



**INSPIRE CHARTER SCHOOLS**

1740 Huntington Drive #205, Duarte, California 91010  
Phone (626) 932-1802 \* Fax (626) 932-1804

**Regular Board Meeting  
Clarksville Charter School  
December 9, 2017 - 10:00 am - 12:00 pm  
3840 Rosin Court # 200  
Sacramento, CA 95834**

**AGENDA**

1. Call to Order
2. Public Comment
3. Approval of Minutes
4. Instructional Funds Policy- Educational Travel
5. Review of July-October Financials
6. SELPA Resolution and Participation Agreement
7. Adjournment

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

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



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Regular Board Meeting- Clarksville Charter School

October 1, 2017 – 9:30 am- 10:00 a.m.

3411 Lake Tahoe Blvd

South Lake Tahoe, CA 96150

Attendance: Emily Allen, Katie Burwell

Absent: Mollie Haycock

Also Present: Nick, Nichols, Kimmi Buzzard, Shari Erlendson, Bryanna Brossman, Giovanna Arzaga, Cris Acala, Shannon Carpenter, Julie Haycock, Chris Williams, Spencer Styles and Greg Bordo

**Call to Order:**

Emily Allen called the meeting to order at 9:46 am.

**Public Comments:**

None

**Election of Officers:**

Emily Allen motioned to adopt the election of officers as stated for Inspire Charter School-North Board. Katie Burwell seconded. -Unanimous.

**Adoption of ByLaws:**

Emily Allen motioned to adopt the Bylaws. Katie Burwell seconded. -Unanimous.

**CSC Acknowledgement Resolutions for the Sale of Receivables:**

Upon motion duly made, seconded and unanimously approved, the resolutions attached to these minutes and incorporated herein by this reference are hereby adopted. Emily Allen motioned.

Katie Burwell seconded. -Unanimous.

**Fiscal Policy and Procedures:**

Emily Allen motioned to approve the Fiscal Policy and Procedures with the change of the check signer from Diane Beran to Edward Robillard. Katie Burwell seconded. -Unanimous.

**Interschool Loan Policy:**

Emily Allen motioned to approve the Interschool Loan Policy. Katie Burwell seconded. -Unanimous.



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**Year-End 16/17 Financials:**

Clarksville Charter School is a new charter and did not have any Year-End Financials to accept.

**Adjournment:**

Emily Allen motioned to adjourn the meeting at 10:08 am. Katie Burwell seconded.

-Unanimous.

Prepared By:

Bryanna Brossman

Noted By:

Katie Burwell

Board Secretary

## Curriculum and Enrichment Funds Policy

Clarksville Charter School is committed to giving students the same opportunities that are offered at non-charter district schools. District schools often provide opportunities for music, art, sports, field trips, and other ways to extend the learning experience.

**The purpose of the Clarksville Charter School Governing Board approving this Curriculum and Enrichment Funds Policy is to accomplish the following:**

1. Establish Assurances & Procedural Safeguards
2. Determine Specific Funding Amount
3. Clarify What Funds Can Be Used For
4. Clarify When Funds Can Be Used
5. Identify Non-Consumable Category Groups
6. Authorize Establishment of Lending Libraries

**1. Establish Assurances & Procedural Safeguards:** The school will use a system with multiple checks and internal controls to ensure all instructional funds are utilized appropriately and lawfully.

Ordering Process:

- i. Parent requests curriculum, service/class, and or product through the Enrichment Centre (in-house, online ordering system).
- ii. Teacher consistent with Clarksville Charter School's policies and procedures reviews and determines whether or not the requested item has appropriate educational value and prior to approval, will ensure the service or product is nonsectarian in nature in accordance with Ed. Code 47605(d)(1), which states, "a charter school shall be nonsectarian in its programs,..., and all other operations".
- iii. Enrichment staff member also ensures that the requested item is evaluated for appropriate educational value and prior to approval, ensures that the service or product is nonsectarian in nature in accordance with Ed. Code 47605(d)(1), which states, "a charter school shall be nonsectarian in its programs,..., and all other operations".

**2. Determine Specific Funding Amount:** The funding amount for the 2016-2017 school year will be \$2,600 for TK-8<sup>th</sup> students and \$2,800 for 9-12<sup>th</sup> students. The families' chosen curriculum is deducted from the allocated funding amount. Currently, curriculum costs range from \$150 to \$1,000 per student. This amount may be adjusted at any time at Board discretion or based on budget need.

- **Clarify What Funds Can Be Used For:** Instructional Funds will first be used toward the student's core subjects, technology items, then other enrichment products and services, and other appropriate items to extend the learning experience like fieldtrips, **educational travel** and related educational conferences/**workshops**. **Limit on educational travel: A student may only use instructional funds to sign up for one educational travel experience per school year. Up to \$965 of students Instructional Funds can be applied to their educational travel experience. Any deposits required to hold a student's**

spot on an educational travel tour cannot be paid using instructional funds. Educational content is all that can be covered by instructional funds. Travel costs such as transportation, food and lodging cannot be paid using instructional funds. Parents or guardians planning to travel with their student must pay 100% of their travel and tour costs. Up to \$350 a year may be used on parent trainings or workshops that directly support students learning. All use of funds must be approved by the student's credentialed teacher consistent with Clarksville Charter School's policies and procedures.

3. **Clarify When Funds Can Be Used:** Instructional Funds may be used when students are in session or when they are not in session. For example, students may extend their learning by taking a class on an evening or Saturday outside of the regular instructional day. Furthermore, since Clarksville Charter School considers the Instructional Funds as encumbered to support the specific student consistent with policies and procedures, students are able to utilize these instructional funds during the traditional "summer months" and throughout their time at Clarksville in order to enhance and expand innovative learning opportunities helping to minimize the effects of learning loss typically seen come fall. Consistent with the practices of many non-charter districts supporting student learning or remediation during times when school is not in session, is an acceptable use of funds for students. Funds can be transferred between siblings enrolled at Clarksville and co-used with administrative approval.
4. **Identify Non-Consumable Category Groups:** All items in the following categories are considered non-consumable and must be returned as school property:
  - i. Technology, Electronics, and Media (CDs/DVDs)
  - ii. Textbooks and Teacher Manuals
  - iii. Science Equipment
  - iv. Musical Equipment
  - v. Games and Puzzles
5. **Authorize Establishment of Lending Libraries:** As a general benefit to ALL Clarksville Community families, non-consumables other than technology that are returned will be available for borrowing in our newly established Lending Libraries to be located within our current offices.

### **Clarksville Charter School's Personalized Learning Creed:**

*“Personalized Learning truly puts every student first by honoring and exploring your student's unique and special gifts, talents, and aspirations.”*

Fund Balance Progress - Clarksville

P2 of 750	July	August	September	October	November	December	January	February	March	April	May	June
State Aid - Revenue Limit	-	-	382,689	1,783,017	161,065	161,065	860,688	325,780	460,228	491,432	460,228	817,300
Federal Revenue	-	-	-	-	-	-	-	-	-	-	-	-
Other State Revenue	-	-	-	-	-	-	-	77,100	77,100	77,100	77,100	218,850
<b>Total Revenue:</b>	-	-	<b>382,689</b>	<b>1,783,017</b>	<b>161,065</b>	<b>161,065</b>	<b>860,688</b>	<b>402,880</b>	<b>537,328</b>	<b>568,532</b>	<b>537,328</b>	<b>1,036,150</b>
Actual/Expected	Actual	Actual	Actual	Actual	Expected	Expected	Expected	Expected	Expected	Expected	Expected	Expected
Certificated Salaries	61,605	111,195	149,423	169,563	168,895	172,669	172,396	172,417	172,494	172,436	172,449	172,460
Classified Salaries	-	-	8,860	24,735	16,461	16,790	16,790	16,790	16,790	16,790	16,790	16,790
Benefits	16,854	29,890	37,591	41,313	52,167	53,300	57,632	56,536	54,353	53,234	53,238	53,241
Books and Supplies	-	2,446	11,561	67,788	257,762	257,762	257,762	154,657	128,881	103,105	64,441	64,441
Subagreement Services	-	-	2,756	24,888	188,621	188,621	188,621	113,221	94,371	75,521	47,245	47,245
Professional/Consulting Services	9,516	10,893	10,536	11,480	16,593	16,593	37,582	23,202	27,235	28,171	25,568	100,700
Facilities, Repairs and Other Leases	-	-	-	314	6,117	6,117	6,117	6,117	6,117	6,117	6,117	6,117
Operations and Housekeeping	224	95	261	2,191	6,467	6,467	6,467	6,467	6,467	6,467	6,467	6,467
Depreciation	-	-	-	-	-	-	-	-	-	-	-	-
Interest	-	65,580	94,324	-	-	10,704	10,704	10,704	10,704	-	60,000	12,000
<b>Total Expenses:</b>	<b>88,199</b>	<b>220,099</b>	<b>315,313</b>	<b>342,272</b>	<b>713,084</b>	<b>729,025</b>	<b>754,072</b>	<b>560,111</b>	<b>517,412</b>	<b>461,840</b>	<b>452,315</b>	<b>1,600,060</b>
Surplus/Defecit	(88,199)	(220,099)	67,376	1,440,745	(552,019)	(567,960)	106,616	(157,231)	19,916	106,692	85,013	(563,910)
<b>Cumulative Fund Balance</b>	<b>(88,199)</b>	<b>(308,298)</b>	<b>(240,922)</b>	<b>1,199,823</b>	<b>647,804</b>	<b>79,844</b>	<b>186,460</b>	<b>29,228</b>	<b>49,145</b>	<b>155,836</b>	<b>240,850</b>	<b>(323,060)</b>
Beginning Fund Balance	-	(88,199)	(308,298)	(240,922)	1,199,823	647,804	79,844	186,460	29,228	49,145	155,836	240,850
Ending Fund Balance	(88,199)	(308,298)	(240,922)	1,199,823	647,804	79,844	186,460	29,228	49,145	155,836	240,850	(323,060)

# Inspire Charter School - Clarksville

## Monthly Cash Flow/Forecast FY17-18

Revised 11/27/17

ADA = 750.00



	Prior Year P2 and PENSEC Estimates						P-1					P-2	Annual Forecast	Original Budget Total	Favorable / (Unfav.)	
	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18				Year-End Accruals
<b>Revenues</b>																
<b>State Aid - Revenue Limit</b>																
8011 LCFF State Aid	-	-	-	1,573,333	-	-	660,023	-	297,338	297,338	297,338	297,338	320,271	<b>3,742,979</b>	3,792,337	(49,358)
8012 Education Protection Account	-	-	-	39,600	-	-	39,600	-	-	31,204	-	-	36,801	<b>147,205</b>	152,000	(4,795)
8096 In Lieu of Property Taxes	-	-	382,689	170,084	161,065	161,065	161,065	325,780	162,890	162,890	162,890	162,890	-	<b>2,013,308</b>	2,046,680	(33,372)
	-	-	382,689	1,783,017	161,065	161,065	860,688	325,780	460,228	491,432	460,228	460,228	357,072	<b>5,903,491</b>	<b>5,991,017</b>	<b>(87,525)</b>
<b>Other State Revenue</b>																
8311 State Special Education	-	-	-	-	-	-	-	77,100	77,100	77,100	77,100	77,100	0	<b>385,500</b>	390,640	(5,140)
8560 State Lottery	-	-	-	-	-	-	-	-	-	-	-	-	141,750	<b>141,750</b>	143,640	(1,890)
	-	-	-	-	-	-	-	77,100	77,100	77,100	77,100	77,100	141,750	<b>527,250</b>	<b>534,280</b>	<b>(7,030)</b>
<b>Total Revenue</b>	-	-	<b>382,689</b>	<b>1,783,017</b>	<b>161,065</b>	<b>161,065</b>	<b>860,688</b>	<b>402,880</b>	<b>537,328</b>	<b>568,532</b>	<b>537,328</b>	<b>537,328</b>	<b>498,822</b>	<b>6,430,741</b>	<b>6,525,297</b>	<b>(94,555)</b>
<b>Expenses</b>																
<b>Certificated Salaries</b>																
1100 Teachers' Salaries	61,605	108,357	141,248	157,915	164,612	167,904	167,904	167,904	167,904	167,904	167,904	167,904	866,667	<b>2,675,733</b>	2,035,000	(640,733)
1175 Teachers' Extra Duty/Stipends	-	250	3,000	1,838	1,696	2,178	1,904	1,926	2,003	1,944	1,958	1,968	-	<b>20,666</b>	50,875	30,209
1300 Administrators' Salaries	-	2,587	5,175	9,810	2,587	2,587	2,587	2,587	2,587	2,587	2,587	2,587	-	<b>38,271</b>	150,000	111,729
	61,605	111,195	149,423	169,563	168,895	172,669	172,396	172,417	172,494	172,436	172,449	172,460	866,667	<b>2,734,669</b>	<b>2,235,875</b>	<b>(498,794)</b>
<b>Classified Salaries</b>																
2100 Instructional Salaries	-	-	110	985	16,461	16,790	16,790	16,790	16,790	16,790	16,790	16,790	-	<b>135,089</b>	203,500	68,411
2300 Classified Administrators' Salaries	-	-	8,750	23,750	-	-	-	-	-	-	-	-	-	<b>32,500</b>	-	(32,500)
	-	-	8,860	24,735	16,461	16,790	16,790	16,790	16,790	16,790	16,790	16,790	-	<b>167,589</b>	<b>203,500</b>	<b>35,911</b>
<b>Benefits</b>																
3101 STRS	8,832	15,936	21,364	24,149	24,372	24,916	24,877	24,880	24,891	24,882	24,884	24,886	125,060	<b>393,928</b>	322,637	(71,292)
3301 OASDI	267	117	549	1,440	1,021	1,041	1,041	1,041	1,041	1,041	1,041	1,041	-	<b>10,681</b>	12,617	1,936
3311 Medicare	157	331	1,012	1,536	2,688	2,747	2,743	2,744	2,745	2,744	2,744	2,744	85,540	<b>110,475</b>	35,371	(75,104)
3401 Health and Welfare	2,260	4,148	4,022	4,148	20,389	20,841	20,810	20,813	20,821	20,815	20,816	20,818	43,333	<b>224,036</b>	285,000	60,964
3501 State Unemployment	369	662	1,948	1,343	1,103	1,103	5,513	4,410	2,205	1,103	1,103	1,103	-	<b>21,963</b>	22,050	87
3601 Workers' Compensation	4,969	8,695	8,695	8,695	2,595	2,652	2,649	2,649	2,650	2,649	2,649	2,650	-	<b>52,197</b>	34,151	(18,046)
	16,854	29,890	37,591	41,313	52,167	53,300	57,632	56,536	54,353	53,234	53,238	53,241	253,933	<b>813,281</b>	<b>711,826</b>	<b>(101,455)</b>
<b>Books and Supplies</b>																
4100 Textbooks and Core Materials	-	-	270	1,769	10,598	10,598	10,598	6,359	5,299	4,239	2,650	2,650	-	<b>55,031</b>	64,891	9,860
4200 Books and Reference Materials	-	-	969	12,045	24,021	24,021	24,021	14,413	12,011	9,609	6,005	6,005	-	<b>133,121</b>	155,699	22,578
4302 School Supplies	-	-	457	26,837	63,623	63,623	63,623	38,174	31,811	25,449	15,906	15,906	-	<b>345,408</b>	590,679	245,272
4303 Special Activities/Field Trips	-	-	3,470	8,095	17,964	17,964	17,964	10,779	8,982	7,186	4,491	4,491	-	<b>101,386</b>	155,935	54,549
4305 Software	-	2,446	3,041	18,968	88,155	88,155	88,155	52,893	44,078	35,262	22,039	22,039	-	<b>465,230</b>	92,160	(373,070)
4400 Noncapitalized Equipment	-	-	3,355	75	53,401	53,401	53,401	32,040	26,700	21,360	13,350	13,350	-	<b>270,432</b>	619,053	348,621
	-	2,446	11,561	67,788	257,762	257,762	257,762	154,657	128,881	103,105	64,441	64,441	-	<b>1,370,607</b>	<b>1,678,416</b>	<b>307,809</b>

Inspire Charter School - Clarksville



Monthly Cash Flow/Forecast FY17-18

Revised 11/27/17

ADA = 750.00

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<b>Subagreement Services</b>																
5102 Special Education	-	-	-	18,555	4,606	4,606	4,606	2,764	2,303	1,842	1,152	1,152	-	41,585	28,170	(13,415)
5105 Security	-	-	-	-	120	120	120	120	120	120	120	120	-	960	1,440	480
5106 Other Educational Consultants	-	-	2,756	6,333	183,895	183,895	183,895	110,337	91,948	73,558	45,974	45,974	-	928,566	525,950	(402,617)
	-	-	2,756	24,888	188,621	188,621	188,621	113,221	94,371	75,521	47,245	47,245	-	971,111	555,560	(415,551)
<b>Professional/Consulting Services</b>																
5802 Audit & Taxes	-	-	-	-	-	-	-	1,667	1,667	1,667	-	-	-	5,000	5,000	-
5803 Legal	-	-	-	-	625	625	625	625	625	625	625	625	-	5,000	5,000	-
5804 Professional Development	-	-	-	-	625	625	625	625	625	625	625	625	-	5,000	5,000	-
5805 General Consulting	-	1,000	500	1,500	300	300	300	300	300	300	300	300	-	5,400	3,000	(2,400)
5810 Payroll Service Fee	-	377	520	464	833	833	833	833	833	833	833	833	-	8,028	10,000	1,972
5811 Management Fee	9,516	9,516	9,516	9,516	9,378	9,378	9,378	9,378	9,378	9,378	9,378	9,378	(551)	112,538	114,193	1,655
5812 District Oversight Fee	-	-	-	-	4,832	4,832	25,821	9,773	13,807	14,743	13,807	13,807	75,683	177,105	59,910	(117,195)
5814 SPED Encroachment	-	-	-	-	-	-	-	-	-	-	-	-	-	-	15,626	15,626
	9,516	10,893	10,536	11,480	16,593	16,593	37,582	23,202	27,235	28,171	25,568	25,568	75,132	318,071	217,728	(100,342)
<b>Facilities, Repairs and Other Leases</b>																
5601 Rent	-	-	-	314	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	-	40,314	60,000	19,686
5603 Equipment Leases	-	-	-	-	700	700	700	700	700	700	700	700	-	5,600	8,400	2,800
5610 Repairs and Maintenance	-	-	-	-	417	417	417	417	417	417	417	417	-	3,333	5,000	1,667
	-	-	-	314	6,117	6,117	6,117	6,117	6,117	6,117	6,117	6,117	-	49,248	73,400	24,152
<b>Operations and Housekeeping</b>																
5201 Auto and Travel	-	-	166	1,029	417	417	417	417	417	417	417	417	-	4,528	5,000	472
5203 Business Meals	-	-	-	-	150	150	150	150	150	150	150	150	-	1,200	1,200	-
5300 Dues & Memberships	-	-	-	-	150	150	150	150	150	150	150	150	-	1,200	1,200	-
5400 Insurance	-	-	-	-	938	938	938	938	938	938	938	938	-	7,500	5,000	(2,500)
5501 Utilities	-	-	-	-	600	600	600	600	600	600	600	600	-	4,800	4,800	-
5502 Janitorial/Trash Removal	-	-	-	-	750	750	750	750	750	750	750	750	-	6,000	6,000	-
5510 Office Expense	-	-	-	527	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	-	8,527	12,000	3,473
5511 Postage and Shipping	-	-	-	407	300	300	300	300	300	300	300	300	-	2,807	3,000	193
5512 Printing	-	-	-	-	63	63	63	63	63	63	63	63	-	500	500	-
5513 Other taxes and fees	-	-	-	118	500	500	500	500	500	500	500	500	-	4,118	5,000	882
5514 Bank Charges	224	95	95	111	100	100	100	100	100	100	100	100	-	1,325	1,000	(325)
5900 Communications	-	-	-	-	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	-	12,000	18,000	6,000
	224	95	261	2,191	6,467	6,467	6,467	6,467	6,467	6,467	6,467	6,467	-	54,505	62,700	8,195
<b>Depreciation</b>																
6900 Depreciation Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Interest</b>																
7438 Interest Expense	-	65,580	94,324	-	-	10,704	10,704	10,704	10,704	-	60,000	12,000	-	274,721	58,000	(216,721)
	-	65,580	94,324	-	-	10,704	10,704	10,704	10,704	-	60,000	12,000	-	274,721	58,000	(216,721)
<b>Total Expenses</b>	<b>88,199</b>	<b>220,099</b>	<b>315,313</b>	<b>342,272</b>	<b>713,084</b>	<b>729,025</b>	<b>754,072</b>	<b>560,111</b>	<b>517,412</b>	<b>461,840</b>	<b>452,315</b>	<b>404,328</b>	<b>1,195,732</b>	<b>6,753,801</b>	<b>5,797,006</b>	<b>(956,796)</b>
<b>Monthly Surplus (Deficit)</b>	<b>(88,199)</b>	<b>(220,099)</b>	<b>67,376</b>	<b>1,440,745</b>	<b>(552,019)</b>	<b>(567,960)</b>	<b>106,616</b>	<b>(157,231)</b>	<b>19,916</b>	<b>106,692</b>	<b>85,013</b>	<b>133,000</b>	<b>(696,910)</b>	<b>(323,060)</b>	<b>728,291</b>	<b>(1,051,351)</b>



Inspire Charter School - Clarksville



Monthly Cash Flow/Forecast FY17-18

Revised 11/27/17

ADA = 750.00

	Prior Year P2 and PENSEC Estimates						P-1				P-2		Annual Forecast	Original Budget Total	Favorable / (Unfav.)
	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18			
<b>Cash Flow Adjustments</b>															
Monthly Surplus (Deficit)	(88,199)	(220,099)	67,376	1,440,745	(552,019)	(567,960)	106,616	(157,231)	19,916	106,692	85,013	133,000	(696,910)	-5%	(323,060)
Cash flows from operating activities															
Depreciation/Amortization	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Public Funding Receivables	-	-	(382,689)	382,689	-	-	-	-	-	-	-	-	(498,822)	-	(498,822)
Due To/From Related Parties	18,718	(680,000)	(1,470,774)	(73,163)	-	-	-	-	-	-	-	-	-	-	(2,205,220)
Prepaid Expenses	-	-	-	(4,850)	-	-	-	-	-	-	-	-	-	-	(4,850)
Accounts Payable	-	3,446	7,778	50,755	-	-	-	-	-	-	-	-	1,195,732	-	1,257,711
Accrued Expenses	5,069	7,381	18,881	(17,563)	-	-	-	-	-	-	-	-	-	-	13,768
Cash flows from financing activities															
CSC receivable sales	-	1,322,500	1,109,400	-	-	267,604	267,604	267,604	267,604	-	1,500,000	300,000	-	-	5,302,317
CSC receivable sales redemptions	-	-	-	(1,819,900)	(153,000)	(153,000)	(153,000)	(153,000)	(267,604)	(267,604)	(267,604)	(267,604)	-	-	(3,502,317)
<b>Total Change in Cash</b>	(64,412)	433,228	(650,028)	(41,288)	(705,019)	(453,356)	221,220	(42,627)	19,916	(160,912)	1,317,409	165,396			
Cash, Beginning of Month	-	(64,412)	368,816	(281,212)	(322,500)	(1,027,519)	(1,480,875)	(1,259,654)	(1,302,282)	(1,282,365)	(1,443,278)	(125,869)			
<b>Cash, End of Month</b>	<b>(64,412)</b>	<b>368,816</b>	<b>(281,212)</b>	<b>(322,500)</b>	<b>(1,027,519)</b>	<b>(1,480,875)</b>	<b>(1,259,654)</b>	<b>(1,302,282)</b>	<b>(1,282,365)</b>	<b>(1,443,278)</b>	<b>(125,869)</b>	<b>39,527</b>			

<b>SB740 Spending</b>	
Salaries	Instruction
42.52%	79.16%

**AGREEMENT FOR PARTICIPATION**  
**EL DORADO CHARTER SELPA**

This Agreement for Participation (“Agreement”) is entered into by and between the El Dorado Charter SELPA (“SELPA”), the El Dorado County Office of Education (“EDCOE”), and \_\_\_\_\_ Clarksville Charter School \_\_\_\_\_ (“LEA”), a California public charter school, collectively referred to as the “Parties.”

**RECITALS**

WHEREAS, each special educational local plan area is required to administer local plans submitted pursuant to Education Code section 56205 et seq., administer the allocation of funds pursuant to Education Code section 56836 et seq., and ensure that it has in effect policies, procedures, and programs that are consistent with state laws, regulations, and policies governing certain aspects of special education;

WHEREAS, a charter school that is deemed a local educational agency for purposes of special education is required to participate in an approved local plan pursuant to Education Code section 56195.1(f);

WHEREAS, LEA is a charter school that is deemed a local educational agency for purposes of special education pursuant to Education Code section 47641 and is responsible for complying with all provisions of the Individuals with Disabilities Education Act (20 U.S.C. 1400 et seq.) and implementing regulations as they relate to local educational agencies;

WHEREAS, the SELPA as authorized by the California State Board of Education serves as the special educational local plan area for California charter schools deemed local educational agencies pursuant to Education Code section 47641 that have successfully completed the SELPA membership process and have signed this Agreement for Participation (“Agreement”);

WHEREAS, EDCOE is designated in the local plan as the “responsible local agency” for the SELPA, which means the administrative entity, the duties of which shall include, but are not limited to, receiving and distributing state and federal special education funds pursuant to the allocation plan, providing administrative support, and coordinating implementation of the plan;

WHEREAS, the actions and decisions of the parties are guided by the values of:

1. Commitment – maintaining high standards for performance in student achievement, operations, governance and finance;
2. Integrity – adherence to moral and ethical principles in all aspects of the work;
3. Fairness – impartial and just treatment of all stakeholders;
4. Partnership – collaborative decision making and accountability;
5. Knowledge – understanding of charter school law and practice; and
6. Transparency- access to the information, decisions, and actions of the organization;

WHEREAS, the purpose of this agreement is to set forth the various responsibilities of LEA, EDCOE, and SELPA to ensure that all charter pupils with exceptional needs within the SELPA receive appropriate special education programs.

NOW, THEREFORE, IT IS HEREBY AGREED between the parties hereto as follows:

**1. SHARED COMMITMENTS**

- 1.1. Resource Allocation. Parties shall demonstrate commitment to the promises set forth in this Agreement by allocating appropriate resources.
- 1.2. Standard of Conduct. Parties, at all times, shall conduct themselves in such a manner as to act in the best interests of all other SELPA members. LEA shall not engage in any

activity or enterprise which would tend to injure or expose the SELPA or any of its members to any significant risk of harm or injury of any kind.

- 1.3. Compliance. All parties to this agreement shall identify and comply with applicable laws, regulations, policies, procedures and generally accepted standards. Each party will address any identified compliance gaps in a responsible and timely fashion.
- 1.4. Continual Improvement. Parties are expected to continually improve by setting performance objectives, executing plans and taking necessary corrective actions for deficiencies identified by any and all internal and/or external assessments.
- 1.5. Accuracy of Business Records. Parties shall ensure that any and all financial books and records conform to generally accepted accounting principles and state reporting requirements. Records must be accurate in all material respects. Records must be legible, transparent, and reflect actual transactions and payments and be open to inspection by the other party upon a reasonable request.
- 1.6. Accuracy of Student Records. Parties shall ensure that any and all student records conform to prescribed formats. Records must be legible, transparent, reflect actual transactions and payments, and be accurate in all material respects. Records must be open to inspection and review by other parties with legitimate educational interest upon a request.
- 1.7. Documentation. Parties shall maintain documentation necessary to demonstrate compliance with this Agreement and compliance with applicable state and federal statutes and regulations.
- 1.8. Local and Allocation Plans. Parties agree to the provisions of the Local and Allocation Plans as updated and approved by the CEO Council.
- 1.9. Provision of Free and Appropriate Public Education. The LEA is solely responsible for the provision of special education programs and services to eligible students enrolled in the LEA. The Parties understand and agree that the SELPA or EDCOE shall have no responsibility for the operation of any direct educational program service of any kind, that the SELPA has no duty or authority to provide FAPE to individual students, and that the SELPA has no duty or authority to make decisions regarding the educational programming of students enrolled in the LEA.

## 2. LEA RESPONSIBILITIES

- 2.1 Programs and Services. The LEA is solely and exclusive responsible for the following mandated activities in order to operate its special education programs and services for students enrolled in the LEA. As such, the LEA shall:
  - 2.1.1. Select, employ, compensate, and determine the duties of, or establish appropriate contracts for the provision of, special education teachers, instructional aides, and other personnel as required to conduct the program specified in the Local Plan, and in compliance with state and federal mandates.
  - 2.1.2. Conduct and/or contract those programs operated by the LEA in conformance with the Local Plan and the state and federal mandates.
  - 2.1.3. Organize and administer the activities of the IEP teams, including the selection of the LEA staff and who will serve as members of the IEP team in conformance with Education Code Section 56341 and in compliance with the Local Plan.

- 2.1.4. Develop and implement program objectives and the evaluation of the program effectiveness.
  - 2.1.5. Communicate with the parents and/or legal guardians of students in conformance with laws, regulations and the provisions of the Local Plan.
  - 2.1.6. Provide for the documentation and reporting of assessment procedures used for the placement of individuals and the security thereof.
  - 2.1.7. Provide for the continuous review of placements and the assessment procedures employed to insure their effectiveness and applicability, and insure the continued implementation and compliance with eligibility criteria.
  - 2.1.8. Provide for the integration of students with disabilities into the general education school programs and provide for evaluating the results of such integration according to specifications of the Local Plan.
  - 2.1.9. Conduct the review of individual placements requested by the parents and/or legal guardians of the student in accordance with the Local Plan.
  - 2.1.10. Prepare and submit all required reports, including reports on student enrollment, program expenditures, and program evaluation.
- 2.2. Fiscal Responsibilities. Receive and expend special education funding in accordance with the Charter SELPA Allocation Plan.
- 2.3. Restricted Funds. As a condition of membership and participation in the SELPA, LEA warrants and represents that at no time during the term of this Agreement and LEA's membership and participation in the SELPA shall the LEA, directly or indirectly, provide special education funding for the benefit of a for-profit entity. All funding provided through the Charter SELPA shall be treated as a restricted funding source to be expended only for special education or special education services. Nothing contained herein shall be interpreted as prohibiting any LEA from expending funds to contract with a state-certified nonpublic agency/school for the benefit of children served, in accordance with the approved master contract and individual services agreements as provided for in federal and state law.
- 2.4. Audit Report. Annually provide the SELPA with the LEA's annual, independent financial audit report, on or before December 20th each year, unless an extension has been granted by the State Controller's Office, in which case an extension will be granted to the charter as well. LEA further agrees to provide SELPA copies of any and all State Controller's Office communications regarding audit report corrective actions and a corrected audit report, if applicable. Should an LEA be the subject of an investigation by any federal, state, or local agency, including but not limited to the Fiscal Crisis Management and Assistance Team ("FCMAT") arising out of or related to allegations of fiscal mismanagement, failure to meet generally accepted accounting principles, or any violation of a provision of law, the LEA shall immediately notify SELPA and provide the SELPA with a copy of any written correspondence related thereto.
- 2.5. Membership Responsibilities. Adhere to governance structure within SELPA Local Plan and Policies including designating appropriate representatives to serve on required councils and committees; ensure appropriate LEA representatives attend and participate in SELPA governance meetings as set forth in the Local Plan, Policies and Procedures.
- 2.6. Management Decisions. Consistent with this Agreement, LEA shall have full and exclusive authority and responsibility for classifying employment positions within their

LEA. The managerial prerogatives of any participating LEA member shall not be infringed upon by any other participating LEA member except upon mutual consent of an affected LEA member(s), or unless as otherwise set forth. LEA shall not undertake to independently act on behalf of the SELPA or any of its members without express written authorization of the SELPA.

- 2.7. Participation. Ensure appropriate LEA representatives attend and participate in SELPA governance meetings and committees as set forth in the Local Plan, Policies and Procedures.
- 2.8. Reporting Requirements. Submit all required federal, state and SELPA reports and data requests in the prescribed format and at the specified due date. Upon written request by the SELPA, LEA shall provide any requested information, documents, writings, or information of any sort without delay, except as otherwise prohibited by law.
- 2.9. Indemnification and Hold Harmless. To the fullest extent allowed by law, LEA agrees to defend, indemnify, and hold harmless the SELPA and its individual other members, EDCOE, the El Dorado County Superintendent of Schools, and each of their respective directors, officers, agents, employees, and volunteers (the Indemnified Parties), from any claim or demand, damages, losses or expenses (including, without limitation, reasonable attorney fees) that arise in any manner from an actual or alleged failure by LEA to fulfill one or more of the LEA member's obligations except to the extent that such suit arises from the SELPA, EDCOE, or the El Dorado County Superintendent of Schools' negligence.

### 3. **SELPA DUTIES AND RESPONSIBILITIES**

- 3.1 Services. In order to accomplish the goals set forth in the Local Plan, SELPA shall provide the following services and activities for the LEA:
  - 3.1.1. Receive, compile, and submit required enrollment reports and compute all special education apportionments; receive data from LEA to compile and submit budgets for the programs and monitor the fiscal aspects of the program conducted, and receive the special education apportionments as authorized by applicable law.
  - 3.1.2. Maintain SELPA policies and procedures for referring and placing individuals with exceptional needs who are enrolled in the LEA, including the methods and procedures for communication with the parents and/or guardians of the students according to SELPA Local Plan, Policies and Procedures.
  - 3.1.3. Coordinate the organization and maintenance of the Special Education Community Advisory Committee ("CAC") to coordinate the implementation of the Local Plan and provide for the attendance of designated members of the SELPA's staff at all regularly scheduled CAC meetings as required by law.
  - 3.1.4. Coordinate community resources with those provided by LEA and SELPA, including providing such contractual agreements as may be required.
  - 3.1.5. Coordinate state Quality Assurance Process.
  - 3.1.6. Provide alternative dispute resolution supports and services.
  - 3.1.7. Develop interagency referral and placement procedures.
  - 3.1.8. Provide regular personnel development training sessions for LEA staff responsible for administering or delivering special education programs and services.

- 3.1.9. Provide the method and forms to enable the LEA to report to the SELPA on student enrollment and program expenditures. Establish and maintain a pupil information system.
- 3.1.10. Provide reasonable and appropriate technical assistance and information to the LEA upon request from LEA administration, including but not limited to:
  - 1. Evidenced Based Practices;
  - 2. Program Development and Improvement;
  - 3. Individual cases;
  - 4. State complaints;
  - 5. Requests for due process mediation and hearing; and
  - 6. Appropriate programs and services for specific pupils.
- 3.1.11. Perform other services reasonable and necessary to the administration and coordination of the Local Plan.

- 3.2. Governance. Organize and maintain the governance structure of the Local Plan including various committees and councils to monitor the operations of the SELPA and make recommendations for necessary revisions, including, but not limited to, the Local Plan, Allocation Plan and Policies.
- 3.3. Data Reporting. Establish and maintain methods, timelines and forms to submit required federal, state and SELPA reports.
- 3.4. Public Meetings. Schedule public meetings for purposes of governance activities and adopting the Annual Service Plan and Budget Plan.
- 3.5. Fiscal Responsibilities. Receive, distribute, and oversee the expenditure of special education funds in accordance with federal and state regulations and the SELPA Allocation Plan.
- 3.6. Indemnification and Hold Harmless. The SELPA shall be held harmless and indemnify EDCOE and the El Dorado County Superintendent of Schools for any costs of any kind or nature arising out of or related to this agreement other than as specifically contemplated herein, except to the extent that such cost arises from EDCOE and the El Dorado County Superintendent of Schools' negligence.

**4. EDCOE DUTIES AND RESPONSIBILITIES**

- 4.1. The Parties understand that EDCOE is designated in the Local Plan as the “responsible local agency” for the SELPA. EDCOE shall receive and distribute state and federal special education funds pursuant to the Allocation Plan, provide administrative support, and coordinate implementation of the Local Plan in accordance with state and federal law.
- 4.2. EDCOE shall not be responsible for any LEA or SELPA obligations or duties of any kind or nature except as explicitly set forth in this agreement.

**5. TERMINATION OF THIS AGREEMENT AND PARTICIPATION IN SELPA**

- 5.1. LEA may terminate this Agreement and participation in the SELPA in its sole discretion at the end of the fiscal year next occurring after having provided prior written notice to the SELPA, as follows:

- 5.1.1. Prior initial written notice of intended termination to the SELPA at least twelve (12) months and one (1) day in advance of date of termination; and
  - 5.1.2. Final written notice of termination to the SELPA no more than six (6) months after the LEA's initial notice of intended termination.
- 5.2. The SELPA may initiate and complete termination of this Agreement and LEA's participation in the SELPA in its sole discretion in accordance with the process and standards in SELPA Policies. The SELPA will provide prior written notice to the LEA at least twelve (12) months as follows:
- 5.2.1. Prior initial written notice of intended termination to the LEA at least twelve (12) months and one (1) day in advance of date of termination, and
  - 5.2.2. Final written notice of termination to the LEA no more than six (6) months after the SELPA's initial notice of intended termination.
- 5.3. Specifically the timeline and process above does not preclude the SELPA from initiating and completing the termination process in less than 12 months or by June 30 of the year immediately preceding the summary termination, if the member demonstrates:
- 5.3.1. Egregious disregard of state and federal requirements to provide services to students; and/or
  - 5.3.2. Demonstrated systemic and material issues that would cause the SELPA to make a finding of "going concern" based on leadership, programmatic and/or fiscal solvency that would cause SELPA to reasonably believe the SELPA may be harmed by the continued membership of the LEA.

The standards and timeline as determined by the SELPA shall, at a minimum, provide the LEA a reasonable opportunity for prior written notice and an opportunity to be heard by the Membership Appeals Committee.

## **6. DISPUTE RESOLUTION**

Should a dispute arise relating to the responsibility for service provision, governance activities, the distribution of funding, if a party believes that an action taken by the CEO Council will create an undue hardship, or that the action taken exceeds the authority granted to the CEO Council within the Local Plan and/or state or federal statute, the aggrieved party may request a review of the action with the appropriate governing body or CDE as appropriate.

## **7. MUTUAL REPRESENTATIONS**

- 7.1. Authority and Capacity. The Parties have the authority and capacity to enter into this agreement.
- 7.2. Full Disclosure. All information heretofore furnished by the Parties for purposes of or in connection with this Agreement or any transaction contemplated hereby or thereby is true and accurate in all material respects on the date as of which such information is stated.
- 7.3. No Conflicts. Neither party is under any restriction or obligation that may affect the performance of its obligations under this agreement.
- 7.4. Enforceability. This Agreement constitutes a legal, valid, and binding obligation, enforceable against the Parties according to its terms.

**8. RESERVATION OF RIGHTS**

The Parties hereto agree that nothing contained in this Agreement or otherwise shall be deemed to have waived or modified any of their rights or remedies under the law.

**This agreement is entered into for the 2017-18 year and, absent a new agreement or termination, continues each year thereafter.**

Executed on this 9th day of December, 2017.

In accordance with SELPA policy, Clarksville Charter School,  
[INSERT Charter LEA Name]

**certifies that this agreement has been approved by the appropriate local board(s).**

**LEA**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of CEO of Charter LEA

\_\_\_\_\_  
[PRINT CEO Name, Title]

**EL DORADO COUNTY OFFICE OF EDUCATION**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ed Manansala, Ed.D., Superintendent  
El Dorado County Office of Education

\_\_\_\_\_  
Date

\_\_\_\_\_  
David M. Toston, Associate Superintendent  
SELPA Programs  
El Dorado County Office of Education



