total Salary \$135,324 in 20/21 to \$145,951 in 24/25. Amount allocated to Endeavor:
 - (1) From \$63,535 in 20/21 to \$68,524 in 24/25
 - vi) Information Technology 1 Part-time: Split with other WSCS schools. Total Salary cost \$39,238 in 20/21 to \$40,415 in 24/25. Amount allocated to Endeavor:
 - (1) From \$18,422 in 20/21 to \$18,995 in 24/25.
- 2. **Fringe Benefits** (\$475,252 for 20/21, \$486,741 for 21/22, \$491,341 for 22/23, \$494,758 for 23/24, and \$499,920 for 24/25)

- a. Certificated Staff (\$401,987 for 20/21, \$409,586 for 21/22, \$411,951 for 22/23, \$413,214 for 23/24, and \$416,333 for 24/25)
 - i) State Teachers Retirement System (STRS): (Per published rate schedule.)
 - (1) 20/21 - 19.10%
 - (2) 21/22 - 18.30%
 - (3) 22/23 - 18.30%
 - (4) 23/24 - 18.30%
 - (5) 24/25 - 18.30%
 - ii) Social Security (if applicable): 6.2% for each year
 - iii) Medicare: 1.45% for each year
 - iv) Unemployment Insurance: .05% for each year
 - v) Worker's Compensation: .82% for each year
 - vi) Group Medical Insurance: \$13,000 per year per full-time staff member prorated for each year

- b. Classified Staff (\$73,265 for 20/21, \$77,155 for 21/22, \$79,391 for 22/23, \$81,544 for 23/24, and \$83,587 for 24/25)
 - i) Public Employees Retirement System (PERS): (Per published schedule.)
 - (1) 20/21 - 23.60%
 - (2) 21/22 - 24.90%
 - (3) 22/23 - 25.70%
 - (4) 23/24 - 26.40%
 - (5) 24/25 - 26.60%
 - ii) Social Security (if applicable): 6.2% for each year
 - iii) Medicare: 1.45% for each year
 - iv) Unemployment Insurance: .05% for each year
 - v) Worker's Compensation: .82% for each year
 - vi) Group Medical Insurance: \$13,000 per year per full-time staff member prorated for each year

3. Instructional Costs-Function 1000 (See Budget Overview for specific figures)

The "Cost per ADA plus inflation method", discussed on page 2, was used for the following cost categories:

- a. Textbooks and Core Curricula Object Code: 4100 Approved textbooks and core curricula.
- b. Books and Reference Materials Object Code: 4200 Other books and reference materials.
- c. Instructional Supplies (Cost less than \$500 per Unit) Object Code: 4300 Consumable materials and supplies.

- d. Instructional Equipment (Cost \$500 - \$4900) Object Code: 4400 Non-capitalized equipment includes startup costs of \$50,000 for the purchase of curriculum, furniture and equipment from Mountain Home School and Glacier High School Charters.
- e. Travel and Conference Object Code: 5200 Conference fees and related travel expenses.
- f. Contracted Services Object Code: 5800 Services rendered by personnel who are not employees.
- g. Communications Object Code: 5900 Costs of telephone/internet/mail and other methods of communication.

The budgeting method for the following item was based upon estimating the particular costs expected to be incurred for large equipment costs.

- h. Equipment (Cost over \$5000) Object Code: 6400 Movable personal property with an estimated useful life of over 1 year and a value greater than \$5000. This projection anticipates one large purchase per year with costs increasing with inflation.

4. Building Related Costs-Function 8100 (See Budget Overview for specific figures)

For costs related to function 8100 the “Cost per ADA plus inflation” method was used. (Adjustments to this method are noted.) This applies to the following categories of cost:

- a. Supplies Building (Cost less than \$500 per Unit) Object Code: 4300 Consumable materials and supplies.
- b. Equipment Building (Cost \$500 - \$4900) Object Code: 4400 Non-capitalized equipment.
- c. Operations/Housekeeping Object Code: 5500 Water, heating, power, light, pest control, etc.

The budgeting method for each of the following items is noted individually.

- d. Rentals, Leases, and Repairs Object Code: 5600 Rent/Leases paid and non-capitalized repairs. We intend to stay in our current facility of approximately 8000 square feet. We currently are on a month to month lease. Because of this we have projected an increase in rent of 2% per year to cover any possible increases that may result from a renegotiation of the lease which is anticipated.
- e. Contracted Services Object Code: 5800 Services rendered by personnel who are not employees
- f. Equipment (Cost over \$5000) Object Code: 6400 Movable personal property with an estimated useful life of over 1 year and a value greater than \$5000. A purchase of \$5000 is projected in 2023/24.

5. Facilities Construction - Function 8500 (Total \$0)

Our intention is to lease a facility therefore there are no costs in this category

6. Administrative Costs (Site Administration) - Function 2700 (See Budget Overview for specific figures.)

For costs related to function 2700 the “Cost per ADA plus inflation” method was used. (Adjustments to this method are noted.) This applies to the following categories of cost:

- a. Supplies Site Administration (Cost less than \$500 per Unit) Object Code: 4300 Consumable materials and supplies.
- b. Equipment Site Administration (Cost \$500 - \$4900) Object Code: 4400 Non-capitalized equipment.
- c. Conference and Travel Object Code: 5200
- d. Membership Fees Object Code: 5300 Membership fees for Charter School or employees.
- e. Contracted Services Object Code: 5800 Services rendered by personnel who are not employees. Not including the MCOE Business Service Fee noted below under Object Code 5800.

The budgeting method for each of the following items is noted individually.

- f. Contracted Services MCOE Business Service Fee Object Code: 5800 MCOE is split out here due to its organizational importance. These costs are Projected at 3.5% of LCFF revenue multiplied by 70% (this represents the Function 2700 portion of these costs).
 - g. Communications Object Code: 5900 Costs of telephone/internet/mail and other methods of communication. Used the “Average Per ADA plus inflation method” discussed above.
 - h. Equipment (Cost over \$5000) Object Code: 6400 Movable personal property with an estimated useful life of over 1 year and a value greater than \$5000. None are anticipated at this time.
7. **Health Services – Function 3140 – Contracted Services** (See Budget Overview for specific figures.)
- a. Used the “Average Per ADA plus inflation method” discussed above. These are nurse costs.
8. **Food Service – Function 4700** (See Budget Overview for specific figures.)
- a. This cost is a new cost required in 19/20 by law AB 1871. The cost estimation method is illustrated on the Revenue Projection Schedule.
9. **Administrative Cost - Function 7000 – General Administration** (See Budget Overview for specific figures.)
- a. Contracted Services – Auditors. Used the “Average Per ADA plus inflation method” discussed above.
 - b. Dues/Memberships – Estimated \$1500 for General Administrative portion of cost plus inflation thereafter.
 - c. Insurance - Used the “Average Per ADA plus inflation method” discussed above.

- d. FUSD Oversight Fee Object Code 5800 - This is based upon 1% of projected LCFF Revenues per year.
- e. Contracted Services - MCOE Business Service Fee Object Code: 5800 MCOE is split out here due to its organizational importance. These costs are Projected at 3.5% of LCFF revenue multiplied by 30% (this represents the Function 7000 portion of these costs).

10. Special Education - Function 7141

	2020-21	2021-22	2022-23	2023-24	2024-25	
	Amount	Amount	Amount	Amount	Amount	Notes
Certificated Salaries	\$ 61,296	\$ 62,804	\$ 64,373	\$ 64,373	\$ 65,597	SPED Coord (100% of allocation) and Other (50% of total cost)
Classified Salaries	\$ 1,393	\$ 1,422	\$ 1,460	\$ 1,499	\$ 1,544	Admin Endeavor allocation X percentage of SPED
Employer-paid Benefits	\$ 24,708	\$ 24,532	\$ 24,860	\$ 24,578	\$ 25,045	SPED Coord (100% of allocation) and Other (50% of total cost)
Books and Supplies	\$ 43,000	\$ 41,000	\$ 39,000	\$ 37,000	\$ 35,000	Anticipated Costs
Services and Operating Expenses	\$ 42,738	\$ 43,672	\$ 44,855	\$ 46,071	\$ 47,453	Includes Speech Therapist and Psych costs
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	
Total	\$173,134	\$173,431	\$ 174,548	\$ 173,521	\$ 174,638	
Charter SELPA Allocation	\$172,988	\$172,988	\$172,988	\$172,988	\$172,988	
General Fund Contribution	0.1%	0.3%	0.9%	0.3%	0.9%	
Sp Ed Pupil Count	19	19	19	19	19	
Cost per Pupil Count	\$ 9,112	\$ 9,128	\$ 9,187	\$ 9,133	\$ 9,191	

11. Revenue Less Expense (Total -\$16,908 for 20/21, \$161,398 for 21/22, \$152,479 for 22/23, \$201,577 for 23/24, and \$167,042 for 24/25)

- a. 20/21 - Revenue Less Expense totals (.67%) of Budgeted Expenditures.
- b. 21/22 - Revenue Less Expense totals 6.39% of Budgeted Expenditures.
- c. 22/23 - Revenue Less Expense totals 5.96% of Budgeted Expenditures.
- d. 23/24 - Revenue Less Expense totals 7.78% of Budgeted Expenditures.
- e. 24/25 - Revenue Less Expense totals 6.37% of Budgeted Expenditures.

12. Cash Flow Considerations – Inter-fund Transfer

Due to the funding timeline for new charter schools it is anticipated that an Inter-fund transfer coming into Endeavor Charter School of approximately \$600,000 will be required in July of 2020. This transfer will come from both Mountain Home School Charter in the amount of \$465,000 and Glacier High School Charter in the amount of \$135,000. This amount has already been set aside for this purpose. The payback of this transfer is projected to occur as follows:

- \$200,000 in 22/23
- \$200,000 in 24/24
- \$200,000 in 24/25

A request for a Charter School Revolving Loan Program loan may occur during the charter term. While this option may be useful and may occur, it is not considered necessary at this time.

Budget Narrative Appendix A - Revenue Projection Schedule

Revenue Categories	Year 1	Year 2	Year 3	Year 4	Year 5
	2020-21	2021-22	2022-23	2023-24	2024-25
State Aid Block Grant (LCFF)	8011	2,045,781	2,111,195	2,187,221	2,266,501
Education Protection Account "EPA" (LCFF)	8012	49,784	49,784	49,784	49,784
In Lieu Prop Tax (LCFF)	8096	243,187	243,187	243,187	243,187
Lottery (Instructional Materials)	8560	-	26,883	13,442	13,442
Lottery (for general instruction)		-	76,170	38,085	38,085
Mandate Block Grant	8550	-	5,667	5,667	5,667
One-time Funding	8550	-	-	-	-
Food Service AB 1871	8600-8799	-	-	-	-
Interest	8660	1,000	1,000	1,300	1,400
SPED Revenue	8600-8799	172,988	172,988	172,988	172,988
Total Revenue		2,512,741	2,686,875	2,711,574	2,790,954
LCFF Rev		2,338,752	2,404,166	2,480,192	2,559,472

Enrollment Projection	LCFF Assumptions				
	2020-21	2021-22	2022-23	2023-24	2024-25
Grades TK-3	96	96	96	96	96
Grades 4-6	71	71	71	71	71
Grades 7-8	37	37	37	37	37
Grades 9-12	50	50	50	50	50
	254	254	254	254	254

ADA Projection	ADA Assumptions				
	2020-21	2021-22	2022-23	2023-24	2024-25
Grades TK-3	94.08	94.08	94.08	94.08	94.08
Grades 4-6	69.58	69.58	69.58	69.58	69.58
Grades 7-8	36.26	36.26	36.26	36.26	36.26
Grades 9-12	49.00	49.00	49.00	49.00	49.00
	248.92	248.92	248.92	248.92	248.92

Annual COLA Per CDE as of 8/19	Annual COLA				
	2020-21	2021-22	2022-23	2023-24	2024-25
Augmentation	3.00%	2.80%	3.16%	3.20%	N/A
	0.0%	0.0%	0.0%	0.0%	N/A

Base Grants	Base Grants				
	2020-21	2021-22	2022-23	2023-24	2024-25
Grades TK-3	\$ 7,933	\$ 8,155	\$ 8,413	\$ 8,682	\$ 8,682
Grades 4-6	\$ 8,053	\$ 8,278	\$ 8,540	\$ 8,813	\$ 8,813
Grades 7-8	\$ 8,192	\$ 8,524	\$ 8,793	\$ 9,074	\$ 9,074
Grades 9-12	\$ 9,609	\$ 9,878	\$ 10,150	\$ 10,515	\$ 10,515

Grade Span Adjustment	Grade Span Adjustment				
	2020-21	2021-22	2022-23	2023-24	2024-25
Grades TK-3	\$ 825	\$ 848	\$ 875	\$ 903	\$ 903
Grades 9-12	\$ 250	\$ 257	\$ 265	\$ 273	\$ 273

In-Lieu Property Tax Projection						
Fresno Unified SD Local Revenue 2018-19	65,444,482.00					
Fresno Unified ADA 2018-19	66,987.27					
Per ADA	976.97	Local Revenue divided by ADA				

Per ADA	Per ADA				
	2020-21	2021-22	2022-23	2023-24	2024-25
Total Projected Annual In-Lieu Prop Tax	243,187.11	243,187.11	243,187.11	243,187.11	243,187.11

Lottery						
Calculated on Prior Year ADA						
Based on Lottery Commission Estimates for 2019-20	Plan Year	Op Year 1	Op Year 2	Op Year 3	Op Year 4	Amt Per ADA
	20/21 ADA	21/22 ADA	22/23 ADA	23/24 ADA	24/25 ADA	
Lottery (Instructional Materials) Prop 20	248.92	248.92	248.92	248.92	248.92	54.0
Lottery (for general instruction) Non-Prop 20	248.92	248.92	248.92	248.92	248.92	153.0

Received In Subsequent year with none in 1st Year of Op	Received In Subsequent year with none in 1st Year of Op				
	Op Year 1	Op Year 2	Op Year 3	Op Year 4	Op Year 5
	2020-21	2021-22	2022-23	2023-24	2024-25
Lottery (Instructional Materials)	\$ -	\$ 13,441.68	\$ 13,441.68	\$ 13,441.68	\$ 13,441.68
Lottery (General Instruction)	\$ -	\$ 38,084.76	\$ 38,084.76	\$ 38,084.76	\$ 38,084.76
Total	\$ -	\$ 51,526.44	\$ 51,526.44	\$ 51,526.44	\$ 51,526.44

Mandate Block Grant						
	20/21 ADA	21/22 ADA	22/23 ADA	23/24 ADA	24/25 ADA	Amt Per ADA
ADA K-8	199.92	199.92	199.92	199.92	199.92	\$ 16.86
ADA 9-12	49.00	49.00	49.00	49.00	49.00	\$ 46.87

Amount of Funding	Amount of Funding				
	2020-21	2021-22	2022-23	2023-24	2024-25
Amount of Funding K-8	\$ 3,370.65	\$ 3,370.65	\$ 3,370.65	\$ 3,370.65	\$ 3,370.65
Amount of Funding 9-12	\$ 2,296.63	\$ 2,296.63	\$ 2,296.63	\$ 2,296.63	\$ 2,296.63
Total	\$ 5,667.28	\$ 5,667.28	\$ 5,667.28	\$ 5,667.28	\$ 5,667.28

Food Service						
Based on 19-20 Eligibility rates	2020-21	2021-22	2022-23	2023-24	2024-25	
FRM Eligible Students Grades K-8	24.6%	248.92	248.92	248.92	248.92	248.92
FRM Eligible Students Grades 9-12	33.3%	19.39	19.39	19.39	19.39	19.39
Average of Total Population	31.2%					
Percentage actually utilizing breakfast plan 25%	7.8%					
Basic Breakfast Free \$1.84/Reduced Price \$1.54/Paid .31	Number of Lunches	19.39	19.39	19.39	19.39	19.39
Reimb. Rate based on 50% Free/50% Reduced	School Days	175.00	175.00	175.00	175.00	175.00
Average of Free and Reduced Price Reimbursement	Total Lunches	3,392.40	3,392.40	3,392.40	3,392.40	3,392.40
Payment per lunch	\$ 1.69	\$ -	\$ -	\$ -	\$ -	\$ -

Note: Not planning to seek reimbursement at this time. *19-20 Reimb Rate

Special Education Funding						
Based on Fresno County SELPA Funding Calculator	20/21 ADA	21/22 ADA	22/23 ADA	23/24 ADA	24/25 ADA	Amt Per ADA
ADA	248.92	248.92	248.92	248.92	248.92	\$ 594.96

Amount of Funding	Amount of Funding				
	2020-21	2021-22	2022-23	2023-24	2024-25
Amount of Funding	\$172,988	\$172,988	\$172,988	\$172,988	\$172,988

Endeavor Charter School 7/1/2020-6/30/2021
Cash Flow
 Year 1

		July	August	September	October	November	December	January	February	March	April	May	June	Accruals	Adjustments	TOTAL	EUDGET
A. BEGINNING CASH		-	487,620	324,736	44,329	717,853	514,490	294,804	503,445	283,759	294,767	301,197	295,181				
B. RECEIPTS																	
LCFF/Revenue Limit Sources																	
Principal Apport - State Aid	8011	-	-	-	756,939	-	-	368,241	-	184,120	184,120	184,120	184,120	184,120	-	2,045,781	2,045,781
Principal Apport - EPA	8012	-	-	-	12,446	-	-	12,446	-	-	12,445	-	-	12,446	-	49,784	49,784
Property Taxes	8020-8079	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
In Lieu Property Taxes	8060-8099	-	-	-	63,229	19,455	19,455	19,455	19,455	34,046	17,023	17,023	17,023	17,023	-	243,187	243,187
Federal Revenue	8100-8299	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other State Revenue - Lottery	8300-8599	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other State Revenue - Mandate BG	8300-8599	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Local Revenue - SPED	8600-8799	-	-	-	64,376	-	-	31,318	-	15,659	15,659	15,659	15,659	15,659	-	173,988	173,988
Other Local Revenue - Food Service	8600-8799	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Interfund Transfers In	8910-8923	600,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
All Other Financing Sources	8930-8973	-	-	-	-	-	-	-	-	-	-	-	-	-	-	600,000	-
TOTAL RECEIPTS		600,000	-	-	896,989	19,455	19,455	431,459	19,455	233,825	229,248	216,802	216,802	229,248	-	3,112,741	2,512,741
C. DISBURSEMENTS																	
Certificated Salaries	1000-1999	21,039	31,559	105,196	105,196	105,196	105,196	105,196	105,196	105,196	105,196	105,196	52,598	-	-	1,051,961	1,051,961
Classified Salaries	2000-2999	3,748	5,622	18,739	18,739	18,739	18,739	18,739	18,739	18,739	18,739	18,739	9,370	-	-	187,390	187,390
Employee Benefits	3000-3999	9,505	14,258	47,525	47,525	47,525	47,525	47,525	47,525	47,525	47,525	47,525	23,763	-	-	475,252	475,252
Books and Supplies	4000-4999	64,706	64,706	64,706	7,765	7,118	7,118	7,118	7,118	7,118	7,118	7,118	7,118	-	-	258,824	258,824
Food Expense	4000-4999	-	712	712	712	712	712	712	712	712	712	712	-	-	-	7,124	7,124
Services (including SPED)	5000-5999	10,882	43,528	43,528	43,528	43,528	59,851	43,528	59,851	43,528	43,528	43,528	65,292	-	-	544,097	544,097
Capital Outlay	6000-6599	2,500	2,500	-	-	-	-	-	-	-	-	-	-	-	-	5,000	5,000
Other Outgo	7000-7499	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Interfund Transfers Out	7600-7629	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
All Other Financing Uses	7630-7699	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL DISBURSEMENTS		112,380	162,884	280,406	223,465	222,818	239,141	222,818	239,141	222,818	222,818	222,818	158,139	-	-	2,529,648	2,529,648
D. BALANCE SHEET ITEMS																	
Assets																	
Prior Year Revenue Accruals																	
SUBTOTAL		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Liabilities																	
Prior Year Expense Accruals																	
SUBTOTAL		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Nonoperating																	
Suspense Clearing																	
TOTAL BALANCE SHEET ITEMS		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
E. NET INCREASE/DECREASE (B-C+D)		487,620	(162,884)	(280,406)	673,524	(203,363)	(219,686)	208,641	(219,686)	11,007	6,430	(6,016)	58,663	229,248	-	583,092	
F. ENDING CASH (A+E)		487,620	324,736	44,329	717,853	514,450	294,804	503,445	283,759	294,767	301,197	295,181	353,844				
G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS																583,092	

Year-to-Date Cash Flow	1-Year Period-to-Date Accrual to Cash	
Cash Received YTD	Revenue Less Expense	0.7%
2,883,492	(16,908)	
Cash Disbursed YTD	Less Cash Accrual as of 6/30/21	
2,529,648	(229,248)	
Net Cash Flow YTD		
353,844		
Adjustment for Interfund Transfer YTD	Interfund Transfer Balance	
(600,000)	600,000	
Net Cash Adjusted for Interfund Tr YTD	Net Cash Flow as of 6/30/21	
(246,156)	353,844	

Cash Flow

Year 2

		July	August	September	October	November	December	January	February	March	April	May	June	Accruals	Adjustments	TOTAL	BUDGET
A. BEGINNING CASH		353,844	451,767	407,936	257,205	245,461	216,519	165,334	212,268	161,084	236,758	307,253	346,084				
B. RECEIPTS																	
LCFF/Revenue Limit Sources																	
Principal Apport - State Aid	8011	-	88,881	88,881	160,029	160,029	160,029	160,029	160,029	226,531	226,531	226,531	226,531	227,165	-	2,111,195	2,111,195
Principal Apport - EPA	8012	-	-	-	10,952	-	-	10,952	-	-	15,433	-	-	12,446	-	49,784	49,784
Property Taxes	8020-8079	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
In Lieu Property Taxes	8080-8099	-	12,840	25,705	17,145	17,145	17,145	17,145	17,145	39,639	19,820	19,820	19,820	19,820	-	243,187	243,187
Federal Revenue	8100-8299	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other State Revenue - Lottery	8300-8599	-	-	-	-	-	-	70,591	-	-	16,231	-	-	16,231	-	103,053	103,053
Other State Revenue - Mandate BG	8300-8599	-	-	-	-	5,667	-	-	-	-	-	-	-	-	-	5,667	5,667
Other Local Revenue - SPED	8600-8799	-	7,655	7,655	13,745	13,745	13,745	13,745	13,745	18,008	18,008	18,008	18,008	17,921	-	173,988	173,988
Other Local Revenue - Food Service	8600-8799	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Interfund Transfers In	8910-8929	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
All Other Financing Sources	8930-8979	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL RECEIPTS		-	109,377	122,242	201,871	196,586	190,918	272,462	190,918	284,179	296,023	264,359	264,359	293,582	-	2,686,875	2,686,875
C. DISBURSEMENTS																	
Certificated Salaries	1000-1999	21,324	31,986	106,619	106,619	106,619	106,619	106,619	106,619	106,619	106,619	106,619	53,310	-	-	1,066,192	1,066,192
Classified Salaries	2000-2999	3,888	5,833	19,442	19,442	19,442	19,442	19,442	19,442	19,442	19,442	19,442	9,721	-	-	194,424	194,424
Employee Benefits	3000-3999	9,735	14,602	48,674	48,674	48,674	48,674	48,674	48,674	48,674	48,674	48,674	24,337	-	-	486,741	486,741
Rooks and Supplies	4000-4999	53,309	53,309	53,309	6,397	5,864	5,864	5,864	5,864	5,864	5,864	5,864	5,864	-	-	213,236	213,236
Food Expense	4000-4999	-	727	727	727	727	727	727	727	727	727	727	-	-	-	7,267	7,267
Services (including SPED)	5000-5999	11,050	44,201	44,201	44,201	44,201	60,777	44,201	60,777	44,201	44,201	44,201	66,302	-	-	552,517	552,517
Capital Outlay	6000-6599	2,550	2,550	-	-	-	-	-	-	-	-	-	-	-	-	5,100	5,100
Other Outgo	7000-7499	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Interfund Transfers Out	7600-7629	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
All Other Financing Uses	7630-7699	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL DISBURSEMENTS		101,856	153,208	272,973	226,061	225,528	242,103	225,528	242,103	225,528	225,528	225,528	159,534	-	-	2,525,476	2,525,476
D. BALANCE SHEET ITEMS																	
Assets																	
Prior Year Revenue Accruals	229,248	199,779	-	-	12,446	-	-	-	-	17,023	-	-	-	-	-	-	-
SUBTOTAL	229,248	199,779	-	-	12,446	-	-	-	-	17,023	-	-	-	-	-	229,248	-
Liabilities																	
Prior Year Expense Accruals	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SUBTOTAL	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Nonoperating																	
Suspense Clearing	229,248	199,779	-	-	12,446	-	-	-	-	17,023	-	-	-	-	-	-	-
TOTAL BALANCE SHEET ITEMS	229,248	199,779	-	-	12,446	-	-	-	-	17,023	-	-	-	-	-	229,248	-
E. NET INCREASE/DECREASE (B-C+D)		229,248	97,923	(43,831)	(150,751)	(11,744)	(28,942)	(51,185)	46,934	(51,185)	75,574	70,495	38,881	104,825	293,582	-	390,547
F. ENDING CASH (A+E)		451,767	407,936	257,205	245,461	216,519	165,334	212,268	161,084	236,758	307,253	346,084	450,908				
G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS																	
																744,490	

Year-To-Date Cash Flow		2-Year Period-to-Date Accrual to Cash	
Cash Received YTD	2,622,541	Revenue Less Expense	144,490
Cash Disbursed YTD	2,525,476	Less Cash Accrual as of 6/30/22	(293,582)
Net Cash Flow YTD	97,065	Accum. Net Fund Balance	Divided by Annual Expense
Adjustment for Interfund Transfer YTD	-	Interfund Transfer Balance	600,000
Net Cash Adjusted for Interfund Tr YTD	97,065	Net Cash Flow as of 6/30/22	450,908

Endeavor Charter School 7/1/2022-6/30/2023
Cash Flow Year 3

		July	August	September	October	November	December	January	February	March	April	May	June	Accruals	Adjustments	TOTAL	BUDGET
A. BEGINNING CASH		450,908	592,511	548,810	396,884	412,490	385,144	335,262	329,432	279,550	364,860	435,495	481,166				
B. RECEIPTS																	
LCFF/Revenue Limit Sources																	
Principal Apport - State Aid	8011	-	91,426	91,426	164,479	164,479	164,479	164,479	164,479	236,220	236,220	236,220	236,220	287,095	-	2,187,221	2,187,221
Principal Apport - EPA	8012	-	-	-	10,952	-	-	10,952	-	-	15,433	-	-	12,446	-	49,784	49,784
Property Taxes	8020-8079	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
In Lieu Property Taxes	8080-8099	-	12,840	25,705	17,145	17,145	17,145	17,145	17,145	39,639	19,820	19,820	19,820	-	-	243,187	243,187
Federal Revenue	8100-8299	-	-	-	-	-	-	-	-	-	-	-	-	19,820	-	-	-
Other State Revenue - Lottery	8300-8599	-	-	-	9,532	-	-	15,231	-	-	-	-	-	-	-	-	-
Other State Revenue - Mandate BG	8300-8599	-	-	-	-	5,667	-	-	-	-	9,532	-	-	16,231	-	51,526	51,526
Other Local Revenue - SPED	8600-8799	-	7,664	7,664	13,761	13,761	13,761	13,761	13,761	18,029	18,029	18,029	18,029	-	-	5,667	5,667
Other Local Revenue - Food Service	8600-8799	-	-	-	-	-	-	-	-	-	-	-	-	-	-	174,188	174,188
Interfund Transfers In	8910-8929	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
All Other Financing Sources	8930-8979	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL RECEIPTS		-	111,930	124,795	215,869	201,052	195,385	222,568	195,385	293,888	299,034	274,068	274,068	303,533	-	2,711,574	2,711,574
C. DISBURSEMENTS																	
Certificated Salaries	1000-1999	21,547	32,320	107,734	107,734	107,734	107,734	107,734	107,734	107,734	107,734	107,734	53,867	-	-	1,077,341	1,077,341
Classified Salaries	2000-2999	3,966	5,950	19,832	19,832	19,832	19,832	19,832	19,832	19,832	19,832	19,832	9,916	-	-	198,323	198,323
Employee Benefits	3000-3999	9,827	14,740	49,134	49,134	49,134	49,134	49,134	49,134	49,134	49,134	49,134	24,567	-	-	491,341	491,341
Books and Supplies	4000-4999	54,296	54,296	54,296	5,515	5,973	5,973	5,973	5,973	5,973	5,973	5,973	5,973	-	-	217,183	217,183
Food Expense	4000-4999	-	741	741	741	741	741	741	741	741	741	741	741	-	-	7,412	7,412
Services (Including SPED)	5000-5999	11,246	44,983	44,983	44,983	44,983	61,852	44,983	61,852	44,983	44,983	44,983	67,475	-	-	562,293	562,293
Capital Outlay	6000-6599	2,601	2,601	-	-	-	-	-	-	-	-	-	-	-	-	5,202	5,202
Other Outgo	7000-7499	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Interfund Transfers Out	7600-7629	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
All Other Financing Uses	7630-7699	-	-	-	-	-	-	-	-	-	-	-	200,000	-	-	200,000	-
TOTAL DISBURSEMENTS		103,483	155,632	276,721	228,941	228,398	245,267	228,398	245,267	228,398	228,398	228,398	361,798	-	-	2,759,095	2,559,095
D. BALANCE SHEET ITEMS																	
Assets																	
Prior Year Revenue Accruals		293,582	245,085	-	28,677	-	-	-	-	19,820	-	-	-	-	-	-	-
SUBTOTAL		293,582	245,085	-	28,677	-	-	-	-	19,820	-	-	-	-	-	293,582	-
Liabilities																	
Prior Year Expense Accruals		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SUBTOTAL		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Nonoperating																	
Suspense Clearing		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL BALANCE SHEET ITEMS		293,582	245,085	-	28,677	-	-	-	-	19,820	-	-	-	-	-	293,582	-
E. NET INCREASE/DECREASE (B-C+D)		293,582	141,603	(43,701)	(151,926)	15,806	(27,346)	(49,882)	(5,830)	(49,882)	85,310	70,636	45,670	(87,790)	303,533	-	246,061
F. ENDING CASH (A+E)		592,511	548,810	396,884	412,490	385,144	335,262	329,432	279,550	364,860	435,496	481,165	393,437				
G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS																	695,969

Year-To-Date Cash Flow		3-Year Period-to-Date Accrual to Cash		
Cash Received YTD	2,701,623	Revenue Less Expense	295,969	11.6%
Cash Disbursed YTD	2,759,095	Less Cash Accrual as of 6/30/23	(303,533)	Accum. Net Fund Balance Divided by Annual Expense
Net Cash Flow YTD	(57,472)			
Adjustment for Interfund Transfer YTD	200,000	Interfund Transfer Balance	400,000	
Net Cash Adjusted for Interfund Trf YTD	142,528	Net Cash Flow as of 6/30/23	393,437	

Cash Flow

Year 4

		July	August	September	October	November	December	January	February	March	April	May	June	Accruals	Adjustments	TOTAL	BUDGET
A. BEGINNING CASH		393,437	541,028	496,066	344,505	363,996	340,546	294,324	292,389	246,167	337,975	415,109	467,278				
B. RECEIPTS																	
LCFF/Revenue Limit Sources																	
Principal Apport - State Aid	8011	-	94,740	94,740	170,441	170,441	170,441	170,441	170,441	244,782	244,782	244,782	244,782	245,689	-	2,256,501	2,266,501
Principal Apport - EPA	8012	-	-	-	10,952	-	-	10,952	-	-	15,433	-	-	12,446	-	49,784	49,784
Property Taxes	8020-8079	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
In Lieu Property Taxes	8080-8099	-	12,840	25,705	17,145	17,145	17,145	17,145	17,145	39,639	19,820	19,820	19,820	19,820	-	243,187	243,187
Federal Revenue	8100-8299	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other State Revenue - Lottery	8300-8599	-	-	-	9,532	-	-	16,231	-	-	9,532	-	-	16,231	-	51,526	51,526
Other State Revenue - Mandate BG	8300-8599	-	-	-	-	5,667	-	-	-	-	-	-	-	-	-	5,667	5,667
Other Local Revenue - SPED	8600-8799	-	7,669	7,669	13,769	13,769	13,769	13,769	13,769	18,039	18,039	18,039	18,039	17,952	-	174,288	174,288
Other Local Revenue - Food Service	8600-8799	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Interfund Transfers In	8910-8929	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
All Other Financing Sources	8930-8979	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL RECEIPTS		-	115,249	128,113	221,839	207,022	201,354	228,538	201,354	302,460	307,606	282,641	282,641	312,137	-	2,790,954	2,790,954
C. DISBURSEMENTS																	
Certificated Salaries	1000-1999	21,663	32,494	108,314	108,314	108,314	108,314	108,314	108,314	108,314	108,314	108,314	54,157	-	-	1,083,139	1,083,139
Classified Salaries	2000-2999	4,047	6,070	20,235	20,235	20,235	20,235	20,235	20,235	20,235	20,235	20,235	10,117	-	-	202,346	202,346
Employee Benefits	3000-3999	9,895	14,843	49,476	49,476	49,476	49,476	49,476	49,476	49,476	49,476	49,476	24,738	-	-	494,758	494,758
Books and Supplies	4000-4999	55,284	55,284	55,284	6,634	6,081	6,081	6,081	6,081	6,081	6,081	6,081	6,081	-	-	221,135	221,135
Food Expense	4000-4999	-	756	756	756	756	756	756	756	756	756	756	-	-	-	7,560	7,560
Services (Including SPED)	5000-5999	11,403	45,611	45,611	45,611	45,611	62,715	45,611	62,715	45,611	45,611	45,611	68,416	-	-	570,133	570,133
Capital Outlay	6000-6599	5,153	5,153	-	-	-	-	-	-	-	-	-	-	-	-	10,306	10,306
Other Outgo	7000-7499	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Interfund Transfers Out	7600-7629	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
All Other Financing Uses	7630-7699	-	-	-	-	-	-	-	-	-	-	-	200,000	-	-	200,000	-
TOTAL DISBURSEMENTS		107,444	160,211	279,675	231,025	230,472	247,576	230,472	247,576	230,472	230,472	230,472	363,509	-	-	2,789,377	2,589,377
D. BALANCE SHEET ITEMS																	
Assets																	
Prior Year Revenue Accruals	303,533	255,036	-	28,677	-	-	-	-	19,820	-	-	-	-	-	-	-	-
SUBTOTAL		303,533	255,036	-	28,677	-	-	-	19,820	-	-	-	-	-	-	303,533	-
Liabilities																	
Prior Year Expense Accruals	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SUBTOTAL		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Nonoperating																	
Suspense Clearing	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL BALANCE SHEET ITEMS		303,533	255,036	-	28,677	-	-	-	19,820	-	-	-	-	-	-	303,533	-
E. NET INCREASE/DECREASE (B-C+D)		303,533	147,592	(44,962)	(151,561)	19,491	(23,451)	(46,222)	(1,935)	(46,222)	91,808	77,134	52,169	(80,869)	312,137	-	305,110
F. ENDING CASH (A+E)		541,028	496,066	344,505	363,996	340,546	294,324	292,389	246,167	337,975	415,109	467,278	385,409				
G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS																698,546	

Year-To-Date Cash Flow		4-Year Period-to-Date Accrual to Cash		
Cash Received YTD	2,782,350	Revenue Less Expense	498,546	19.3%
Cash Disbursed YTD	2,789,377	Less Cash Accrual as of 6/30/24	(312,137)	
Net Cash Flow YTD	(7,027)			Accum. Net Fund Balance Divided by Annual Expense
Adjustment for Interfund Transfer YTD	200,000	Interfund Transfer Balance	200,000	
Net Cash Adjusted for Interfund Trf YTD	192,973	Net Cash Flow as of 6/30/24	386,409	

Endeavor Charter School
Cash Flow
 Year 5

7/1/2024-6/30/2025

			July	August	September	October	November	December	January	February	March	April	May	June	Accruals	Adjustments	TOTAL	BUDGET
A. BEGINNING CASH			386,409	543,356	498,308	342,394	358,406	331,486	281,511	276,107	226,132	314,473	388,140	436,841				
B. RECEIPTS																		
LCFF/Revenue Limit Sources																		
Principal Apport - State Aid	8011		-	94,740	94,740	170,441	170,441	170,441	170,441	170,441	244,782	244,782	244,782	244,782	245,689	-	2,266,501	2,266,501
Principal Apport - EPA	8012		-	-	-	10,952	-	-	10,952	-	-	15,433	-	-	12,446	-	49,784	49,784
Property Taxes	8020-8079		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
In Lieu Property Taxes	8080-8099		-	12,840	25,705	17,145	17,145	17,145	17,145	17,145	39,639	19,820	19,820	19,820	19,820	-	243,187	243,187
Federal Revenue	8100-8299		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other State Revenue - Lottery	8300-8599		-	-	-	9,532	-	-	16,231	-	-	9,532	-	-	16,231	-	51,526	51,526
Other State Revenue - Mandate BG	8300-8599		-	-	-	-	5,667	-	-	-	-	-	-	-	-	-	5,667	5,667
Other Local Revenue - SPED	8600-8799		-	7,673	7,673	13,777	13,777	13,777	13,777	13,777	18,049	18,049	18,049	18,049	17,962	-	174,388	174,388
Other Local Revenue - Food Service	8600-8799		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Interfund Transfers In	8910-8929		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
All Other Financing Sources	8930-8979		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL RECEIPTS			-	115,253	128,118	221,847	207,030	201,362	228,546	201,362	302,471	307,616	282,651	282,651	312,147	-	2,791,054	2,791,054
C. DISBURSEMENTS																		
Certificated Salaries	1000-1999		21,960	32,940	109,801	109,801	109,801	109,801	109,801	109,801	109,801	109,801	109,801	54,900	-	-	1,098,005	1,098,005
Classified Salaries	2000-2999		4,166	6,249	20,830	20,830	20,830	20,830	20,830	20,830	20,830	20,830	20,830	10,415	-	-	208,298	208,298
Employee Benefits	3000-3999		9,998	14,998	49,992	49,992	49,992	49,992	49,992	49,992	49,992	49,992	49,992	24,996	-	-	499,920	499,920
Books and Supplies	4000-4999		56,271	56,271	55,271	6,753	6,190	6,190	6,190	6,190	6,190	6,190	6,190	6,190	-	-	225,085	225,085
Food Expense	4000-4999		-	771	771	771	771	771	771	771	771	771	771	-	-	-	7,711	7,711
Services (including SPED)	5000-5999		11,592	46,366	46,366	46,366	46,366	63,754	46,366	63,754	46,366	46,366	46,366	69,550	-	-	579,580	579,580
Capital Outlay	6000-6599		2,706	2,706	-	-	-	-	-	-	-	-	-	-	-	-	5,412	5,412
Other Outgo	7000-7499		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Interfund Transfers Out	7600-7629		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
All Other Financing Uses	7690-7699		-	-	-	-	-	-	-	-	-	-	-	200,000	-	-	200,000	-
TOTAL DISBURSEMENTS			106,693	160,302	284,031	234,512	233,950	251,337	233,950	251,337	233,950	233,950	233,950	366,051	-	-	2,824,012	2,624,012
D. BALANCE SHEET ITEMS																		
<u>Assets</u>																		
Prior Year Revenue Accruals		312,137	263,640	-	-	28,677	-	-	-	-	19,820	-	-	-	-	-	-	-
SUBTOTAL		312,137	263,640	-	-	28,677	-	-	-	-	19,820	-	-	-	-	-	-	312,137
<u>Liabilities</u>																		
Prior Year Expense Accruals		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SUBTOTAL		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<u>Nonoperating</u>																		
Suspense Clearing																		
TOTAL BALANCE SHEET ITEMS		312,137	263,640	-	-	28,677	-	-	-	-	19,820	-	-	-	-	-	-	312,137
E. NET INCREASE/DECREASE (B-C+D)		312,137	156,947	(45,048)	(155,913)	16,012	(26,920)	(49,975)	(5,404)	(49,975)	88,341	73,567	48,701	(83,400)	312,147	-	279,179	-
F. ENDING CASH (A+E)			543,356	493,308	342,394	358,406	331,486	281,511	276,107	226,132	314,473	388,140	436,841	353,441				
G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS																		665,589

Year-To-Date Cash Flow		5-Year Period-to-Date Accrual to Cash	
Cash Received YTD	2,791,044	Revenue Less Expense	665,589
Cash Disbursed YTD	2,824,012	Accum. Net Fund Balance	(312,147)
Net Cash Flow YTD	(32,968)	Divided by Annual Expense	-
Adjustment for Interfund Transfer YTD	200,000	Interfund Transfer Balance	-
Net Cash Adjusted for Interfund Trf YTD	167,032	Net Cash Flow as of 6/30/25	353,441

Schedule of Cash Flow Assumptions

2020/21 Operating Year 1 Revenue

Revenue	July	August	September	October	November	December	January	February	March	April	May	June	Accruals	Total	Comment
State Aid	0.00%	0.00%	0.00%	37.00%	0.00%	0.00%	18.00%	0.00%	9.00%	9.00%	9.00%	9.00%	9.00%	100.00%	Statutory payment schedule with delay in initial payment until October
EPA	0.00%	0.00%	0.00%	25.00%	0.00%	0.00%	25.00%	0.00%	0.00%	25.00%	0.00%	0.00%	25.00%	100.00%	Statutory payment schedule
In Lieu Property Taxes	0.00%	0.00%	0.00%	26.00%	8.00%	8.00%	8.00%	8.00%	14.00%	7.00%	7.00%	7.00%	7.00%	100.00%	Regular payment schedule with delay until October for 1st payment
Lottery	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	No Lottery payments in first year.
Mandate Block Grant	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	No Mandate Block Grant Payments in first year.
SPED	0.00%	0.00%	0.00%	37.00%	0.00%	0.00%	18.00%	0.00%	9.00%	9.00%	9.00%	9.00%	9.00%	100.00%	Regular payment schedule with delay until October for 1st payment
Food Service	0.00%	0.00%	0.00%	0.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	20.00%	100.00%	Assumes equal monthly payments; two month delay

2021/22 Operating Year 2 Revenue

Revenue	July	August	September	October	November	December	January	February	March	April	May	June	Accruals	Total	Comment
State Aid	0.00%	4.21%	4.21%	7.58%	7.58%	7.58%	7.58%	7.58%	10.73%	10.73%	10.73%	10.73%	10.76%	100.00%	Statutory payment schedule adjusted for ADA growth received March through June.
EPA	0.00%	0.00%	0.00%	22.00%	0.00%	0.00%	22.00%	0.00%	0.00%	31.00%	0.00%	0.00%	25.00%	100.00%	Statutory payment schedule with adjustment for ADA growth payment in April
In Lieu Property Taxes	0.00%	5.28%	10.57%	7.05%	7.05%	7.05%	7.05%	7.05%	16.30%	8.15%	8.15%	8.15%	8.15%	100.00%	Regular payment schedule with increase in March through June for ADA growth.
Lottery	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	68.50%	0.00%	0.00%	15.75%	0.00%	0.00%	15.75%	100.00%	1st year amount plus 1st quarter of 2nd year in December. October and accrual reflect remainder owed.
Mandate Block Grant	0.00%	0.00%	0.00%	0.00%	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%	Whole amount owed paid in November. Based on prior year ADA.
SPED	0.00%	4.40%	4.40%	7.90%	7.90%	7.90%	7.90%	7.90%	10.35%	10.35%	10.35%	10.35%	10.30%	100.00%	Regular payment schedule with increase in March through June for ADA growth.
Food Service	0.00%	0.00%	0.00%	0.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	20.00%	100.00%	2 month delay in receiving reimbursements for food service costs

2022/23 - 2024/25 Operating Years 3 - 5 Revenue

Revenue	July	August	September	October	November	December	January	February	March	April	May	June	Accruals	Total	Comment
State Aid	0.00%	4.18%	4.18%	7.52%	7.52%	7.52%	7.52%	7.52%	10.80%	10.80%	10.80%	10.80%	10.84%	100.00%	Statutory payment schedule adjusted for ADA growth received March through June.
EPA	0.00%	0.00%	0.00%	22.00%	0.00%	0.00%	22.00%	0.00%	0.00%	31.00%	0.00%	0.00%	25.00%	100.00%	Statutory payment schedule with adjustment for ADA growth payment in April
In Lieu Property Taxes	0.00%	5.28%	10.57%	7.05%	7.05%	7.05%	7.05%	7.05%	16.30%	8.15%	8.15%	8.15%	8.15%	100.00%	Regular payment schedule with increase in March through June for ADA growth.
Lottery	0.00%	0.00%	0.00%	18.50%	0.00%	0.00%	31.50%	0.00%	0.00%	18.50%	0.00%	0.00%	31.50%	100.00%	Prop 20 (restricted) paid in June/Sept and Non-Prop 20 (unrestricted) paid each quarter
Mandate Block Grant	0.00%	0.00%	0.00%	0.00%	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%	Whole amount owed paid in November. Based on prior year ADA.
SPED	0.00%	4.40%	4.40%	7.90%	7.90%	7.90%	7.90%	7.90%	10.35%	10.35%	10.35%	10.35%	10.30%	100.00%	Regular payment schedule with increase in March through June for ADA growth.
Food Service	0.00%	0.00%	0.00%	0.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	20.00%	100.00%	Assumes equal monthly payments; two month delay

2020/21 - 2024/25 All Operating Years Expenses

Expenses	July	August	September	October	November	December	January	February	March	April	May	June	Accruals	Total	Comment
Certificated Salaries	2.00%	3.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	5.00%	0.00%	100.00%	Based on most costs in September through May and remainder in other months
Classified Salaries	2.00%	3.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	5.00%	0.00%	100.00%	Based on most costs in September through May and remainder in other months
Employee Benefits	2.00%	3.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	5.00%	0.00%	100.00%	Based on most costs in September through May and remainder in other months
Books and Supplies	25.00%	25.00%	25.00%	3.00%	2.75%	2.75%	2.75%	2.75%	2.75%	2.75%	2.75%	2.75%	0.00%	100.00%	75% of costs in first three months of FY, remainder divided equally among the other months
Services (Including Audit/Insurance)	2.00%	8.00%	8.00%	8.00%	8.00%	11.00%	8.00%	11.00%	8.00%	8.00%	8.00%	12.00%	0.00%	100.00%	December, Feb and June with spikes for Audit and Insurance costs, other costs spread out
Food Service	0.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	0.00%	0.00%	100.00%	Assumes equal monthly costs August through May conservatively
Business Services/Oversight Fees	0.00%	0.00%	25.00%	0.00%	0.00%	25.00%	0.00%	0.00%	25.00%	0.00%	0.00%	25.00%	0.00%	100.00%	Based on quarterly charges
Capital Outlay	50.00%	50.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%	Front loaded in first 2 months of fiscal year conservatively

Endeavor Charter School
Facilities Plan

Overview:

This is a general description of our current facility which meets our current and anticipated need.
The current facility is located at 777 and 723 West Shaw, Fresno CA 93704.

Facility Needs:

Based upon the number of students, teachers, classes, and class schedule, we estimate that we need approximately 8000 square feet. The space will be comprised of the following:

6 classrooms of approximately 300 to 500 sf per classroom	2700	sf
1 Library of approximately 500 sf	500	sf
1 Parent/Student resource room approximately 200 sf	200	sf
18 Teacher office spaces of approximately 100 sf per office	1800	sf
2 School Site Administrator Offices of approximately 120 sf per office	440	sf
Staff Lounge areas of approximately 200 sf	200	sf
6 Bathrooms of approximately 50 sf per bathroom	300	sf
1 Reception area of approximately 400 sf	400	sf
1 Additional reception area of approximately 200 sf	200	sf
Custodial storage areas of approximately 100 sf	100	sf
Curriculum storage areas of approximately 500 SF	500	sf
General Supply rooms of approximately 150 sf	150	sf
Circulation/Hallways	500	sf
Total	7990	sf

Outside/Recreational Space:

A general landscaped open spaces of approximately 1500 square feet.

Parking Facilities:

Number of parking spaces required:

Number of Staff: 20* *Maximum onsite at any 1 time

Students: 300*/20=15 *Based on Charter Year 4 Maximum ADA Projected

Total: 35

Parking Area Square Feet Required:

65 Feet Wide by (35 X.5=17.5X9=157.5) 65 X 157.5 = 10,237.5 SF (approximately 1/4 acre) of parking

Parking Space minimum is 18 x 9 normal 18+18+26 aisle = 62 using 65 for curbs bumpers etc. Code says 1 space per employee and 1 for each 20 students.

Endeavor Charter School

Additional Facility Plan

Overview:

This is a general description of our proposed facility which meets our anticipated need. **The prospective facility is located at 50 E. Santa Ana Ave., Fresno CA 93704.**

Facility Needs:

Based upon the number of students, teachers, classes, and class schedule, we estimate that we need approximately 7500 - 8000 square feet. The space will be comprised of the following:

5 classrooms of approximately 600 sf per classroom		
3000 sf		
1 Parent/Student curriculum room approximately 500 sf		
500 sf		
2 Divided Rooms for Teacher office spaces of approximately 450 sf	900 sf	
4 Bathrooms of approximately 250 sf per bathroom		
1000 sf		
1 Reception area of approximately 200 sf		
200 sf		
1 Storage area of approximately 200 sf		
200 sf		
1 Shared Conference Space approximately 990 sf		
990 sf		
Custodial storage areas of approximately 300 sf		
350 sf		
Circulation/Hallways		
750 sf		
	Total	7,890 sf

Outside/Recreational Space:

A general open field space of approximately 30,000 square feet.
A playground with structures of approximately 9,000 square feet.

Parking Facilities:

Currently marked with concrete curb bumpers
117 General use and marked spaces available
9 Accessible Parking Spaces

With a 9' standard for parking spaces, this equates to 1,134 linear feet with approx. 20' wide access ways

4897-6256-0616, v. 2

**RESOLUTION OF THE BOARD OF DIRECTORS
WESTERN SIERRA CHARTER SCHOOLS
A California Public Benefit Corporation
Resolution No. #2025-2026-01**

RESOLUTION AUTHORIZING CHARTER MATERIAL REVISION

WHEREAS, the Board of Directors (“Board”) of Western Sierra Charter Schools, which operates Endeavor Charter School (“ECS” or “the Charter School”), finds it in the best interest of the Charter School and in furtherance of its educational and public purposes to submit a material revision of the ECS charter as authorized by the Fresno Unified School District (the “District”) and provided for in Education Code Section 47607; and

WHEREAS, the Board has reviewed a request for material revision and supporting documentation (“Material Revision”) to enter a lease at 50 E. Santa Ana Ave., Fresno, CA 93704 to expand the Charter School’s operations and better serve the current enrollment; and

WHEREAS, the District requires the Charter School to submit a request for material revision for the above desired property lease, as well as evidence that the Board has authorized the Charter School to submit the request for material revision and supporting documentation.

NOW THEREFORE BE IT RESOLVED, that the Board of Directors hereby approves the submission and authorizes the Charter School’s leadership to submit a request for material revision and supporting documentation to the District taking effect upon successful completion of the lease to further fulfill the mission and vision of the Charter School.

* * *

PASSED AND ADOPTED by the Western Sierra Charter Schools Board of Directors on this 29th day of October, 2025.

AYES: 5

NOES: 0

ABSTAIN: 0

ABSENT: 0



(Mary Mello)



Kody Hoigs



Holli Shipp, Secretary
Western Sierra Charter Schools Board of Directors



Lisa Patzkowsky

Material Revision Petitioner Certification Form

(TO BE USED FOR A REQUEST FOR MATERIAL REVISION TO A FRESNO UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION-AUTHORIZED CHARTER)

This form constitutes the petitioner's signed certification that the petitioner deems the petition to be complete for purposes of commencing the timelines, as specified in Education Code §47605(b).


(MUST BE COMPLETED AND SIGNED BY PETITIONER)

Instructions to Lead Petitioner
1. Complete and sign this Petitioner Certification Form.
2. Submit the completed Material Revision per the Charter School Petition Material Revision instructions and all other required documents with the charter petition to Fresno Unified School District – Charter Office.

<i>(A) The petition includes a reasonably comprehensive description of any new requirement of charter schools enacted into law after the charter was originally granted or last renewed and has been updated as necessary to reflect the current program offered by the charter school.</i>	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
<i>(B) The petition includes the requested material changes to the charter, including but not limited to: changes in location and changes in grades served.</i>	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
<i>(C) The petition includes a redlined version indicating all changes to the petition from when the petition was originally granted or last renewed. (See page 8 of Charter School Petition Material Revision for formatting instructions prior to submission).</i>	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
<i>(D) The petition includes all other required documents listed within the Charter School Petition Material Revision Instructions beginning with a letter addressed to the Fresno Unified School District Board of Education requesting a material revision to the charter. (See pages 5 and 6 of Charter School Petition Material Revision instructions prior to submission).</i>	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO

I hereby certify in accordance with Education Code Section 47605(b) that the attached petition, including any appendices and attachments, is deemed complete and the terms of this certification form are true and correct. I understand and acknowledge that failure to provide accurate or complete information may subject the materially revised charter to denial or revocation if later discovered and the omission/inaccuracy is material.

Name of Charter School: ENDEAVOR CHARTER SCHOOL

<u>MICHAEL COX</u>	<u>11/3/2025</u>	
Name & Title of Lead Petitioner	DATE	Signature of Lead Petitioner

<u>Felicia Olais, Director</u>	<u>11-3-25</u>	
Name & Title of Fresno Unified Personnel Receiving Petition	DATE	Signature of Fresno Unified Personnel Receiving Petition

RECEIVED DATE STAMP: RECEIVED

NOV 03 2025