Feather River Charter School

Regular Scheduled Board Meeting

Date and Time

Tuesday June 15, 2021 at 6:30 PM PDT

Location

3840 Rosin Court #100
Sacramento, CA 95834

Zoom Link: https://zoom.us/j/96568347400

Meeting ID: 965 6834 7400
Join by Phone: (669) 900-6833

Agenda

		Purpose	Presenter	Time
I.	**Opening Items**			**6:30 PM**
A.	Record Attendance		David Brockmyer	1 m
B.	Call the Meeting to Order		David Brockmyer	1 m
C.	Approval of the Agenda	Vote	David Brockmyer	1 m
D.	Public Comments			2 m
E.	Approve Minutes	Approve Minutes	David Brockmyer	1 m

		Purpose	Presenter	Time
	Approve minutes for Regular Scheduled Board Meeting on May 25, 2021			
F.	Executive Director's Report		Jenell Sherman	10 m
II.	**Finance**			**6:46 PM**
A.	May Financials	Vote	Darlington Ahaiwe	10 m
B.	Annual Budget	Vote	Darlington Ahaiwe	10 m
C.	Shared Executive Personnel Memorandum of Understanding for Julie Haycock-Cavender and Jenell Sherman	Vote	Jenell Sherman	5 m
D.	Shared Staff Memorandum of Understanding	Vote	Jenell Sherman	5 m
E.	Shared Staff Memorandum of Understanding with Central for High School Virtual Academy	Vote	Jenell Sherman	5 m
F.	Services Agreement with Sequoia Grove Charter Alliance	Vote	Jenell Sherman	5 m
G.	Stipends Charts	Vote	Jenell Sherman	5 m
H.	Executive Director Salary	Vote	Darcy Belleza	5 m
III.	**Operations**			**7:36 PM**
A.	Resolution to Change Email Addresses and Other Contact Information on all Policies and Documents	Vote	Jenell Sherman	5 m
B.	Conflict Waiver for Representation of Sequoia Grove Charter Alliance	Vote	Jenell Sherman	5 m
C.	Operational Memorandum of Understanding with Winship Robbins Elementary School District	Vote	Jenell Sherman	5 m
D.	Facilities Memorandum of Understanding with Winship Robbins Elementary School District	Vote	Jenell Sherman	5 m
E.	Animals at School Policy	Vote	Jenell Sherman	5 m
F.	Safe Return to In-Person Instruction Plan	FYI	Jenell Sherman	5 m

		Purpose	Presenter	Time
G.	Public Hearing of Safe Return to In-Person Instruction Plan	Discuss	Jenell Sherman	5 m
IV.	**Academic Excellence**			**8:11 PM**
A.	Local Control and Accountability Plan 2021-2022	Vote	Darcy Belleza	5 m
B.	Budget Overview for Parents 2021-2022	Vote	Darcy Belleza	5 m
C.	Student Freedom of Speech and Expression Policy	Vote	Jenell Sherman	5 m
D.	Sexual Health and HIV Prevention Policy	Vote	Jenell Sherman	5 m
E.	Parent and Family Involvement Policy	Vote	Jenell Sherman	5 m
F.	Homeless Education Policy Review	FYI	Jenell Sherman	5 m
V.	**Governance**			**8:41 PM**
A.	Board Meeting Calendar for the 2021-2022 School Year	Vote	Jenell Sherman	5 m
B.	Acceptance of Board Member Resignation: Max Semenenko	Vote	David Brockmyer	5 m
C.	Governing Board Vacancy	FYI	Jenell Sherman	5 m
	Feather River has one opening for a board member. A working group can be formed with an existing board member and school staff. Board recommendations will be presented at a future meeting.			
D.	Discussion and Potential Action on Stipend Amounts for Board Members	Discuss	Jenell Sherman	5 m
E.	Third Amended Bylaws	Vote	Jenell Sherman	5 m
F.	Upcoming Compliance Items	FYI	Jenell Sherman	5 m
G.	Conflict of Interest Policy	FYI	Jenell Sherman	5 m
VI.	**Closing Items**			**9:16 PM**
A.	Board of Director's Comments & Requests	Discuss		2 m

		Purpose	Presenter	Time
B.	Announcement of Next Regular Scheduled Board Meeting	Vote	David Brockmyer	1 m
	The Next Regular Scheduled Board Meeting is July 20, 2021 at 4:30 PM.			
C.	Adjourn Meeting	Vote		1 m

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Coversheet

Approve Minutes

Section: I. Opening Items
Item: E. Approve Minutes
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for Regular Scheduled Board Meeting on May 25, 2021

APPROVED

Feather River Charter School

Minutes

Regular Scheduled Board Meeting

Date and Time
Tuesday May 25, 2021 at 6:00 PM

Location
3840 Rosin Court #100
Sacramento, CA 95834

Zoom Link: https://zoom.us/j/96568347400

Meeting ID: 965 6834 7400
Join by Phone: (669) 900-6833

Directors Present
David Brockmyer (remote), Jevon Webster (remote), Juina Carter (remote), Nick Wavrin (remote)

Directors Absent
None

Guests Present
Darcy Belleza (remote), Jenell Sherman (remote), Katie Royer (remote)

I. Opening Items

A. Record Attendance

B. Call the Meeting to Order

David Brockmyer called a meeting of the board of directors of Feather River Charter School to order on Tuesday May 25, 2021 at 6:35 PM.

C. Approval of the Agenda

Nick Wavrin made a motion to approve the Agenda.
Jevon Webster seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

Nick Wavrin	Aye
Jevon Webster	Aye
David Brockmyer	Aye
Juina Carter	Aye

D. Closed Session

David Brockmyer made a motion to move into closed session at 6:36 PM.
Jevon Webster seconded the motion.
Jevon Webster motioned to come out of closed session at 6:47 PM.
Juina Carter seconded the motion.
Unanimous vote to approve.

The board **VOTED** unanimously to approve the motion.

E. Announcement of Any Action Taken in Closed Session

David Brockmyer announced no action was taken in closed session.

F. Public Comments

No public comments.

G. Approve Minutes

Jevon Webster made a motion to approve the minutes from Special Board Meeting on 04-27-21.
David Brockmyer seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

David Brockmyer	Aye
Juina Carter	Abstain
Nick Wavrin	Aye
Jevon Webster	Aye

H.

Approve Minutes

Jevon Webster made a motion to approve the minutes from Regular Scheduled Board Meeting on 04-27-21.
David Brockmyer seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

Jevon Webster	Aye
Nick Wavrin	Aye
Juina Carter	Abstain
David Brockmyer	Aye

I. Executive Director's Report

Jenell Sherman presented the *Executive Director's Report.*

- Sequoia Grove Charter Alliance- Employee Benefits, Tech Refresh, Offices in Sacramento and Roseville
- Enrollment goal is 1840 students-currently at 1426 students
- Graduation and Promotion announcements
- Think Suite update- Feather River's agreement ends 6/30/21. Think Suite is closing their doors 6/30/21.
- Enrichment update- Online Purchasing System and Library Resources (OPS)
- AB1316- Find Your Rep Myth vs. Fact The Truth About Personalized Learning and Non-Classroom Based Public Charter Schools

II. Finance

A. April Financials

Jevon Webster made a motion to approve the April Financials.
David Brockmyer seconded the motion.
Darlington Ahaiwe presented the April Financials.
Jevon Webster asked what Feather River's debt balance is with Charter School Capital ($1,537,400-Factored Receivables).
The board **VOTED** unanimously to approve the motion.

Roll Call

Nick Wavrin	Aye
Juina Carter	Aye
David Brockmyer	Aye
Jevon Webster	Aye

B. Expanded Learning Opportunities (ELO) Grant Plan

David Brockmyer made a motion to approve the Expanded Learning Opportunities (ELO) Grant Plan.

Jevon Webster seconded the motion.
Darcy Belleza presented Expanded Learning Opportunities (ELO) Grant Plan.
The board **VOTED** to approve the motion.

Roll Call	
David Brockmyer	Aye
Jevon Webster	Aye
Nick Wavrin	Aye
Juina Carter	Aye

C. Discussion and Potential Action on Executive Director Salary Table/Compensation Package

David Brockmyer made a motion to approve the Executive Director Compensation Study.
Jevon Webster seconded the motion.
Kathy Daugherty presented the Executive Director Compensation Study.

The board **VOTED** unanimously to approve the motion.

D. Stipend Chart

Jevon Webster made a motion to approve the Stipend Chart.
Nick Wavrin seconded the motion.
Jenell Sherman presented the updated Stipend Chart including new positions and job descriptions.
The board **VOTED** to approve the motion.

Roll Call	
Jevon Webster	Aye
David Brockmyer	Aye
Nick Wavrin	Aye
Juina Carter	Aye

E. Extra Duty Stipend Contract

Jevon Webster made a motion to approve Extra Duty Stipend Contract.
David Brockmyer seconded the motion.
Jenell Sherman presented the Extra Duty Stipend Contract.
The board **VOTED** unanimously to approve the motion.

III. Operations

A. Benefits Package Options for 2021-2022

Royce Gough presented the Employee Benefits Package Options for 2021-2022.
Jevon Webster asked for the cost increase with the new benefit opinions.
Royce Gough will present that figure at June Board Meeting.

B.

Teacher Induction Program and Policy

David Brockmyer made a motion to approve the Teacher Induction Program and Policy. .
Juina Carter seconded the motion.
Darcy Belleza presented the Teacher Induction Program and Policy.
The board **VOTED** to approve the motion.

Roll Call	
Nick Wavrin	Aye
Jevon Webster	Aye
David Brockmyer	Aye
Juina Carter	Aye

C. Employee Handbook 2021-2022

Jevon Webster made a motion to approve the Employee Handbook 2021-2022 with the addition of school logos.
Nick Wavrin seconded the motion.
Darcy Belleza presented the Employee Handbook 2021-2022 with the addition of school logos.
The board **VOTED** unanimously to approve the motion.

IV. Academic Excellence

A. Dual Enrollment Agreement MOU with Feather River Charter School and Yuba College

Juina Carter made a motion to approve the Dual Enrollment Agreement MOU between Feather River Charter School and Yuba College.
Nick Wavrin seconded the motion.
Shannon Breckenridge presented Dual Enrollment Agreement MOU between Feather River Charter School and Yuba College.

The board **VOTED** to approve the motion.

Roll Call	
Nick Wavrin	Aye
Jevon Webster	Aye
Juina Carter	Aye
David Brockmyer	Aye

B. Sutter County Plan for Expelled Youth 2021-2024

Darcy Belleza presented the Sutter County Plan for Expelled Youth 2021-2024.

C. Local Control and Accountability Plan and Budget Overview for Parents

Darcy Belleza presented the Local Control and Accountability Plan and Budget Overview for Parents.

D. Vote to Open Public Hearing

David Brockmyer made a motion to open Public Hearing at 8:01 PM.
Jevon Webster seconded the motion.
The board **VOTED** unanimously to approve the motion.

E. Public Hearing for Local Control and Accountability Plan (LCAP) and Budget Overview for Parents (BOP)

No public comments.

F. Vote to Close Public Hearing

David Brockmyer made a motion to close the public hearing at 8:02 PM.
Nick Wavrin seconded the motion.
The board **VOTED** unanimously to approve the motion.

V. Governance

A. Discussion and Potential Action on Board Meeting Date Change for June 2021 and Calendar for the 2021-2022 School Year

Jevon Webster made a motion to approve changing June Board meeting to June 15, 2021 at 6:00 PM.
Nick Wavrin seconded the motion.
Jenell Sherman proposed date changing June Board meeting to June 15, 2021 at 6:00 PM and also requested moving 2021-2022 board meetings to 2nd week of the month.

Staff will re-present next year's board schedule at June board meeting.
The board **VOTED** unanimously to approve the motion.

B. Upcoming Compliance Items

Darcy Belleza presented upcoming Compliance items.

VI. Closing Items

A. Board of Director's Comments & Requests

No comments or requests.

B. Announcement of Next Regular Scheduled Board Meeting

Dave Brockmyer announced the Next Regular Schedule Board Meeting is June 15, 2021 at 6:00 PM.

C. Adjourn Meeting

Jevon Webster made a motion to adjourn the meeting.
David Brockmyer seconded the motion.
The board **VOTED** unanimously to approve the motion.
There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 8:05 PM.

Respectfully Submitted,
David Brockmyer

Prepared by:
Katie Royer

Noted by:

_____
Board Secretary

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Coversheet

Executive Director's Report

Section: I. Opening Items
Item: F. Executive Director's Report
Purpose: FYI
Submitted by:
Related Material: Feather River June 2021 ED Report.pdf

BACKGROUND:
Jenell Sherman presents the *Executive Director's Report.*

Executive Director's Report

June 2021

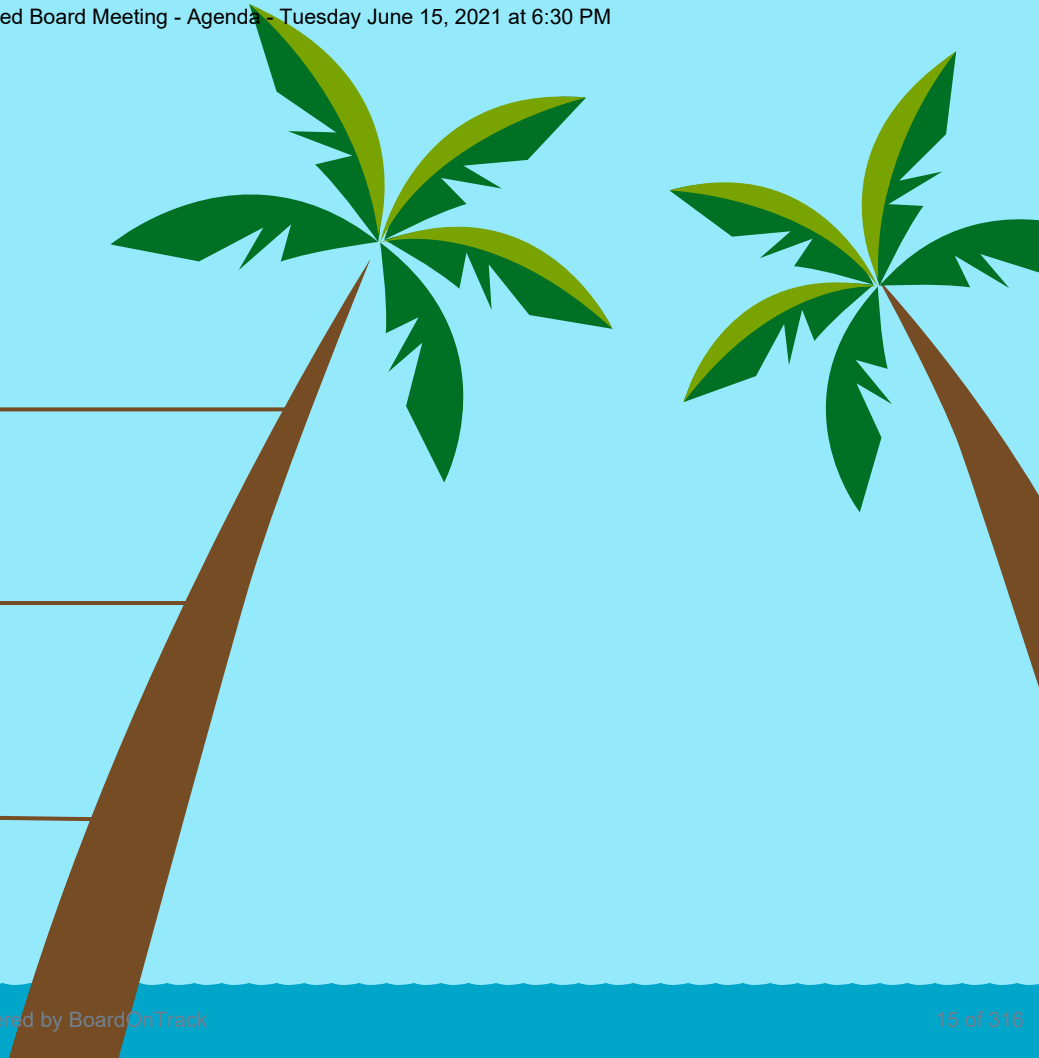
Feather River
CHARTER SCHOOL

Agenda

Enrollment 01

Hiring 02

The Grove 03



Feather River CHARTER SCHOOL

Enrollment Update

Current Enrollment

1638 Fully enrolled
+ 18 All Documents Verified
= **1656 Total Enrolled (90%)**

Target Enrollment

1840 goal by August

In-Process or Waitlisted

312 Confirmations sent
+395 Waitlisted
= 707 Potential New Students

HST Hiring Update

Returning Teachers: 61

New Hires: 14

Projected Openings: 5



Feather River CHARTER SCHOOL



New in the Grove

With Lt. Jason Baldwin &
Royce Gough

Feather River
CHARTER SCHOOL

Sequoia Grove Charter Alliance

Launch Date

July 1st operations officially launch

Email Migration

All Staff received @sequoiagrove email address & google migration

Hiring

____ % of Hiring Complete

Board Openings

The CSO board has 2 openings which we hope to fill by late August

Tech

Technology orders underway -- Laptops already arriving

Questions?

Any questions or requests?


Thank you
For serving our school!

Coversheet

May Financials

Section: II. Finance
Item: A. May Financials
Purpose: Vote
Submitted by:
Related Material: Feather River_Financial Package_May 2021.pdf

BACKGROUND:
Darlington Ahaiwe presents the May Financials.

RECOMMENDATION:
Recommended for Board approval.

CHARTER IMPACT

Feather River Charter School

Monthly Financial Presentation – May 2021

FEATHER RIVER - Highlights

- Year-end revenue projections decreased by $2k.
- Year-end expense projections increased by $77k.
- Year-end surplus projected at $2.1MM (Prior month; $2.2MM).
- Senate Bill 740 Requirements:
  - 40/80 Expense Ratio

Cert.	Instr.
39.4%	69.9%
(61,800)	(1,308,971)

  - 25:1 Pupil-Teacher ratio

Pupil:Teacher Ratio	
22.75	:1

FEATHER RIVER - Revenue

- **Federal Revenue:** Prior year State-Aid Adjustment.

	Year-to-Date			Annual/Full Year		
	Actual	Budget	Fav/(Unf)	Forecast	Budget	Fav/(Unf)
Revenue						
State Aid-Rev Limit	$ 6,384,802	$ 6,716,548	$ (331,746)	$ 10,171,512	$ 10,123,609	$ 47,903
Federal Revenue	70,250	106,428	(36,178)	1,897,140	129,930	1,767,210
Other State Revenue	698,664	676,342	22,322	1,021,855	908,300	113,555
Other Local Revenue	13,828	-	13,828	13,828	-	13,828
Total Revenue	**$ 7,167,544**	**$ 7,499,318**	**$ (331,774)**	**$ 13,104,336**	**$ 11,161,840**	**$ 1,942,496**

FEATHER RIVER - Expenses

- **Professional Services:** Increase to projected Legal and Special Activities expense.

	Year-to-Date			*Annual/Full Year*		
	Actual	**Budget**	**Fav/(Unf)**	**Forecast**	**Budget**	**Fav/(Unf)**
Expenses						
Certificated Salaries	$ 3,342,418	$ 3,040,774	$ (301,644)	$ 3,637,777	$ 3,320,026	$ (317,751)
Classified Salaries	187,121	297,966	110,845	203,968	325,627	121,659
Benefits	1,017,750	988,879	(28,871)	1,102,932	1,078,395	(24,537)
Books and Supplies	1,472,985	1,123,323	(349,662)	1,775,437	1,221,145	(554,292)
Subagreement Services	2,332,889	2,040,470	(292,419)	2,614,062	2,221,458	(392,604)
Operations	123,831	156,078	32,247	138,020	170,267	32,247
Facilities	(888)	3,025	3,913	(613)	3,300	3,913
Professional Services	1,214,036	962,698	(251,338)	1,371,183	1,091,440	(279,743)
Depreciation	709	2,750	2,041	959	3,000	2,041
Interest	76,580	161,504	84,924	109,477	161,504	52,027
Total Expenses	**$ 9,767,431**	**$ 8,777,467**	**$ (989,964)**	**$ 10,953,201**	**$ 9,596,162**	**$ (1,357,039)**

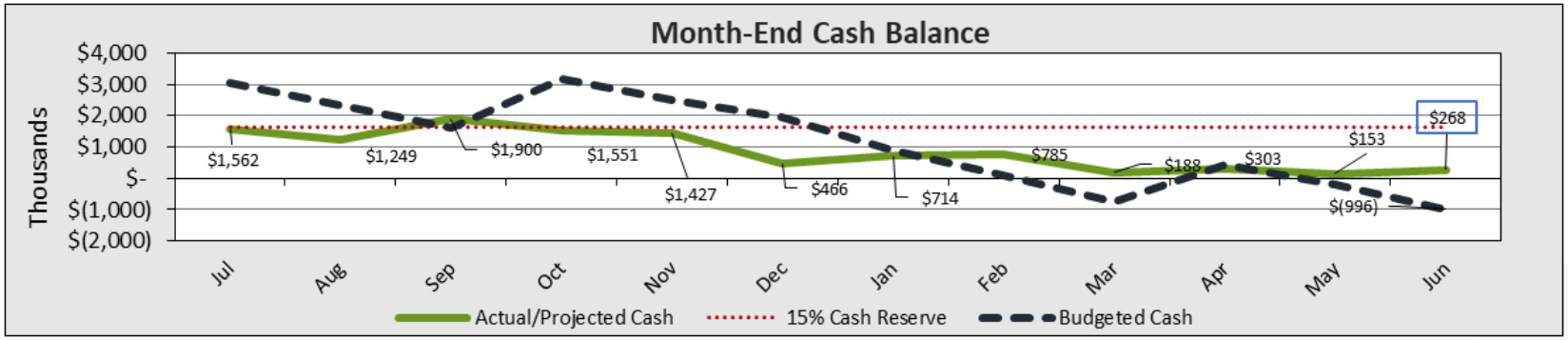
FEATHER RIVER - Fund Balance

- Projected surplus exceeds budget.

	Year-to-Date			*Annual/Full Year*		
	Actual	**Budget**	**Fav/(Unf)**	**Forecast**	**Budget**	**Fav/(Unf)**
Total Surplus(Deficit)	**$ (2,599,887)**	**$ (1,278,149)**	**$ (1,321,739)**	**$ 2,151,135**	**$ 1,565,678**	**$ 585,458**
Beginning Fund Balance	1,015,563	1,015,563		1,015,563	1,015,563	
Ending Fund Balance	**$ (1,584,324)**	**$ (262,586)**		**$ 3,166,698**	**$ 2,581,241**	
As a % of Annual Expenses	*-14.5%*	*-2.7%*		*28.9%*	*26.9%*	

FEATHER RIVER - Cash Balance

- Year-end cash balance projected at $268k.



FEATHER RIVER - Appendix

- Monthly Cash Flow / Forecast 20-21
- Budget vs. Actual
- Statement of Financial Position
- Statement of Cash Flows
- Check Register
- AP Aging
- Due-To/Due-From Balance

Feather River Charter School

Monthly Cash Flow/Forecast FY20-21

Revised 6/7/2021

ADA = 1091.86

CHARTER IMPACT

		Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Year-End Accruals	Annual Budget	Original Budget Total	Favorable / (Unfav.)
Revenues																**ADA =**	**1091.85**
State Aid - Revenue Limit																	
8011	LCFF State Aid	-	461,815	456,593	826,566	826,566	826,566	826,566	826,566	255,023	124,880	120,244	124,880	3,536,386	**9,212,651**	9,238,479	(25,828)
8012	Education Protection Account	-	-	-	54,593	-	-	-	-	-	109,157	-	-	54,622	**218,372**	218,370	2
8019	State Aid - Prior Year	-	-	-	-	-	-	-	-	50,207	(1,036)	(997)	-	-	**48,174**	-	48,174
8096	In Lieu of Property Taxes	-	-	185,318	-	-	-	171,063	57,021	104,039	52,026	52,026	46,486	24,337	**692,316**	666,760	25,556
		-	461,815	641,911	881,159	826,566	826,566	997,629	883,587	409,269	285,027	171,273	171,366	3,615,345	**10,171,512**	**10,123,609**	**47,903**
Federal Revenue																	
8181	Special Education - Entitlement	-	-	-	-	-	-	-	-	-	-	-	25,986	103,945	**129,931**	129,930	1
8296	Other Federal Revenue	-	-	7,999	-	-	62,251	-	-	-	-	-	1,696,959	-	**1,767,209**	-	1,767,209
		-	-	7,999	-	-	62,251	-	-	-	-	-	1,722,945	103,945	**1,897,140**	**129,930**	**1,767,210**
Other State Revenue																	
8311	State Special Education	29,306	36,478	59,206	59,206	59,206	59,206	59,206	30,628	14,998	14,429	14,242	52,535	166,470	**655,116**	655,110	6
8550	Mandated Cost	-	-	-	-	-	-	-	27,136	-	-	-	-	-	**27,136**	27,177	(41)
8560	State Lottery	-	-	-	-	-	-	61,679	-	-	60,150	-	-	104,186	**226,015**	226,013	2
8598	Prior Year Revenue	-	95	-	-	-	-	8,620	-	-	-	-	-	-	**8,715**	-	8,715
8599	Other State Revenue	-	-	-	-	-	7,999	4,042	1,890	90,942	-	-	-	-	**104,873**	-	104,873
		29,306	36,573	59,206	59,206	59,206	67,205	133,547	59,654	105,940	74,579	14,242	52,535	270,656	**1,021,855**	**908,300**	**113,555**
Other Local Revenue																	
8980	Contributions, Unrestricted	-	-	-	-	-	4,372	-	-	-	9,321	-	-	-	**13,693**	-	13,693
		-	-	-	135	-	4,372	-	-	-	9,321	-	-	-	**13,828**	**-**	**13,828**
Total Revenue		**29,306**	**498,388**	**709,116**	**940,500**	**885,772**	**960,394**	**1,131,176**	**943,241**	**515,209**	**368,927**	**185,515**	**1,946,846**	**3,989,946**	**13,104,336**	**11,161,840**	**1,942,496**
Expenses																	
Certificated Salaries																	
1100	Teachers' Salaries	183,657	209,254	210,453	211,205	204,314	201,677	197,875	190,987	183,590	199,684	198,416	194,050	-	**2,385,161**	2,375,121	(10,040)
1175	Teachers' Extra Duty/Stipends	4,000	10,850	18,313	18,263	19,125	19,380	20,565	22,450	22,150	21,965	21,865	15,500	-	**214,425**	155,000	(59,425)
1200	Pupil Support Salaries	34,958	36,658	39,158	38,958	39,333	39,033	39,033	39,033	39,371	40,033	40,033	40,033	-	**465,638**	390,500	(75,138)
1300	Administrators' Salaries	21,283	21,283	21,283	21,283	21,433	21,313	30,078	38,963	21,397	21,397	21,397	21,397	-	**282,508**	247,000	(35,508)
1900	Other Certificated Salaries	12,950	32,317	24,434	24,434	24,659	24,429	24,529	24,479	24,479	24,479	24,479	24,379	-	**290,045**	152,405	(137,640)
		256,849	310,362	313,641	314,143	308,865	305,833	312,081	315,911	290,987	307,557	306,190	295,358	- -	**3,637,777**	**3,320,026**	**(317,751)**
Classified Salaries																	
2100	Instructional Salaries	-	-	-	4,421	(4,421)	-	-	-	-	-	-	-	-	**-**	69,379	69,379
2200	Support Salaries	22,844	2,567	12,706	8,284	16,797	13,305	12,196	11,641	13,305	15,303	15,543	10,531	-	**155,023**	256,248	101,225
2400	Clerical and Office Staff Salaries	-	-	-	-	4,740	6,315	6,315	6,315	6,315	6,315	6,315	6,315	-	**48,945**	-	(48,945)
		22,844	2,567	12,706	12,706	17,116	19,620	18,511	17,956	19,620	21,618	21,858	16,846	- -	**203,968**	**325,627**	**121,659**
Benefits																	
3101	STRS	42,321	47,378	49,438	49,512	36,635	48,014	49,109	48,365	48,542	48,386	48,184	46,068	-	**561,951**	610,885	48,934
3301	OASDI	967	744	779	779	1,052	1,190	967	1,611	2,036	1,314	1,329	1,035	-	**13,802**	20,189	6,387
3311	Medicare	3,976	4,443	4,615	4,622	4,625	4,603	4,677	4,725	4,403	4,662	4,646	4,378	-	**54,376**	52,862	(1,514)
3401	Health and Welfare	28,220	26,439	25,337	25,390	27,219	24,634	30,760	29,316	30,963	28,251	28,263	28,125	-	**332,919**	315,000	(17,919)
3501	State Unemployment	1,746	366	-	49	204	97	14,118	821	500	750	265	1,348	-	**20,263**	28,420	8,157
3601	Workers' Compensation	3,254	(204)	6,100	3,050	3,050	3,050	3,050	2,250	3,051	3,051	3,051	4,227	-	**36,980**	51,039	14,059
3901	Other Benefits	-	-	7,619	-	-	-	-	-	200	74,821	-	-	-	**82,640**	-	(82,640)
		80,485	79,166	93,887	83,402	72,786	81,589	102,681	87,088	89,695	161,235	85,737	85,181	-	**1,102,932**	**1,078,395**	**(24,537)**
Books and Supplies																	
4302	School Supplies	34,080	139,758	94,204	80,513	60,065	89,839	88,038	125,458	173,454	212,606	63,007	86,339	112,755	**1,360,116**	779,436	(580,680)
4305	Software	35	8,726	176,164	(84,620)	16,865	5,953	4,327	4,347	4,547	5,023	4,216	2,958	-	**148,540**	35,500	(113,040)
4310	Office Expense	-	1,872	1,010	807	2,347	-	2,091	870	-	113	75	942	-	**10,126**	11,300	1,174
4311	Business Meals	-	-	-	-	-	-	-	60	31	77	43	142	-	**352**	1,700	1,348
4312	School Fundraising Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
4400	Noncapitalized Equipment	-	28,434	18,649	30,582	42,683	8,486	3,468	278	7,309	17,098	-	34,166	65,149	**256,303**	393,209	136,906
		34,115	178,791	290,026	27,281	121,960	104,277	97,923	131,012	185,341	234,916	67,341	124,547	177,905	**1,775,437**	**1,221,145**	**(554,292)**
Subagreement Services																	
5102	Special Education	600	7,338	12,666	70,121	86,946	278,097	67,725	66,372	129,655	62,003	49,007	35,075	-	**865,605**	420,900	(444,705)
5105	Security	-	-	-	-	-	-	-	-	-	-	-	458	-	**458**	5,500	5,042
5106	Other Educational Consultants	5,093	65,960	26,208	54,478	46,360	190,487	77,339	52,397	143,029	112,763	207,851	44,505	58,122	**1,084,592**	1,229,990	145,398
5107	Instructional Services	46,907	47,242	47,075	47,075	47,075	47,075	47,075	47,103	47,103	47,103	49,562	143,012	-	**663,407**	565,068	(98,339)
		52,601	120,541	85,949	171,674	180,381	515,659	192,139	165,871	319,786	221,869	306,419	223,051	58,122	**2,614,062**	- **2,221,458**	**(392,604)**
Operations and Housekeeping																	
5201	Auto and Travel	-	-	97	-	-	-	-	361	-	26	-	2,006	-	**2,491**	24,067	21,576
5300	Dues & Memberships	-	1,070	-	-	-	-	750	-	-	5,000	-	867	-	**7,687**	10,400	2,713
5400	Insurance	3,271	5,125	16,792	8,396	8,396	8,836	8,396	8,396	8,395	8,395	5,388	11,250	-	**101,036**	135,000	33,964
5900	Communications	-	579	434	120	96	176	5,713	2,443	5,780	3,921	5,167	67	-	**24,495**	800	(23,695)
5901	Postage and Shipping	-	-	58	(39)	141	1,094	667	324	66	-	-	-	-	**2,311**	-	(2,311)
		3,271	6,774	17,381	8,477	8,633	10,105	15,526	11,524	14,241	17,342	10,555	14,189	-	**138,020**	**170,267**	**32,247**
Facilities, Repairs and Other Leases																	
5601	Rent	-	-	-	-	-	-	-	-	-	-	-	83	-	**83**	1,000	917
5604	Other Leases	-	-	-	-	-	-	-	-	-	(937)	-	142	-	**(795)**	1,700	2,495
5610	Repairs and Maintenance	-	-	-	-	-	49	-	-	-	-	-	50	-	**99**	600	501
		-	-	-	-	-	49	-	-	-	(937)	-	275	-	**(613)**	**3,300**	**3,913**
Professional/Consulting Services																	
5801	IT	-	-	-	-	-	49	-	-	-	-	1,800	225	-	**2,074**	2,700	626
5802	Audit & Taxes	-	-	-	-	5,400	-	-	-	-	1,800	-	-	-	**7,200**	5,400	(1,800)
5803	Legal	-	8,833	(8,223)	10,685	4,567	21,170	32,261	1,637	8,301	8,279	24,888	1,008	-	**113,405**	12,100	(101,305)
5804	Professional Development	-	-	-	-	-	1,057	585	803	25,400	45	22	5,550	-	**33,462**	66,600	33,138

Feather River Charter School

Monthly Cash Flow/Forecast FY20-21

Revised 6/7/2021

ADA = 1091.86

CHARTER IMPACT

		Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Year-End Accruals	Annual Budget	Original Budget Total	Favorable / (Unfav.)
5805	General Consulting	-	400	567	200	1,200	11,780	913	1,006	5,400	900	1,000	683	-	**24,048**	8,200	(15,848)
5806	Special Activities/Field Trips	-	2,006	-	-	1,361	8,617	14,907	12,950	13,880	10,053	23,228	15,720		**102,721**	70,278	(32,443)
5807	Bank Charges	1,315	476	612	800	1,088	765	854	1,662	751	719	697	230	-	**9,968**	2,645	(7,323)
5808	Printing	55	22	-	-	-	-	-	-	-	-	-	10	-	**86**	115	29
5809	Other taxes and fees	861	370	-	2,190	-	140	-	1,237	-	691	1,429	320	-	**7,238**	3,680	(3,558)
5810	Payroll Service Fee	154	791	295	986	535	850	1,096	1,254	933	602	4,374	590	-	**12,459**	7,468	(4,991)
5811	Management Fee	57,924	64,293	63,826	64,351	64,211	63,951	64,072	64,275	65,025	66,225	82,884	74,394	-	**795,431**	760,400	(35,031)
5812	District Oversight Fee	-	-	(19,021)	-	-	63,242	-	-	98,590	29,801	23,261	4,284	54,131	**254,288**	151,854	(102,434)
5815	Public Relations/Recruitment	-	-	-	-	-	-	-	5,301	-	3,502	-	-	-	**8,803**	-	(8,803)
		60,309	77,191	38,055	79,211	78,362	171,619	114,686	90,125	218,280	122,617	163,581	103,016	54,131	**1,371,183**	**1,091,440**	**(279,743)**
	Depreciation																
6900	Depreciation Expense	64	4,423	4,423	(8,652)	64	64	64	64	64	64	64	250	-	**959**	3,000	2,041
		64	4,423	4,423	(8,652)	64	64	64	64	64	64	64	250	-	**959**	**3,000**	**2,041**
	Interest																
7438	Interest Expense	283	283	2,046	506	450	283	22,894	2,398	1,414	31,101	14,923	32,897	-	**109,477**	161,504	52,027
		283	283	2,046	506	450	283	22,894	2,398	1,414	31,101	14,923	32,897	-	**109,477**	**161,504**	**52,027**
Total Expenses		**510,820**	**780,097**	**858,114**	**688,748**	**788,617**	**1,209,099**	**876,506**	**821,951**	**1,139,429**	**1,117,384**	**976,668**	**895,611**	**290,158**	**10,953,201**	**9,596,162**	**(1,357,039)**
Monthly Surplus (Deficit)		**(481,514)**	**(281,709)**	**(148,997)**	**251,752**	**97,155**	**(248,705)**	**254,670**	**121,290**	**(624,220)**	**(748,456)**	**(791,153)**	**1,051,234**	**3,699,788**	**2,151,135**	- **1,565,678**	**585,458**
Cash Flow Adjustments																	
	Monthly Surplus (Deficit)	(481,514)	(281,709)	(148,997)	251,752	97,155	(248,705)	254,670	121,290	(624,220)	(748,456)	(791,153)	1,051,234	3,699,788	**2,151,135**		
	Cash flows from operating activities																
	Depreciation/Amortization	64	4,423	4,423	(8,652)	64	64	64	64	64	64	64	250	-	**959**		
	Public Funding Receivables	-	160,673	78,713	-	273,986	-	8,622	(144,670)	30,628	(54,593)	(119,247)	-	(3,989,946)	**(3,755,834)**		
	Grants and Contributions Rec.	1,142,686	-	522,695	497,103	132,265	(832,593)	(50,994)	883,587	-	-	-	-	-	**2,294,748**		
	Due To/From Related Parties	93,815	94,484	626,555	98,809	94,150		94,150	-	-	-	-	-	-	**1,101,963**		
	Prepaid Expenses	25	(34,339)	11,446	(10,480)	11,446	-	(21,707)	12,587	1,140	1,140	12,587	-	-	**(16,155)**		
	Other Assets	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
	Accounts Payable	(170,229)	473,401	(121,579)	(688,811)	(16,742)	188,102	(129,861)	(98,713)	54,223	7,369	195,707	-	290,158	**(16,975)**		
	Accrued Expenses	(16,028)	(261,939)	(244,731)	(359,232)	(336,352)	1,753	(491,442)	(661,849)	11,757	(19,309)	(45,954)	(336,351)	-	**(2,759,678)**		
	Deferred Revenue	-	-	148,486	-	-	(70,250)	(4,042)	(1,890)	(72,304)	-	-	(1,696,959)	-	**(1,696,959)**		
	Other Liabilities	(1,141,700)	-	-	-	-	-	-	-	-	-	-	-	-	**(1,141,700)**		
	Cash flows from investing activities																
	Purchases of Prop. And Equip.	-	(261,500)	-	261,500	-	-	-	-	-	-	-	-	-	**-**		
	Cash flows from financing activities																
	Proceeds from Factoring		-	-		-		609,600	-	-	927,800	690,600	1,096,581	-	**3,324,581**		
	Payments on Factoring	-	(206,000)	(206,000)	(370,800)	(358,900)	-					(93,953)		-	**(1,235,653)**		
	Proceeds from Debt	1,697,242	-	-	-	-	-	-	-	-	-	-	-	-	**1,697,242**		
	Payments on Debt	-	283	(20,550)	(20,550)	(20,550)	283	(20,550)	(39,407)	1,414	1,414	1,414		-	**(116,800)**		
Total Change in Cash		1,124,361	(312,223)	650,460	(349,360)	(123,478)	(961,345)	248,510	70,999	(597,297)	115,429	(149,936)	114,755				
Cash, Beginning of Month		437,300	1,561,660	1,249,437	1,899,897	1,550,537	1,427,059	465,714	714,224	785,223	187,926	303,355	153,419				
Cash, End of Month		**1,561,660**	**1,249,437**	**1,899,897**	**1,550,537**	**1,427,059**	**465,714**	**714,224**	**785,223**	**187,926**	**303,355**	**153,419**	**268,174**				

Cert.	Instr.
39.4%	69.9%
(61,800)	(1,308,971)

Pupil:Teacher Ratio	
22.75	:1

Feather River Charter School

Budget vs Actual

For the period ended May 31, 2021

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Revenues							
State Aid - Revenue Limit							
LCFF State Aid	$ 120,244	$ 250,662	$ (130,418)	$ 5,551,385	$ 5,979,874	$ (428,489)	$ 9,238,479
Education Protection Account	-	-	-	163,750	163,778	(28)	218,370
State Aid - Prior Year	(997)	-	(997)	48,174	-	48,174	-
In Lieu of Property Taxes	52,026	46,932	5,094	621,493	572,897	48,597	666,760
Total State Aid - Revenue Limit	171,273	297,594	(126,321)	6,384,802	6,716,548	(331,746)	10,123,609
Federal Revenue							
Special Education - Entitlement	-	11,751	(11,751)	-	106,428	(106,428)	129,930
Other Federal Revenue	-	-	-	70,250	-	70,250	-
Total Federal Revenue	-	11,751	(11,751)	70,250	106,428	(36,178)	129,930
Other State Revenue							
State Special Education	14,242	59,249	(45,007)	436,111	536,612	(100,501)	655,110
Mandated Cost	-	-	-	27,136	27,177	(41)	27,177
State Lottery	-	-	-	121,829	112,553	9,276	226,013
Prior Year Revenue	-	-	-	8,715	-	8,715	-
Other State Revenue	-	-	-	104,873	-	104,873	-
Total Other State Revenue	14,242	59,249	(45,007)	698,664	676,342	22,322	908,300
Other Local Revenue							-
Interest Revenue	-	-	-	135	-	135	-
Contributions, Unrestricted	-	-	-	13,693	-	13,693	-
Total Other Local Revenue	-	-	-	13,828	-	13,828	-
Total Revenues	**$ 185,515**	**$ 368,594**	**$ (183,079)**	**$ 7,167,544**	**$ 7,499,318**	**$ (331,774)**	**$ 11,161,840**
Expenses							
Certificated Salaries							
Teachers' Salaries	$ 198,416	$ 197,927	$ (489)	$ 2,191,112	$ 2,177,194	$ (13,917)	$ 2,375,121
Teachers' Extra Duty/Stipends	21,865	15,500	(6,365)	198,925	139,500	(59,425)	155,000
Pupil Support Salaries	40,033	32,542	(7,492)	425,604	357,958	(67,646)	390,500
Administrators' Salaries	21,397	20,583	(813)	261,111	226,417	(34,694)	247,000
Other Certificated Salaries	24,479	12,700	(11,778)	265,666	139,705	(125,962)	152,405
Total Certificated Salaries	306,190	279,252	(26,938)	3,342,418	3,040,774	(301,644)	3,320,026
Classified Salaries							
Instructional Salaries	-	6,307	6,307	-	63,072	63,072	69,379
Support Salaries	15,543	21,354	5,811	144,491	234,894	90,403	256,248
Clerical and Office Staff Salaries	6,315	-	(6,315)	42,630	-	(42,630)	-
Total Classified Salaries	21,858	27,661	5,803	187,121	297,966	110,845	325,627
Benefits							
State Teachers' Retirement System, certificated pos	48,184	51,382	3,198	515,883	559,502	43,619	610,885
OASDI/Medicare/Alternative, certificated positions	1,329	1,715	386	12,766	18,474	5,707	20,189
Medicare/Alternative, certificated positions	4,646	4,450	(196)	49,998	48,412	(1,587)	52,862
Health and Welfare Benefits, certificated positions	28,263	26,250	(2,013)	304,794	288,750	(16,044)	315,000
State Unemployment Insurance, certificated positio	265	1,421	1,156	18,916	26,999	8,083	28,420
Workers' Compensation Insurance, certificated posi	3,051	4,297	1,246	32,753	46,742	13,990	51,039
Other Benefits, certificated positions	-	-	-	82,640	-	(82,640)	-
Total Benefits	85,737	89,515	3,778	1,017,750	988,879	(28,871)	1,078,395
Books & Supplies							
School Supplies	63,007	65,166	2,159	1,161,021	717,102	(443,919)	779,436
Software	4,216	2,958	(1,257)	145,582	32,542	(113,040)	35,500
Office Expense	75	942	866	9,184	10,358	1,174	11,300
Business Meals	43	142	99	211	1,558	1,348	1,700
Noncapitalized Equipment	-	32,875	32,875	156,987	361,763	204,775	393,209
Total Books & Supplies	67,341	102,082	34,742	1,472,985	1,123,323	(349,662)	1,221,145
Subagreement Services							
Special Education	49,007	35,075	(13,932)	830,530	385,825	(444,705)	420,900
Security	-	458	458	-	5,042	5,042	5,500
Other Educational Consultants	207,851	102,835	(105,016)	981,964	1,131,624	149,660	1,229,990
Instructional Services	49,562	47,089	(2,472)	520,395	517,979	(2,416)	565,068
Total Subagreement Services	306,419	185,457	(120,962)	2,332,889	2,040,470	(292,419)	2,221,458
Operations & Housekeeping							
Auto and Travel	-	2,006	2,006	485	22,061	21,576	24,067
Dues & Memberships	-	867	867	6,820	9,533	2,713	10,400
Insurance	5,388	11,250	5,862	89,786	123,750	33,964	135,000
Communications	5,167	67	(5,101)	24,429	733	(23,695)	800

Feather River Charter School

Budget vs Actual

For the period ended May 31, 2021

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Postage and Shipping	-	-	-	2,311	-	(2,311)	-
Total Operations & Housekeeping	10,555	14,189	3,634	123,831	156,078	32,247	170,267
Facilities, Repairs & Other Leases							
Rent	-	83	83	-	917	917	1,000
Other Leases	-	142	142	(937)	1,558	2,495	1,700
Repairs and Maintenance	-	50	50	49	550	501	600
Total Facilities, Repairs & Other Leases	-	275	275	(888)	3,025	3,913	3,300
Professional/Consulting Services							
IT	1,800	225	(1,575)	1,849	2,475	626	2,700
Audit & Taxes	-	-	-	7,200	5,400	(1,800)	5,400
Legal	24,888	1,008	(23,879)	112,397	11,092	(101,305)	12,100
Professional Development	22	5,550	5,528	27,912	61,050	33,138	66,600
General Consulting	1,000	683	(317)	23,365	7,517	(15,848)	8,200
Special Activities/Field Trips	23,228	5,876	(17,352)	87,001	64,657	(22,343)	70,278
Bank Charges	697	230	(467)	9,738	2,415	(7,323)	2,645
Printing	-	10	10	76	105	29	115
Other Taxes and Fees	1,429	320	(1,109)	6,918	3,360	(3,558)	3,680
Payroll Service Fee	4,374	622	(3,751)	11,869	6,845	(5,023)	7,467
Management Fee	82,884	63,367	(19,517)	721,037	697,034	(24,003)	760,400
District Oversight Fee	23,261	4,464	(18,797)	195,872	100,748	(95,124)	151,854
Public Relations/Recruitment	-	-	-	8,803	-	(8,803)	-
Total Professional/Consulting Services	163,581	82,355	(81,226)	1,214,036	962,698	(251,338)	1,091,440
Depreciation							
Depreciation Expense	64	250	186	709	2,750	2,041	3,000
Total Depreciation	64	250	186	709	2,750	2,041	3,000
Interest							
Interest Expense	14,923	-	(14,923)	76,580	161,504	84,924	161,504
Total Interest	14,923	-	(14,923)	76,580	161,504	84,924	161,504
Total Expenses	**$ 976,668**	**$ 781,037**	**$ (195,631)**	**$ 9,767,431**	**$ 8,777,467**	**$ (989,964)**	**$ 9,596,162**
Change in Net Assets	**(791,153)**	**(412,444)**	**(378,709)**	**(2,599,887)**	**(1,278,148)**	**(1,321,739)**	**1,565,678**
Net Assets, Beginning of Period	(793,171)			1,015,563			
Net Assets, End of Period	**$ (1,584,324)**			**$ (1,584,324)**			

Feather River Charter School

Statement of Financial Position

May 31, 2021

	Current Balance	Beginning Year Balance	YTD Change	YTD % Change
Assets				
Current Assets				
Cash & Cash Equivalents	$ 153,419	$ 437,300	$ (283,881)	-65%
Accounts Receivable	140,091	1,293,140	(1,153,048)	-89%
Public Funding Receivable	484,951	719,063	(234,112)	-33%
Factored Receivables	(2,134,047)	-	(2,134,047)	0%
Due To/From Related Parties	4,015,127	5,117,090	(1,101,963)	-22%
Prepaid Expenses	64,298	48,143	16,155	34%
Total Current Assets	**2,723,840**	**7,614,735**	**(4,890,895)**	**-64%**
Long-Term Assets				
Property & Equipment, Net	4,641	5,350	(709)	-13%
Total Long Term Assets	**4,641**	**5,350**	**(709)**	**-13%**
Total Assets	**$ 2,728,451**	**$ 7,620,085**	**$ (4,891,634)**	**-64%**
Liabilities				
Current Liabilities				
Accounts Payable	$ 356,968	$ 664,131	$ (307,163)	-46%
Accrued Liabilities	2,250,363	4,673,689	(2,423,326)	-52%
Deferred Revenue	-	1,141,700	(1,141,700)	-100%
Notes Payable, Current Portion	169,696	125,002	44,694	36%
Total Current Liabilities	**2,777,027**	**6,604,522**	**(3,827,495)**	**-58%**
Long-Term Liabilities				
Notes Payable, Net of Current Portion	1,535,748	-	1,535,748	0%
Total Long-Term Liabilities	**1,535,748**	**-**	**1,535,748**	**0%**
Total Liabilities	**$ 4,312,775**	**$ 6,604,522**	**$ (2,291,747)**	**-35%**
Total Net Assets	**(1,584,324)**	**1,015,563**	**(2,599,887)**	**-256%**
Total Liabilities and Net Assets	**$ 2,728,451**	**$ 7,620,085**	**$ (4,891,634)**	**-64%**

Feather River Charter School

Statement of Cash Flows

For the period ended May 31, 2021

	Month Ended 05/31/21	YTD Ended 05/31/21
Cash Flows from Operating Activities		
Change in Net Assets	$ (791,153)	$ (2,599,887)
Adjustments to reconcile change in net assets to net cash flows from operating activities:		
Depreciation	64	709
Decrease/(Increase) in Operating Assets:		
Public Funding Receivables	(119,247)	234,112
Grants, Contributions & Pledges Receivable	596,647	3,287,095
Due from Related Parties	-	1,101,963
Prepaid Expenses	12,587	(16,155)
(Decrease)/Increase in Operating Liabilities:		
Accounts Payable	195,707	(307,133)
Accrued Expenses	(45,954)	(2,423,326)
Deferred Revenue	-	(1,141,700)
Total Cash Flows from Operating Activities	**(151,350)**	**(1,864,322)**
Cash Flows from Financing Activities		
Proceeds from (payments on) Long-Term Debt	1,414	1,580,442
Total Cash Flows from Financing Activities	**1,414**	**1,580,442**
Change in Cash & Cash Equivalents	(149,936)	(283,881)
Cash & Cash Equivalents, Beginning of Period	303,355	437,300
Cash and Cash Equivalents, End of Period	**$ 153,419**	**$ 153,419**

Feather River Charter School

Check Register

For the period ended May 31, 2021

Check Number	Vendor Name	Check Date	Check Amount
12420	Sutter County Schools	5/4/2021	$ 78,320.28
12421	8x8, Inc.	5/6/2021	143.77
12422	Alina Gavrilov	5/6/2021	1,100.00
12423	All About Learning Press, Inc.	5/6/2021	51.85
12424	Anzhelika Chernozubov	5/6/2021	2,298.00
12425	Arabic Homeschool	5/6/2021	482.00
12426	CBC Therapeutic Horseback Riding Academy LLC	5/6/2021	400.00
12427	Charter Impact, Inc.	5/6/2021	35,422.00
12428	Institute for Excellence in Writing	5/6/2021	210.54
12429	Jacquelynn Hauser	5/6/2021	1,407.00
12430	Kalmykov Tatyana	5/6/2021	160.00
12431	Kim Snow's Music Studio	5/6/2021	1,390.21
12432	KiwiCo, Inc	5/6/2021	3,215.71
12433	Kovar's Satori Academy	5/6/2021	1,747.00
12434	NCDC	5/6/2021	684.00
12435	R&D Educational Systems Inc Sombrero Time	5/6/2021	298.00
12436	Rainbow Resource Center	5/6/2021	1,243.41
12437	Rainwater Music Company	5/6/2021	1,697.00
12438	Sheri Joyce aka Well Read Fred	5/6/2021	120.00
12439	Therapeutic Language Clinic, Inc.	5/6/2021	880.00
12440	Vadim Geletyk	5/6/2021	520.00
12441	Wilkinson Hadley King & Co., LLP	5/6/2021	1,800.00
12442	Shauna Frost	5/10/2021	715.00
12443	A Brighter Child	5/13/2021	193.51
12444	Active Internet Technologies, LLC	5/13/2021	1,800.00
12445	Anzhelika Chernozubov	5/13/2021	280.00
12446	Beautiful Feet Books, Inc.	5/13/2021	208.52
12447	Becker Academy of Guitar	5/13/2021	1,100.00
12448	Beni Herevia Jr.	5/13/2021	240.00
12449	Boutwell Fay LLP	5/13/2021	2,105.00
12450	Brave Writer LLC	5/13/2021	299.00
12451	Bright Solutions For Dyslexia, Inc	5/13/2021	392.08
12452	Culinary Comfort	5/13/2021	320.00
12453	David Brockmyer	5/13/2021	200.00
12454	Dustin Arth	5/13/2021	360.00
12455	E-Therapy LLC	5/13/2021	1,400.50
12456	Educational Development Corporation	5/13/2021	543.37
12457	EFSAC Education Francaise de Sacramento	5/13/2021	616.00
12458	Elena Nosov	5/13/2021	80.00
12459	EMH Sports USA, Inc.	5/13/2021	85.00
12460	Evan-Moor	5/13/2021	99.99
12461	Galaxy Dance Arts, LLC	5/13/2021	197.75
12462	Growing Healthy Children Therapy Services Inc.	5/13/2021	5,513.50
12463	Hands 4 Building, LLC	5/13/2021	367.97
12464	Haven Oak Education Services	5/13/2021	640.00
12465	Hear Say Speech and Language Services	5/13/2021	997.50
12466	Homeschool Spanish Academy	5/13/2021	438.00
12467	Jaimee Wadman	5/13/2021	281.92
12468	Jan Turton's Music	5/13/2021	100.00
12469	Jevon Webster	5/13/2021	200.00
12470	Jonathan Holowaty	5/13/2021	150.00
12471	Julna Carter	5/13/2021	200.00

12472	Ken Willer	5/13/2021	605.00
12473	Kim Mordecai	5/13/2021	240.00
12474	Kimberly Malta Tutoring	5/13/2021	1,494.00
12475	Maksim Semenenko	5/13/2021	100.00
12476	Math-U-See Inc.	5/13/2021	719.00
12477	Momni Cafe	5/13/2021	100.00
12478	Monarch River Academy	5/13/2021	5,308.37
12479	MoxieBox Art, Inc	5/13/2021	153.03
12480	Nancy Barcal	5/13/2021	1,150.00
12481	NewSongs Music	5/13/2021	2,112.00
12482	Nick Wavrin	5/13/2021	200.00
12483	Oak Meadow Inc.	5/13/2021	795.00
12484	PresenceLearning, Inc.	5/13/2021	9,269.60
12485	Procopio, Cory, Hargreaves & Savitch LLP	5/13/2021	2,724.00
12486	Progressive Instruction LLC	5/13/2021	732.00
12487	Provenance	5/13/2021	11,456.30
12488	Rainbow Resource Center	5/13/2021	499.83
12489	Sacramento Youth Symphony	5/13/2021	552.50
12490	Sea Otter Swim Lessons	5/13/2021	1,034.10
12491	Silicon Valley High School Inc	5/13/2021	380.00
12492	Teaching Textbooks	5/13/2021	202.48
12493	The Curiosity Collective	5/13/2021	75.00
12494	The Lampo Group, LLC	5/13/2021	102.28
12495	Vista Child Therapy	5/13/2021	190.00
12496	Yuko Ray	5/13/2021	378.00
12497	Provenance	5/13/2021	136,150.56
12498	A Brighter Child	5/21/2021	1,617.49
12499	Alina Gavrilov	5/21/2021	1,150.00
12500	Alona Kravchuk	5/21/2021	400.00
12501	Beda Brazillian Jiu Jitsu Academy	5/21/2021	135.00
12502	Big Little Ones LLC	5/21/2021	130.85
12503	Black Oak Therapy	5/21/2021	468.00
12504	BookShark	5/21/2021	522.46
12505	Brave Writer LLC	5/21/2021	66.95
12506	CONFIDENTIAL	5/21/2021	25.00
12507	Charter Impact, Inc.	5/21/2021	4,373.61
12508	Clarksville Charter School	5/21/2021	27,206.90
12509	Eat at Joes Inc dba Encore Studio of Performing Arts	5/21/2021	281.00

12510	Equine Unlimited Inc.	5/21/2021	390.00
12511	Eureka Education! by Cynthia	5/21/2021	440.00
12512	Folsom Piano Academy	5/21/2021	540.00
12513	Graham Music Studio	5/21/2021	270.00
12514	Hands 4 Building, LLC	5/21/2021	295.98
12515	Home Science Tools	5/21/2021	283.51
12516	Institute for Excellence in Writing	5/21/2021	247.05
12517	Irina Samarina	5/21/2021	450.00
12518	JacKris Publishing, LLC	5/21/2021	71.28
12519	Jaime Layton	5/21/2021	720.00
12520	Jennifer Neufeld	5/21/2021	163.79
12521	KiwiCo, Inc	5/21/2021	3,075.87
12522	Kovars Martial Arts - Roseville	5/21/2021	1,170.00
12523	Lake View Charter School	5/21/2021	2,138.21
12524	Learning Without Tears	5/21/2021	31.81
12525	Let Me LLC	5/21/2021	1,380.00
12526	Lisa Frimberger	5/21/2021	1,320.00
12527	CONFIDENTIAL	5/21/2021	25.00
12528	Lotus Educational Services	5/21/2021	872.81
12529	Manzanita Learning Circle	5/21/2021	120.00
12530	Math-U-See Inc.	5/21/2021	637.00
12531	CONFIDENTIAL	5/21/2021	25.00
12532	Musical Mayhem Productions, Inc.	5/21/2021	300.00
12533	Natalie Savytskyy	5/21/2021	1,755.00
12534	Provenance	5/21/2021	3,320.00
12535	Rainbow Resource Center	5/21/2021	944.64
12536	Specialized Therapy Services, Inc.	5/21/2021	1,000.00
12537	StaffRehab LLC	5/21/2021	389.00
12538	Teaching Textbooks	5/21/2021	122.16
12539	The Cottonwood School	5/21/2021	49.44
12540	Think Outside, LLC	5/21/2021	113.85
12541	TLC Stables Inc.	5/21/2021	460.00
12542	Willie's Woodshop	5/21/2021	40.00
12543	Winship Community School	5/21/2021	2,354.98
12544	Yattiyr Hybrid School	5/21/2021	2,067.00
12545	Academics In A Box Inc	5/27/2021	86.85
12546	Alona Kravchuk	5/27/2021	79.42
12547	Becker Academy of Guitar	5/27/2021	165.00
12548	BookShark	5/27/2021	240.73
12549	Department of Justice	5/27/2021	1,209.00
12550	Eat at Joes Inc dba Encore Studio of Performing Arts	5/27/2021	281.00
12551	Educational Development Corporation	5/27/2021	95.00
12552	Elisse Tweet	5/27/2021	100.00
12553	Evan-Moor	5/27/2021	417.56
12554	Global Teletherapy	5/27/2021	35,596.00
12555	Janelle Martinez	5/27/2021	42.00
12556	Jennifer McQuarrie	5/27/2021	231.00
12557	Kline Music	5/27/2021	60.00
12558	Kovar's Satori Academy	5/27/2021	596.00
12559	Lake View Charter School	5/27/2021	1,093.24
12560	Monarch River Academy	5/27/2021	21,065.98
12561	Oak Meadow Inc.	5/27/2021	145.00
12562	Silicon Valley High School Inc	5/27/2021	665.00
12563	T-Mobile	5/27/2021	1,140.00
12564	Vista Child Therapy	5/27/2021	1,090.00
12565	Well-Trained Mind Academy	5/27/2021	317.50

Total Disbursements in May $ 459,115.35

Feather River Charter School

Accounts Payable Aging

May 31, 2021

Vendor Name	Invoice/Credit Number	Invoice Date	Date Due	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Total
Bright Solutions For Dyslexia, Inc	88-80738	10/21/2019	11/20/2019	$ -	$ -	$ -	$ -	$ 571.15	$ 571.15
Live Online Math	IS2 (FRS) 2021	5/20/2020	6/19/2020	-	-	-	-	2,345.00	2,345.00
Amazon Capital Services	1MJW-G7NY-WYGY	7/4/2020	8/3/2020	-	-	-	-	(29.88)	(29.88)
Amazon Capital Services	1L3P-NYJC-3F1W	7/9/2020	8/8/2020	-	-	-	-	(16.18)	(16.18)
Amazon Capital Services	1MFN-QHPP-GX3J	7/31/2020	8/30/2020	-	-	-	-	(17.64)	(17.64)
Amazon Capital Services	1CHV-PNFR-GXVD	8/5/2020	9/4/2020	-	-	-	-	(2.10)	(2.10)
Amazon Capital Services	1GJT-13LQ-HVDT	7/30/2020	9/28/2020	-	-	-	-	(33.77)	(33.77)
Amazon Capital Services	1GJT-13LQ-Q4LG	7/31/2020	9/29/2020	-	-	-	-	(34.19)	(34.19)
Amazon Capital Services	1Y9D-1MPY-NLJP	8/2/2020	10/1/2020	-	-	-	-	(6.51)	(6.51)
Amazon Capital Services	1R79-XNWK-JP64	8/29/2020	10/28/2020	-	-	-	-	(58.70)	(58.70)
Brave Writer LLC	91428169CM	10/20/2020	11/19/2020	-	-	-	-	(500.00)	(500.00)
Joanna Abundiz	736086	11/19/2020	12/19/2020	-	-	-	(1,001.45)	-	(1,001.45)
Winship-Robbins ESD	21-002	2/8/2021	3/10/2021	69,782.05	-	-	-	-	69,782.05
Timberdoodle.com	357299	3/8/2021	4/7/2021	507.71	-	-	-	-	507.71
Timberdoodle.com	357386	3/9/2021	4/8/2021	217.58	-	-	-	-	217.58
Timberdoodle.com	357403	3/10/2021	4/9/2021	428.61	-	-	-	-	428.61
Walton Academy	ANDRES-01	3/15/2021	4/14/2021	360.00	-	-	-	-	360.00
KD Studios	141	3/16/2021	4/15/2021	320.00	-	-	-	-	320.00
KD Studios	143	3/16/2021	4/15/2021	320.00	-	-	-	-	320.00
Anna Vavrynyuk	15	3/17/2021	4/16/2021	300.00	-	-	-	-	300.00
Riverside Insights	INV069565	3/25/2021	4/24/2021	4,622.04	-	-	-	-	4,622.04
The Cottonwood School	4012021	4/1/2021	5/1/2021	45,172.12	-	-	-	-	45,172.12
Brave Writer LLC	43628168	5/3/2021	5/3/2021	199.00	-	-	-	-	199.00
Jabbergym	13553	4/5/2021	5/5/2021	1,016.25	-	-	-	-	1,016.25
Eaton Interpreting Services, Inc.	312990	5/5/2021	5/5/2021	300.00	-	-	-	-	300.00
Easter Seal Superior CA	030221	4/8/2021	5/8/2021	280.00	-	-	-	-	280.00
Monarch River Academy	638	5/11/2021	5/11/2021	5,308.37	-	-	-	-	5,308.37
Procopio, Cory, Hargreaves & Savitch LL	754920	5/12/2021	5/12/2021	2,154.75	-	-	-	-	2,154.75
Beautiful Feet Books, Inc.	14397	5/14/2021	5/14/2021	238.39	-	-	-	-	238.39
Beautiful Feet Books, Inc.	14398	5/14/2021	5/14/2021	136.59	-	-	-	-	136.59
Moving Beyond the Page	252774	4/15/2021	5/15/2021	301.20	-	-	-	-	301.20
Oak Meadow Inc.	119828	4/15/2021	5/15/2021	740.00	-	-	-	-	740.00
E-Therapy LLC	18640	4/15/2021	5/15/2021	1,738.00	-	-	-	-	1,738.00
Educational Development Corporation	DIR9218889	4/15/2021	5/15/2021	128.92	-	-	-	-	128.92
Haven Oak Education Services	38	4/15/2021	5/15/2021	640.00	-	-	-	-	640.00
Kovar's Satori Academy of Martial Arts	CarAPR2021	4/15/2021	5/15/2021	1,027.00	-	-	-	-	1,027.00
Devyn Cottrell	SP21003	4/16/2021	5/16/2021	1,050.00	-	-	-	-	1,050.00
Lori Huck	526	4/16/2021	5/16/2021	1,230.00	-	-	-	-	1,230.00
Alina Ilchuk	8-2021	4/16/2021	5/16/2021	210.00	-	-	-	-	210.00
Alisher Sodikov	A60	4/17/2021	5/17/2021	140.00	-	-	-	-	140.00
Tennis with Cole	03112036	5/17/2021	5/17/2021	480.00	-	-	-	-	480.00
Tennis with Cole	03112037	5/17/2021	5/17/2021	880.00	-	-	-	-	880.00
Tennis with Cole	03112038	5/17/2021	5/17/2021	560.00	-	-	-	-	560.00
Tennis with Cole	03112039	5/17/2021	5/17/2021	440.00	-	-	-	-	440.00
Total Education Solutions	3392245	4/6/2021	5/18/2021	2,617.50	-	-	-	-	2,617.50
Bright Thinker	SINV2912	4/18/2021	5/18/2021	357.23	-	-	-	-	357.23

Feather River Charter School

Accounts Payable Aging

May 31, 2021

Vendor Name	Invoice/Credit Number	Invoice Date	Date Due	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Total
Alexandra Sokolov	256	4/19/2021	5/19/2021	405.00	-	-	-	-	405.00
Well Trained Mind Press	53864	4/19/2021	5/19/2021	56.75	-	-	-	-	56.75
Writing With Kris	PO 21SprFR3	4/19/2021	5/19/2021	1,580.00	-	-	-	-	1,580.00
Oak Meadow Inc.	119867	4/19/2021	5/19/2021	209.00	-	-	-	-	209.00
Rachel Eldridge	1059	4/19/2021	5/19/2021	765.00	-	-	-	-	765.00
Shooting Stars Tutoring	27	4/19/2021	5/19/2021	600.00	-	-	-	-	600.00
Danielle Holaday	HOLA041921	4/19/2021	5/19/2021	22.27	-	-	-	-	22.27
Hawkins School of Performing Arts	10626	4/19/2021	5/19/2021	73.02	-	-	-	-	73.02
Gina Gascon	GASC041921	4/19/2021	5/19/2021	51.45	-	-	-	-	51.45
Little Learners Education Center	1066	4/20/2021	5/20/2021	810.00	-	-	-	-	810.00
Kathryn Burns	FRCSP221	4/20/2021	5/20/2021	785.04	-	-	-	-	785.04
Tina Mut	MUT042021	4/20/2021	5/20/2021	28.00	-	-	-	-	28.00
CB Music	16883	4/20/2021	5/20/2021	109.00	-	-	-	-	109.00
Steve Wallen Swim School Roseville	25	4/21/2021	5/21/2021	130.00	-	-	-	-	130.00
Total Education Solutions	3322108	4/21/2021	5/21/2021	2,550.00	-	-	-	-	2,550.00
Viktoria Dzhumara	69	4/21/2021	5/21/2021	480.00	-	-	-	-	480.00
K3 Syncopation, LLC	168	4/21/2021	5/21/2021	304.00	-	-	-	-	304.00
K3 Syncopation, LLC	170	4/21/2021	5/21/2021	342.00	-	-	-	-	342.00
Extreme Gymnastics	42121	4/21/2021	5/21/2021	1,500.00	-	-	-	-	1,500.00
Classical Learning Resource Center LLC	3297	5/21/2021	5/21/2021	200.00	-	-	-	-	200.00
Classical Learning Resource Center LLC	3298	5/21/2021	5/21/2021	200.00	-	-	-	-	200.00
Eureka Education! by Cynthia	04212021	4/21/2021	5/21/2021	220.00	-	-	-	-	220.00
A Brighter Child	58294	4/21/2021	5/21/2021	29.56	-	-	-	-	29.56
A Brighter Child	58295	4/21/2021	5/21/2021	86.47	-	-	-	-	86.47
A Brighter Child	58299	4/22/2021	5/22/2021	47.23	-	-	-	-	47.23
A Brighter Child	58127	4/22/2021	5/22/2021	804.11	-	-	-	-	804.11
A Brighter Child	57256	4/22/2021	5/22/2021	90.00	-	-	-	-	90.00
A Brighter Child	57664	4/22/2021	5/22/2021	90.00	-	-	-	-	90.00
A Brighter Child	58053	4/22/2021	5/22/2021	212.48	-	-	-	-	212.48
Hawkins School of Performing Arts	10629	4/22/2021	5/22/2021	41.15	-	-	-	-	41.15
Hawkins School of Performing Arts	10630	4/22/2021	5/22/2021	61.69	-	-	-	-	61.69
Verizon Wireless	9878202203	4/22/2021	5/22/2021	1,560.82	-	-	-	-	1,560.82
Space 4 Art Jam LLC	2021042201	4/22/2021	5/22/2021	60.00	-	-	-	-	60.00
Space 4 Art Jam LLC	2021042202	4/22/2021	5/22/2021	240.00	-	-	-	-	240.00
StaffRehab LLC	M0077359	4/23/2021	5/23/2021	804.75	-	-	-	-	804.75
Teacher Synergy LLC	152391062	4/23/2021	5/23/2021	48.41	-	-	-	-	48.41
Beautiful Feet Books, Inc.	14281	4/23/2021	5/23/2021	301.99	-	-	-	-	301.99
Beautiful Feet Books, Inc.	14282	4/23/2021	5/23/2021	30.81	-	-	-	-	30.81
The Serendipity Center for Leadership a	FRW2021	4/23/2021	5/23/2021	6,011.92	-	-	-	-	6,011.92
A Brighter Child	58067	4/23/2021	5/23/2021	586.59	-	-	-	-	586.59
A Brighter Child	58124	4/23/2021	5/23/2021	308.37	-	-	-	-	308.37
A Brighter Child	58125	4/23/2021	5/23/2021	180.61	-	-	-	-	180.61
A Brighter Child	58177	4/23/2021	5/23/2021	335.89	-	-	-	-	335.89
A Brighter Child	58178	4/23/2021	5/23/2021	535.17	-	-	-	-	535.17
A Brighter Child	58307	4/23/2021	5/23/2021	206.53	-	-	-	-	206.53
Olga Shabanov	FRS-16Kar	4/23/2021	5/23/2021	520.00	-	-	-	-	520.00
Sheryl Adler-Eldridge	ADLE042421	4/24/2021	5/24/2021	41.00	-	-	-	-	41.00

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Music and More Arts Academy	5077	4/24/2021	5/24/2021	720.00	-	-	-	-	720.00
Lola Sadikova	L66	4/24/2021	5/24/2021	520.00	-	-	-	-	520.00
Math-U-See Inc.	0699862-IN	3/25/2021	5/24/2021	131.00	-	-	-	-	131.00
Alisher Sodikov	A70	4/24/2021	5/24/2021	900.00	-	-	-	-	900.00
Tamraloo Music	TLS202101FRCS	1/1/2021	5/25/2021	2,013.73	-	-	-	-	2,013.73
Allie Suydam	SUYD042521	4/25/2021	5/25/2021	52.37	-	-	-	-	52.37
The Curious Brush	008	4/25/2021	5/25/2021	90.00	-	-	-	-	90.00
Voice Academy	124	5/11/2021	5/25/2021	120.00	-	-	-	-	120.00
Voice Academy	125	5/11/2021	5/25/2021	320.00	-	-	-	-	320.00
Voice Academy	126	5/11/2021	5/25/2021	160.00	-	-	-	-	160.00
Math-U-See Inc.	0700084-IN	3/26/2021	5/25/2021	119.00	-	-	-	-	119.00
LB's Rock N Riding Ranch	21-0425b	4/25/2021	5/25/2021	840.00	-	-	-	-	840.00
Jennifer Hoover	210425	4/25/2021	5/25/2021	2,868.00	-	-	-	-	2,868.00
MEL Science U.S. LLC	TR2021042501	4/25/2021	5/25/2021	209.40	-	-	-	-	209.40
Regina Lott	207	4/25/2021	5/25/2021	270.00	-	-	-	-	270.00
Regina Lott	208	4/25/2021	5/25/2021	270.00	-	-	-	-	270.00
Regina Lott	211	4/25/2021	5/25/2021	585.00	-	-	-	-	585.00
Olga Shabanov	FRS-17Kar	4/26/2021	5/26/2021	210.00	-	-	-	-	210.00
Lotus Educational Services	1848	4/26/2021	5/26/2021	659.37	-	-	-	-	659.37
Oak Meadow Inc.	119970	4/26/2021	5/26/2021	287.00	-	-	-	-	287.00
Fair Oaks Recreation and Park District	100	4/26/2021	5/26/2021	326.00	-	-	-	-	326.00
Encore Music Center	HORNE#3	4/26/2021	5/26/2021	660.00	-	-	-	-	660.00
Wieser Educational	94860	4/26/2021	5/26/2021	37.06	-	-	-	-	37.06
Sunshine Swim & Fitness Center	2021-04	4/26/2021	5/26/2021	2,378.00	-	-	-	-	2,378.00
All About Learning Press, Inc.	906621	4/26/2021	5/26/2021	208.75	-	-	-	-	208.75
Beautiful Feet Books, Inc.	14299	4/26/2021	5/26/2021	290.48	-	-	-	-	290.48
Art of Problem Solving	219555	4/26/2021	5/26/2021	96.00	-	-	-	-	96.00
All About Learning Press, Inc.	906643	4/27/2021	5/27/2021	159.90	-	-	-	-	159.90
Teacher Synergy LLC	152736789	4/27/2021	5/27/2021	36.00	-	-	-	-	36.00
Equine Unlimited Inc.	0109	4/27/2021	5/27/2021	55.00	-	-	-	-	55.00
Equine Unlimited Inc.	0120	4/29/2021	5/27/2021	110.00	-	-	-	-	110.00
History Unboxed LLC	wc-10235HU	4/27/2021	5/27/2021	66.10	-	-	-	-	66.10
JacKris Publishing, LLC	1128	4/27/2021	5/27/2021	73.57	-	-	-	-	73.57
JacKris Publishing, LLC	1129	4/27/2021	5/27/2021	109.20	-	-	-	-	109.20
Learning Without Tears	INV107343	4/27/2021	5/27/2021	28.52	-	-	-	-	28.52
Oak Meadow Inc.	120006	4/27/2021	5/27/2021	112.00	-	-	-	-	112.00
MEL Science U.S. LLC	BV2021042804	4/27/2021	5/27/2021	209.40	-	-	-	-	209.40
NCDC	504	4/27/2021	5/27/2021	685.00	-	-	-	-	685.00
Shelley McDaniel	MCDA042821	4/28/2021	5/28/2021	28.00	-	-	-	-	28.00
Annenkov Music School	81074	4/28/2021	5/28/2021	225.00	-	-	-	-	225.00
A Brighter Child	58245	4/28/2021	5/28/2021	462.11	-	-	-	-	462.11
Moore's Karate of Elk Grove, Inc.	219	4/28/2021	5/28/2021	150.00	-	-	-	-	150.00
Moore's Karate of Elk Grove, Inc.	220	4/28/2021	5/28/2021	150.00	-	-	-	-	150.00
Moore's Karate of Elk Grove, Inc.	221	4/28/2021	5/28/2021	125.00	-	-	-	-	125.00
Moore's Karate of Elk Grove, Inc.	222	4/28/2021	5/28/2021	125.00	-	-	-	-	125.00
Moore's Karate of Elk Grove, Inc.	223	4/28/2021	5/28/2021	150.00	-	-	-	-	150.00
Moore's Karate of Elk Grove, Inc.	224	4/28/2021	5/28/2021	150.00	-	-	-	-	150.00

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Moore's Karate of Elk Grove, Inc.	225	4/28/2021	5/28/2021	150.00	-	-	-	-	150.00
Moore's Karate of Elk Grove, Inc.	226	4/28/2021	5/28/2021	150.00	-	-	-	-	150.00
Math-U-See Inc.	0700543-IN	3/29/2021	5/28/2021	167.00	-	-	-	-	167.00
Math-U-See Inc.	0700552-IN	3/29/2021	5/28/2021	58.00	-	-	-	-	58.00
Math-U-See Inc.	0700553-IN	3/29/2021	5/28/2021	162.00	-	-	-	-	162.00
Math-U-See Inc.	0700577-IN	3/29/2021	5/28/2021	415.00	-	-	-	-	415.00
Math-U-See Inc.	0700578-IN	3/29/2021	5/28/2021	58.00	-	-	-	-	58.00
Institute for Excellence in Writing	777923	4/28/2021	5/28/2021	37.25	-	-	-	-	37.25
Gold Country Gymnastics	BD/4/2021	4/28/2021	5/28/2021	190.00	-	-	-	-	190.00
Activities for Learning, Inc.	382985	4/28/2021	5/28/2021	28.75	-	-	-	-	28.75
Activities for Learning, Inc.	382986	4/28/2021	5/28/2021	110.83	-	-	-	-	110.83
TalkBox.Mom, Inc	223627 - 1	4/28/2021	5/28/2021	329.08	-	-	-	-	329.08
Singapore Math Inc.	415274	4/29/2021	5/29/2021	132.68	-	-	-	-	132.68
Singapore Math Inc.	415275	4/29/2021	5/29/2021	254.39	-	-	-	-	254.39
Educational Development Corporation	DIR9305175	4/29/2021	5/29/2021	290.52	-	-	-	-	290.52
Educational Development Corporation	DIR9305176	4/29/2021	5/29/2021	189.67	-	-	-	-	189.67
Moving Beyond the Page	253163	4/29/2021	5/29/2021	12.82	-	-	-	-	12.82
Moving Beyond the Page	253195	4/29/2021	5/29/2021	249.86	-	-	-	-	249.86
Moving Beyond the Page	253214	4/29/2021	5/29/2021	217.16	-	-	-	-	217.16
Rainbow Resource Center	3379718	4/29/2021	5/29/2021	23.88	-	-	-	-	23.88
Rainbow Resource Center	3379449	4/29/2021	5/29/2021	120.08	-	-	-	-	120.08
Rainbow Resource Center	3379715	4/29/2021	5/29/2021	46.18	-	-	-	-	46.18
Rainbow Resource Center	3379717	4/30/2021	5/30/2021	61.32	-	-	-	-	61.32
Rainbow Resource Center	3379202	4/30/2021	5/30/2021	167.44	-	-	-	-	167.44
School Pathways Holdings, LLC	140-INV1570	4/30/2021	5/30/2021	4,215.79	-	-	-	-	4,215.79
Nancy Barcal	FR-04.2021	4/30/2021	5/30/2021	847.50	-	-	-	-	847.50
Dragonfire Farm	Bachinsky2	4/30/2021	5/30/2021	200.00	-	-	-	-	200.00
Darya Voronina	043021	4/30/2021	5/30/2021	540.00	-	-	-	-	540.00
E-Therapy LLC	18909	4/30/2021	5/30/2021	2,447.00	-	-	-	-	2,447.00
Dragonfire Farm	Rivers2	4/30/2021	5/30/2021	400.00	-	-	-	-	400.00
Eat2explore	100994	4/30/2021	5/30/2021	104.80	-	-	-	-	104.80
Growing Healthy Children Therapy Servi	IFRCS_2104	4/30/2021	5/30/2021	4,683.00	-	-	-	-	4,683.00
History Unboxed LLC	wc-10243HU	4/30/2021	5/30/2021	167.70	-	-	-	-	167.70
History Unboxed LLC	wc-10244HU	4/30/2021	5/30/2021	167.70	-	-	-	-	167.70
History Unboxed LLC	wc-10245HU	4/30/2021	5/30/2021	167.70	-	-	-	-	167.70
Home Science Tools	1118283A	4/30/2021	5/30/2021	75.26	-	-	-	-	75.26
Jane Johnson Speech Therapy Inc.	40382	4/30/2021	5/30/2021	270.00	-	-	-	-	270.00
It Takes The Village	22657	4/30/2021	5/30/2021	585.00	-	-	-	-	585.00
Judy Phillips	36M 2020-2021	4/30/2021	5/30/2021	200.00	-	-	-	-	200.00
Kim Snow's Music Studio	3701	4/30/2021	5/30/2021	420.00	-	-	-	-	420.00
Kim Snow's Music Studio	3702	4/30/2021	5/30/2021	117.41	-	-	-	-	117.41
Kim Snow's Music Studio	3706	4/30/2021	5/30/2021	400.00	-	-	-	-	400.00
Kim Snow's Music Studio	3753	4/30/2021	5/30/2021	140.00	-	-	-	-	140.00
Kim Snow's Music Studio	3755	4/30/2021	5/30/2021	200.00	-	-	-	-	200.00
KiwiCo, Inc	APR-21-FEATHER-1	4/15/2021	5/30/2021	840.12	-	-	-	-	840.12
Kovars Martial Arts - Roseville	Apr/May'21	4/30/2021	5/30/2021	1,170.00	-	-	-	-	1,170.00
Kulpreet Pummay	PUMM043021	4/30/2021	5/30/2021	25.00	-	-	-	-	25.00

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Little Passports	115789738	4/30/2021	5/30/2021	301.80	-	-	-	-	301.80
Little Passports	116108012	4/30/2021	5/30/2021	116.05	-	-	-	-	116.05
Amazon Capital Services	1DH7-1CFJ-P6JX	3/30/2021	5/30/2021	(6.51)	-	-	-	-	(6.51)
Studio B - Academy of Ballet	20210430	4/30/2021	5/30/2021	320.00	-	-	-	-	320.00
Christy's Piano Studio	202	4/30/2021	5/30/2021	118.00	-	-	-	-	118.00
Therapeutic Language Clinic, Inc.	3926	4/30/2021	5/30/2021	110.00	-	-	-	-	110.00
Therapeutic Language Clinic, Inc.	3928	4/30/2021	5/30/2021	880.00	-	-	-	-	880.00
Therapeutic Language Clinic, Inc.	3929	4/30/2021	5/30/2021	730.00	-	-	-	-	730.00
Vista Child Therapy	0421-05	4/30/2021	5/31/2021	190.00	-	-	-	-	190.00
Winship Community School	4022021	5/1/2021	5/31/2021	1,334.97	-	-	-	-	1,334.97
Kim Mordecai	202	5/1/2021	5/31/2021	240.00	-	-	-	-	240.00
Feather River Charter School	4022021	5/1/2021	5/31/2021	32,618.07	-	-	-	-	32,618.07
R&D Educational Systems Inc Sombrero	12449	5/1/2021	5/31/2021	348.42	-	-	-	-	348.42
Sarah McFadyen	Williams18	5/1/2021	5/31/2021	653.50	-	-	-	-	653.50
Pushpa Gopan	2021-117605	5/2/2021	6/1/2021	525.00	-	-	-	-	525.00
Rainwater Music Company	18	5/2/2021	6/1/2021	1,338.00	-	-	-	-	1,338.00
Rainwater Music Company	18 a	5/2/2021	6/1/2021	15.00	-	-	-	-	15.00
MJ Akerland, RN, A Professional Nursing	11861	5/16/2021	6/1/2021	143.00	-	-	-	-	143.00
Galaxy Dance Arts, LLC	CWS-KW-5-2021	5/2/2021	6/1/2021	168.00	-	-	-	-	168.00
Lisa Hindmarsh	114	5/2/2021	6/1/2021	1,311.00	-	-	-	-	1,311.00
Alexandr Popov	24778849	5/2/2021	6/1/2021	1,020.00	-	-	-	-	1,020.00
Academics In A Box Inc	13937	5/3/2021	6/2/2021	173.70	-	-	-	-	173.70
Beni Herevia Jr.	20017	5/3/2021	6/2/2021	160.00	-	-	-	-	160.00
Bob Sweat M. Ed.Mat, Tutoring	621	5/3/2021	6/2/2021	50.00	-	-	-	-	50.00
The Drum Lab	21-7082	5/3/2021	6/2/2021	320.00	-	-	-	-	320.00
Jennifer Neufeld	052021FR	5/3/2021	6/2/2021	110.00	-	-	-	-	110.00
Irina Samarina	312	5/3/2021	6/2/2021	300.00	-	-	-	-	300.00
History Unboxed LLC	wc-10467HU	5/3/2021	6/2/2021	163.75	-	-	-	-	163.75
Eat at Joes Inc dba Encore Studio of Perf	ENC0095	5/3/2021	6/2/2021	281.00	-	-	-	-	281.00
Day by Day Spanish	30012	5/3/2021	6/2/2021	1,040.00	-	-	-	-	1,040.00
Evan-Moor	INV312883	5/3/2021	6/2/2021	15.06	-	-	-	-	15.06
Music Lab Rocklin, LLC	21-7082	5/3/2021	6/2/2021	320.00	-	-	-	-	320.00
Music Lab Rocklin, LLC	21-7083	5/3/2021	6/2/2021	320.00	-	-	-	-	320.00
Rainbow Resource Center	3380394	5/3/2021	6/2/2021	78.20	-	-	-	-	78.20
Rainbow Resource Center	3380491	5/3/2021	6/2/2021	127.36	-	-	-	-	127.36
Rainbow Resource Center	3380517	5/3/2021	6/2/2021	28.90	-	-	-	-	28.90
A Brighter Child	58292	5/3/2021	6/2/2021	176.44	-	-	-	-	176.44
A Brighter Child	58293	5/3/2021	6/2/2021	106.04	-	-	-	-	106.04
Arabic Homeschool	8276	5/3/2021	6/2/2021	145.00	-	-	-	-	145.00
Olga Shabanov	FRS-18Kar	5/3/2021	6/2/2021	150.00	-	-	-	-	150.00
Rainbow Resource Center	3380927	5/4/2021	6/3/2021	20.42	-	-	-	-	20.42
Rainbow Resource Center	3380933	5/4/2021	6/3/2021	15.03	-	-	-	-	15.03
Rainbow Resource Center	3381366	5/4/2021	6/3/2021	48.93	-	-	-	-	48.93
MEL Science U.S. LLC	LC2021050503	5/4/2021	6/3/2021	139.60	-	-	-	-	139.60
Equine Unlimited Inc.	0141	5/3/2021	6/3/2021	130.00	-	-	-	-	130.00
Equine Unlimited Inc.	0142	5/3/2021	6/3/2021	130.00	-	-	-	-	130.00
Jabbergym	13639	5/4/2021	6/3/2021	1,135.00	-	-	-	-	1,135.00

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Jonathan Holowaty	061	5/4/2021	6/3/2021	150.00	-	-	-	-	150.00
Kaitlyn Brennan	Spring21	5/4/2021	6/3/2021	250.00	-	-	-	-	250.00
Voice Academy	146	5/20/2021	6/3/2021	160.00	-	-	-	-	160.00
Brenda Williams	FRS20211	5/4/2021	6/3/2021	220.00	-	-	-	-	220.00
Singapore Math Inc.	415683	5/4/2021	6/3/2021	130.38	-	-	-	-	130.38
Teacher Synergy LLC	153614185	5/4/2021	6/3/2021	10.00	-	-	-	-	10.00
Teacher Synergy LLC	153614500	5/4/2021	6/3/2021	9.00	-	-	-	-	9.00
Law Offices of Young, Minney, & Corr, LI	71208	5/5/2021	6/4/2021	18,274.80	-	-	-	-	18,274.80
Dragonfire Farm	Eiesland2	5/5/2021	6/4/2021	200.00	-	-	-	-	200.00
Eat2explore	101014	5/5/2021	6/4/2021	299.40	-	-	-	-	299.40
Heather Williams	1556	5/7/2021	6/4/2021	280.00	-	-	-	-	280.00
Heather Williams	1557	5/7/2021	6/4/2021	280.00	-	-	-	-	280.00
Heather Williams	1558	5/7/2021	6/4/2021	280.00	-	-	-	-	280.00
Heather Williams	1559	5/7/2021	6/4/2021	280.00	-	-	-	-	280.00
Hands 4 Building, LLC	2434	5/5/2021	6/4/2021	147.99	-	-	-	-	147.99
MEL Science U.S. LLC	AV2021050515	5/5/2021	6/4/2021	279.20	-	-	-	-	279.20
Pamelot a School of Dance	054-PSD2021	5/5/2021	6/4/2021	1,620.00	-	-	-	-	1,620.00
PresenceLearning, Inc.	INV43374	5/6/2021	6/5/2021	12,010.70	-	-	-	-	12,010.70
School of Rock Elk Grove	1141	5/6/2021	6/5/2021	99.04	-	-	-	-	99.04
School of Rock Elk Grove	1142	5/6/2021	6/5/2021	175.50	-	-	-	-	175.50
School of Rock Elk Grove	1147	5/6/2021	6/5/2021	175.50	-	-	-	-	175.50
School of Rock Elk Grove	1148	5/6/2021	6/5/2021	175.50	-	-	-	-	175.50
Sheri Joyce aka Well Read Fred	FR-0421	5/6/2021	6/5/2021	120.00	-	-	-	-	120.00
Manzanita Learning Circle	6	5/6/2021	6/5/2021	5,942.80	-	-	-	-	5,942.80
Rainbow Resource Center	3383216	5/6/2021	6/5/2021	253.62	-	-	-	-	253.62
Rainbow Resource Center	3383420	5/6/2021	6/5/2021	119.16	-	-	-	-	119.16
Rainbow Resource Center	3383421	5/6/2021	6/5/2021	125.53	-	-	-	-	125.53
Rainbow Resource Center	3383422	5/6/2021	6/5/2021	170.14	-	-	-	-	170.14
Rainbow Resource Center	3383426	5/6/2021	6/5/2021	19.62	-	-	-	-	19.62
Hands 4 Building, LLC	2454	5/6/2021	6/5/2021	147.99	-	-	-	-	147.99
EMH Sports USA, Inc.	268-241728-4	5/6/2021	6/5/2021	170.00	-	-	-	-	170.00
Elemental Science	IN-3196	5/6/2021	6/5/2021	145.20	-	-	-	-	145.20
A Brighter Child	58343	5/6/2021	6/5/2021	478.51	-	-	-	-	478.51
Activities for Learning, Inc.	383024	5/6/2021	6/5/2021	110.83	-	-	-	-	110.83
Activities for Learning, Inc.	383025	5/6/2021	6/5/2021	110.83	-	-	-	-	110.83
Thinkwell Corporation	204851	5/6/2021	6/5/2021	198.75	-	-	-	-	198.75
Thinkwell Corporation	204852	5/6/2021	6/5/2021	235.44	-	-	-	-	235.44
Thinkwell Corporation	204853	5/6/2021	6/5/2021	235.44	-	-	-	-	235.44
Teaching Textbooks	34555	5/7/2021	6/6/2021	67.08	-	-	-	-	67.08
All About Learning Press, Inc.	906715	5/7/2021	6/6/2021	159.90	-	-	-	-	159.90
StaffRehab LLC	M0078878	5/7/2021	6/6/2021	913.16	-	-	-	-	913.16
Evitta Gantt	16 F 2021	5/7/2021	6/6/2021	360.00	-	-	-	-	360.00
Evitta Gantt	17 F 2021	5/7/2021	6/6/2021	480.00	-	-	-	-	480.00
Evitta Gantt	18 F 2021	5/7/2021	6/6/2021	360.00	-	-	-	-	360.00
Math-U-See Inc.	0702146-IN	4/7/2021	6/6/2021	68.00	-	-	-	-	68.00
Kovar's Satori Academy	WOLINAPRMAY21	5/7/2021	6/6/2021	900.00	-	-	-	-	900.00
Rainbow Resource Center	3384011	5/7/2021	6/6/2021	284.47	-	-	-	-	284.47

Feather River Charter School

Accounts Payable Aging

May 31, 2021

Vendor Name	Invoice/Credit Number	Invoice Date	Date Due	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Total
Rainbow Resource Center	3384039	5/7/2021	6/6/2021	121.52	-	-	-	-	121.52
A Brighter Child	58198	5/7/2021	6/6/2021	447.35	-	-	-	-	447.35
A Brighter Child	58199	5/7/2021	6/6/2021	409.48	-	-	-	-	409.48
A Brighter Child	58200	5/7/2021	6/6/2021	363.14	-	-	-	-	363.14
A Brighter Child	58202	5/7/2021	6/6/2021	6.45	-	-	-	-	6.45
A Brighter Child	58218	5/7/2021	6/6/2021	184.58	-	-	-	-	184.58
A Brighter Child	58171	5/7/2021	6/6/2021	497.56	-	-	-	-	497.56
A Brighter Child	58301	5/7/2021	6/6/2021	45.20	-	-	-	-	45.20
School of Rock Elk Grove & Roseville	1160	5/7/2021	6/6/2021	195.00	-	-	-	-	195.00
School of Rock Elk Grove & Roseville	1161	5/7/2021	6/6/2021	29.39	-	-	-	-	29.39
Moria McAfee	FRC_05072021	5/7/2021	6/7/2021	350.00	-	-	-	-	350.00
Math-U-See Inc.	0702397-IN	4/8/2021	6/7/2021	199.00	-	-	-	-	199.00
Math-U-See Inc.	0702529-IN	4/9/2021	6/8/2021	116.00	-	-	-	-	116.00
Math-U-See Inc.	0702530-IN	4/9/2021	6/8/2021	58.00	-	-	-	-	58.00
Math-U-See Inc.	0702532-IN	4/9/2021	6/8/2021	58.00	-	-	-	-	58.00
Math-U-See Inc.	0702533-IN	4/9/2021	6/8/2021	58.00	-	-	-	-	58.00
Math-U-See Inc.	0702534-IN	4/9/2021	6/8/2021	173.00	-	-	-	-	173.00
Math-U-See Inc.	0702535-IN	4/9/2021	6/8/2021	58.00	-	-	-	-	58.00
Math-U-See Inc.	0702537-IN	4/9/2021	6/8/2021	58.00	-	-	-	-	58.00
Math-U-See Inc.	0702538-IN	4/9/2021	6/8/2021	68.00	-	-	-	-	68.00
Math-U-See Inc.	0702539-IN	4/9/2021	6/8/2021	58.00	-	-	-	-	58.00
Math-U-See Inc.	0702540-IN	4/9/2021	6/8/2021	68.00	-	-	-	-	68.00
Let Me LLC	IFRC_2104	5/10/2021	6/9/2021	2,420.00	-	-	-	-	2,420.00
Kline Music	33332-5	5/10/2021	6/9/2021	77.04	-	-	-	-	77.04
Hillside Training Stables	INS051021F	5/10/2021	6/9/2021	990.00	-	-	-	-	990.00
Easter Seal Superior CA	040221	5/10/2021	6/9/2021	280.00	-	-	-	-	280.00
Lotus Educational Services	1862	5/10/2021	6/9/2021	913.06	-	-	-	-	913.06
Rainbow Resource Center	3384673	5/10/2021	6/9/2021	18.59	-	-	-	-	18.59
Rainbow Resource Center	3384677	5/10/2021	6/9/2021	225.30	-	-	-	-	225.30
Teacher Synergy LLC	154422104	5/10/2021	6/9/2021	7.00	-	-	-	-	7.00
Specialized Therapy Services, Inc.	FRCS01-0421	4/30/2021	6/9/2021	1,137.50	-	-	-	-	1,137.50
Alina Ilchuk	13 - 2021	5/11/2021	6/10/2021	840.00	-	-	-	-	840.00
Teacher Synergy LLC	154567617	5/11/2021	6/10/2021	30.00	-	-	-	-	30.00
All About Learning Press, Inc.	906748	5/11/2021	6/10/2021	99.85	-	-	-	-	99.85
All About Learning Press, Inc.	906761	5/11/2021	6/10/2021	159.90	-	-	-	-	159.90
All About Learning Press, Inc.	906762	5/11/2021	6/10/2021	47.90	-	-	-	-	47.90
All About Learning Press, Inc.	906764	5/11/2021	6/10/2021	47.90	-	-	-	-	47.90
All About Learning Press, Inc.	906767	5/11/2021	6/10/2021	99.85	-	-	-	-	99.85
Musical Mayhem Productions, Inc.	2083	5/11/2021	6/10/2021	249.00	-	-	-	-	249.00
Moving Beyond the Page	253525	5/11/2021	6/10/2021	85.62	-	-	-	-	85.62
Moving Beyond the Page	253528	5/11/2021	6/10/2021	941.96	-	-	-	-	941.96
Elemental Science	IN-3199	5/11/2021	6/10/2021	148.81	-	-	-	-	148.81
Inspire Learning Academy	S2105	5/11/2021	6/10/2021	2,100.00	-	-	-	-	2,100.00
Home Science Tools	1120532A	5/12/2021	6/11/2021	72.62	-	-	-	-	72.62
Debra Heiden	YFT-FRC-2021-1000	5/12/2021	6/11/2021	360.00	-	-	-	-	360.00
Mystery Science Inc.	128928	5/12/2021	6/11/2021	89.00	-	-	-	-	89.00
Natalie Savytskyy	05122021	5/12/2021	6/11/2021	780.00	-	-	-	-	780.00

Feather River Charter School

Accounts Payable Aging

May 31, 2021

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Olga Petrenko	287	5/12/2021	6/11/2021	210.00	-	-	-	-	210.00
Olga Petrenko	288	5/12/2021	6/11/2021	210.00	-	-	-	-	210.00
Rainbow Resource Center	3386958	5/12/2021	6/11/2021	81.36	-	-	-	-	81.36
Rainbow Resource Center	3386960	5/12/2021	6/11/2021	49.29	-	-	-	-	49.29
Rainbow Resource Center	3387079	5/12/2021	6/11/2021	25.68	-	-	-	-	25.68
Rainbow Resource Center	3387126	5/13/2021	6/12/2021	107.41	-	-	-	-	107.41
Rainbow Resource Center	3387452	5/13/2021	6/12/2021	104.47	-	-	-	-	104.47
Rainbow Resource Center	3387625	5/13/2021	6/12/2021	95.92	-	-	-	-	95.92
Rainbow Resource Center	3387850	5/13/2021	6/12/2021	161.13	-	-	-	-	161.13
Rainbow Resource Center	3387930	5/13/2021	6/12/2021	23.41	-	-	-	-	23.41
Provenance	5024	5/13/2021	6/12/2021	1,326.43	-	-	-	-	1,326.43
History Unboxed LLC	wc-10645HU	5/13/2021	6/12/2021	123.56	-	-	-	-	123.56
History Unboxed LLC	wc-10646HU	5/13/2021	6/12/2021	123.56	-	-	-	-	123.56
History Unboxed LLC	wc-10666HU	5/13/2021	6/12/2021	168.75	-	-	-	-	168.75
History Unboxed LLC	wc-10876HU	5/13/2021	6/12/2021	120.88	-	-	-	-	120.88
Institute for Excellence in Writing	779340	5/12/2021	6/12/2021	61.80	-	-	-	-	61.80
Institute for Excellence in Writing	779474	5/12/2021	6/12/2021	58.80	-	-	-	-	58.80
Institute for Excellence in Writing	780190	5/12/2021	6/12/2021	37.25	-	-	-	-	37.25
Activities for Learning, Inc.	383063	5/13/2021	6/12/2021	30.00	-	-	-	-	30.00
A Brighter Child	58360	5/13/2021	6/12/2021	241.02	-	-	-	-	241.02
Teacher Synergy LLC	154836302	5/13/2021	6/12/2021	63.36	-	-	-	-	63.36
Teacher Synergy LLC	154909811	5/13/2021	6/12/2021	112.40	-	-	-	-	112.40
Teacher Synergy LLC	154910064	5/13/2021	6/12/2021	34.25	-	-	-	-	34.25
Well Trained Mind Press	53941	5/13/2021	6/12/2021	44.85	-	-	-	-	44.85
Academics In A Box Inc	14062	5/14/2021	6/13/2021	86.85	-	-	-	-	86.85
Hear Say Speech and Language Services	2323	5/14/2021	6/13/2021	665.00	-	-	-	-	665.00
Honest History Co.	6601	5/14/2021	6/13/2021	118.08	-	-	-	-	118.08
Fairytale Town	2021-002	5/14/2021	6/13/2021	180.00	-	-	-	-	180.00
Rainbow Resource Center	3388098	5/14/2021	6/13/2021	53.99	-	-	-	-	53.99
Rainbow Resource Center	3388104	5/14/2021	6/13/2021	21.52	-	-	-	-	21.52
Rainbow Resource Center	3388108	5/14/2021	6/13/2021	21.52	-	-	-	-	21.52
Rainbow Resource Center	3388110	5/14/2021	6/13/2021	17.51	-	-	-	-	17.51
Rainbow Resource Center	3388360	5/14/2021	6/13/2021	61.55	-	-	-	-	61.55
Rainbow Resource Center	3388361	5/14/2021	6/13/2021	187.49	-	-	-	-	187.49
Rainbow Resource Center	3388379	5/14/2021	6/13/2021	39.62	-	-	-	-	39.62
Rainbow Resource Center	3388593	5/14/2021	6/13/2021	167.28	-	-	-	-	167.28
Rainbow Resource Center	3388632	5/14/2021	6/13/2021	69.90	-	-	-	-	69.90
Rainbow Resource Center	3388650	5/14/2021	6/13/2021	292.49	-	-	-	-	292.49
On The GO Academy	Spring 2021-53	5/15/2021	6/14/2021	400.00	-	-	-	-	400.00
On The GO Academy	Spring 2021-54	5/15/2021	6/14/2021	100.00	-	-	-	-	100.00
On The GO Academy	Spring 2021-55	5/15/2021	6/14/2021	100.00	-	-	-	-	100.00
On The GO Academy	Spring 2021-56	5/15/2021	6/14/2021	100.00	-	-	-	-	100.00
On The GO Academy	Spring 2021-57	5/15/2021	6/14/2021	100.00	-	-	-	-	100.00
On The GO Academy	Spring 2021-72	5/15/2021	6/14/2021	100.00	-	-	-	-	100.00
On The GO Academy	Spring 2021-73	5/15/2021	6/14/2021	100.00	-	-	-	-	100.00
Evitta Gantt	19 F 2021	5/15/2021	6/14/2021	140.00	-	-	-	-	140.00
Evitta Gantt	15 F 2021	5/15/2021	6/14/2021	140.00	-	-	-	-	140.00

Feather River Charter School

Accounts Payable Aging

May 31, 2021

Vendor Name	Invoice/Credit Number	Invoice Date	Date Due	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Total
Healing Pastures	BRUNO2021	5/15/2021	6/14/2021	240.00	-	-	-	-	240.00
Healing Pastures	JOSLIN2021	5/15/2021	6/14/2021	400.00	-	-	-	-	400.00
Coralie Harless	19	5/15/2021	6/14/2021	600.00	-	-	-	-	600.00
KiwiCo, Inc	APR-21-FEATHER-2	4/30/2021	6/14/2021	3,077.11	-	-	-	-	3,077.11
Little Passports	116112873	5/15/2021	6/14/2021	134.81	-	-	-	-	134.81
Little Passports	116224324	5/15/2021	6/14/2021	168.55	-	-	-	-	168.55
The Studio Martial Arts and Fitness	KH24-2021	5/15/2021	6/14/2021	600.00	-	-	-	-	600.00
The Studio Martial Arts and Fitness	LH24-2021	5/15/2021	6/14/2021	600.00	-	-	-	-	600.00
The Parkour and Perfoming Arts Center,	FRC.5.2021	5/15/2021	6/14/2021	880.00	-	-	-	-	880.00
Lisa Frimberger	7	5/17/2021	6/16/2021	970.00	-	-	-	-	970.00
Elena Nosov	2	5/17/2021	6/16/2021	40.00	-	-	-	-	40.00
Encore Music Center	Elsworth#1	5/17/2021	6/16/2021	55.00	-	-	-	-	55.00
School of Rock Elk Grove & Roseville	1165	5/17/2021	6/16/2021	326.91	-	-	-	-	326.91
Rainbow Resource Center	3388722	5/17/2021	6/16/2021	107.17	-	-	-	-	107.17
Rainbow Resource Center	3388723	5/17/2021	6/16/2021	25.68	-	-	-	-	25.68
Rainbow Resource Center	3388724	5/17/2021	6/16/2021	107.17	-	-	-	-	107.17
Rainbow Resource Center	3388725	5/17/2021	6/16/2021	35.54	-	-	-	-	35.54
Rainbow Resource Center	3389089	5/17/2021	6/16/2021	19.57	-	-	-	-	19.57
Rainbow Resource Center	3389090	5/17/2021	6/16/2021	41.77	-	-	-	-	41.77
Rainbow Resource Center	3389770	5/18/2021	6/17/2021	68.25	-	-	-	-	68.25
Rainbow Resource Center	3389773	5/18/2021	6/17/2021	35.68	-	-	-	-	35.68
Rainbow Resource Center	3389774	5/18/2021	6/17/2021	171.63	-	-	-	-	171.63
Rainbow Resource Center	3389780	5/18/2021	6/17/2021	317.94	-	-	-	-	317.94
Rainbow Resource Center	3390053	5/18/2021	6/17/2021	214.58	-	-	-	-	214.58
Rainbow Resource Center	3390586	5/18/2021	6/17/2021	194.44	-	-	-	-	194.44
Rainbow Resource Center	3390710	5/18/2021	6/17/2021	131.50	-	-	-	-	131.50
Rainbow Resource Center	3390714	5/18/2021	6/17/2021	257.72	-	-	-	-	257.72
Rainbow Resource Center	3390905	5/18/2021	6/17/2021	22.53	-	-	-	-	22.53
Eat2explore	101042	5/18/2021	6/17/2021	86.25	-	-	-	-	86.25
Evitta Gantt	12 F 2021	5/18/2021	6/17/2021	105.00	-	-	-	-	105.00
Evitta Gantt	13 F 2021	5/18/2021	6/17/2021	105.00	-	-	-	-	105.00
Evitta Gantt	14 F 2021	5/18/2021	6/17/2021	40.00	-	-	-	-	40.00
Home Science Tools	1121778A	5/18/2021	6/17/2021	61.79	-	-	-	-	61.79
Tinker's Coin Productions	20210518-1	5/18/2021	6/17/2021	570.00	-	-	-	-	570.00
CB Music	17010	5/18/2021	6/17/2021	109.00	-	-	-	-	109.00
Camino Music Studio	21-0384	5/18/2021	6/17/2021	170.00	-	-	-	-	170.00
Alexandra Sokolov	263	5/18/2021	6/17/2021	225.00	-	-	-	-	225.00
Total Education Solutions	3487280	5/7/2021	6/18/2021	1,518.75	-	-	-	-	1,518.75
Laura Chiappe	FRC 2021-200	5/19/2021	6/18/2021	180.00	-	-	-	-	180.00
Kovar's Satori Academy of Martial Arts	CarMAY2021	5/19/2021	6/18/2021	305.00	-	-	-	-	305.00
Elemental Science	IN-3224	5/19/2021	6/18/2021	81.72	-	-	-	-	81.72
Morton Golf LLC	10001	5/19/2021	6/18/2021	400.00	-	-	-	-	400.00
Morton Golf LLC	10002	5/19/2021	6/18/2021	450.00	-	-	-	-	450.00
Margaryta Chaplinska Art Studio	002	5/20/2021	6/19/2021	3,870.00	-	-	-	-	3,870.00
Elemental Science	IN-3225	5/20/2021	6/19/2021	23.09	-	-	-	-	23.09
K3 Syncopation, LLC	173	5/20/2021	6/19/2021	1,578.14	-	-	-	-	1,578.14
Tamraloo Music	TLS202104FRCS	4/1/2021	6/19/2021	2,660.00	-	-	-	-	2,660.00

Feather River Charter School

Accounts Payable Aging

May 31, 2021

Vendor Name	Invoice/Credit Number	Invoice Date	Date Due	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Total
Sunshine Swim & Fitness Center	2021-05	5/21/2021	6/20/2021	2,046.00	-	-	-	-	2,046.00
C and Y Services LLC	CNEG0315	5/21/2021	6/20/2021	320.00	-	-	-	-	320.00
Alexandr Popov	24778843	5/21/2021	6/20/2021	420.00	-	-	-	-	420.00
Tracy Ternes	20215	5/21/2021	6/20/2021	1,440.00	-	-	-	-	1,440.00
Math-U-See Inc.	0705989-IN	5/3/2021	7/2/2021	58.00	-	-	-	-	58.00
Math-U-See Inc.	0706015-IN	5/3/2021	7/2/2021	58.00	-	-	-	-	58.00
Math-U-See Inc.	0707281-IN	5/11/2021	7/10/2021	84.00	-	-	-	-	84.00
Math-U-See Inc.	0707282-IN	5/11/2021	7/10/2021	58.00	-	-	-	-	58.00
Math-U-See Inc.	0707665-IN	5/13/2021	7/12/2021	58.00	-	-	-	-	58.00
Math-U-See Inc.	0708004-IN	5/17/2021	7/16/2021	55.00	-	-	-	-	55.00
Math-U-See Inc.	0708077-IN	5/18/2021	7/17/2021	156.00	-	-	-	-	156.00
Mercurius	95718	5/18/2021	7/17/2021	337.55	-	-	-	-	337.55
Total Outstanding Payables as of May				**$ 355,752**	**$ -**	**$ -**	**$ (1,001)**	**$ 2,217**	**$ 356,968**

Feather River Charter School

Due (To)/From All Inspire Charter School Locations

For the period ended May 31, 2021

	Account Balance
Due (to)/from Inspire LA	$ 3,816,230
Due (to)/from Inspire Charter Services	198,897
	-
Total Due (to)/from Balance	**$ 4,015,127**

Coversheet

Annual Budget

Section: II. Finance
Item: B. Annual Budget
Purpose: Vote
Submitted by:
Related Material: FY20_Feather River_BUdget Presentation.pdf

CHARTER IMPACT

Feather River Charter School

FY21-22 Budget

Attendance and Data Metrics

Enrollment & Per Pupil Data		
	FY21-22 Budget	***FY20-21 Forecast***
Average Enrollment	*1841*	*1114*
ADA	*1804*	*1092*
Attendance Rate	*98.0%*	*98.0%*
Unduplicated %	*40.8%*	*40.8%*
Revenue per ADA	*$11,422*	*$12,002*
Expenses per ADA	*$11,078*	*$10,046*

- **65%** increase in average daily attendance.

Revenue

- **36% increase in budgeted revenue driven by:**
  - **5.07%** increase in LCFF rates**.**
  - Increase in total enrollment.
  - Title I & II funding – **$162K**.
  - Elementary and Secondary School Relief Funds II (ESSER)- **$443k**.
  - Expanded Learning Opportunities Grant (ELO) - **$713k**.

	Annual/Full Year		
	FY21-22 Budget	**FY20-21 Forecast**	**Inc/(Dec)**
Revenue			
State Aid-Rev Limit	$ 17,553,467	$ 10,171,512	$ 7,381,955
Federal Revenue	824,626	1,897,140	(1,072,514)
Other State Revenue	2,223,453	1,021,855	1,201,598
Other Local Revenue	-	13,828	(13,828)
Total Revenue	**$ 20,601,547**	**$ 13,104,336**	**$ 7,497,211**

Expense

- **45% increase in budgeted expenses driven by:**
  - Increase to total Staffing & associated Benefits.
  - Title I & II expenditures.
  - One-time ESSER and ELO spending.
  - Increase in Student Fund allotment.

	Annual/Full Year		
	FY21-22 Budget	**FY20-21 Forecast**	**Inc/(Dec)**
Expenses			
Certificated Salaries	$ 6,880,789	$ 3,637,777	$ 3,243,012
Classified Salaries	360,808	203,968	$ 156,840
Benefits	2,107,888	1,102,932	$ 1,004,956
Books and Supplies	3,537,372	1,791,157	$ 1,746,215
Subagreement Services	4,195,778	2,614,062	$ 1,581,716
Operations	228,800	138,020	$ 90,780
Facilities	50,200	(613)	$ 50,813
Professional Services	2,104,657	1,371,183	$ 733,474
Depreciation	1,600	959	$ 641
Interest	514,118	109,477	$ 404,640
Total Expenses	**$ 19,982,009**	**$ 10,968,921**	**$ 9,013,088**

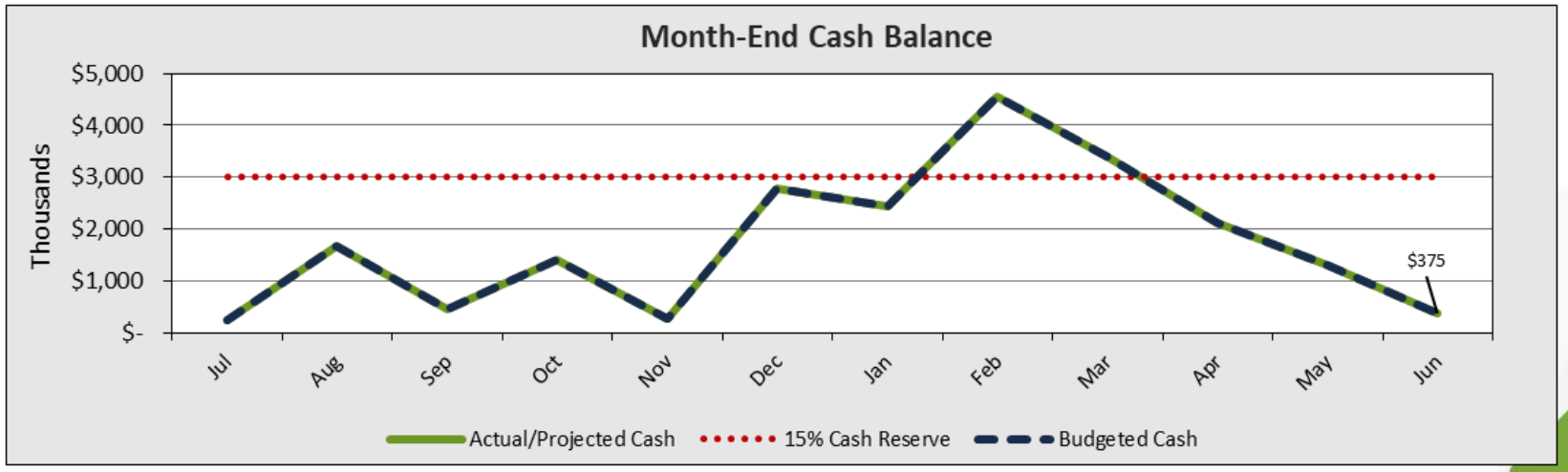
Fund Balance

- Budget surplus represents 3% of Annual Expenses.
- Increase to total Charter Fund Balance projected.

	Annual/Full Year		
	FY21-22 Budget	FY20-21 Forecast	Inc/(Dec)
Total Surplus(Deficit)	**$ 619,538**	**$ 2,135,415**	**$ (1,515,877)**
Beginning Fund Balance	3,150,978	1,015,563	
Ending Fund Balance	**$ 3,770,516**	**$ 3,150,978**	
As a % of Annual Expenses	*18.9%*	*28.7%*	

Cash

- Receivable sales anticipated to sustain positive cash flow.
- Year-end cash balance budgeted at $375k.



Multi-Year Projections

- Multi-year surplus and positive cash balance projected.

	2021-22	2022-23	2023-24
Total Revenue	$ 20,601,547	$ 19,897,093	$ 20,456,676
Total Expenses	19,982,009	19,581,543	19,877,664
Annual Surplus	**619,538**	**315,550**	**579,013**
Beginning Fund Balance	3,151,008	3,770,546	4,086,096
Ending Fund Balance	**$ 3,770,546**	**$ 4,086,096**	**$ 4,665,109**
As a % of Annual Expenses	*18.9%*	*20.9%*	*23.5%*
Ending Cash Balance	**$ 375,341**	**$ 865,327**	**$ 1,447,930**

Appendix

- Monthly Cash Flow / Budget 21-22

Feather River Charter School

Monthly Cash Flow/Budget FY21-22

Revised 6/9/21

ADA = 1803.69

		Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Year-End Accruals	Annual Budget	Original Budget Total	Favorable / (Unfav.)
Revenues																ADA = 1803.69	
State Aid - Revenue Limit																	
8011	LCFF State Aid	-	485,083	485,083	873,149	873,149	873,149	873,149	873,149	2,151,072	2,151,072	2,151,072	2,151,072	2,151,072	**16,091,270**	16,091,270	-
8012	Education Protection Account	-	-	-	90,185	-	-	90,185	-	-	90,185	-	-	90,185	**360,738**	360,738	-
8019	State Aid - Prior Year	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
8096	In Lieu of Property Taxes	-	39,845	79,690	53,127	53,127	53,127	53,127	53,127	238,763	119,382	119,382	119,382	119,382	**1,101,459**	1,101,459	-
		-	524,928	564,773	1,016,460	926,276	926,276	1,016,460	926,276	2,389,836	2,360,638	2,270,454	2,270,454	2,360,638	**17,553,467**	**17,553,467**	**-**
Federal Revenue																	
8181	Special Education - Entitlement	-	6,593	6,593	11,867	11,867	11,867	11,867	11,867	29,235	29,235	29,235	29,235	29,235	**218,697**	218,697	-
8182	Special Education - Discretionary	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
8220	Federal Child Nutrition	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
8290	Title I, Part A - Basic Low Income	-	-	34,394	-	-	103,182	-	-	-	-	-	-	-	**137,576**	137,576	-
8291	Title II, Part A - Teacher Quality	-	-	6,239	-	-	18,716	-	-	-	-	-	-	-	**24,954**	24,954	-
8293	Title III - Limited English	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
8294	Title V, Part B - PCSG	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
8295	Charter Facility Incentive Grant	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
8296	Other Federal Revenue	-	-	-	-	-	-	443,399	-	-	-	-	-	-	**443,399**	443,399	-
8299	Prior Year Federal Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
		-	6,593	47,225	11,867	11,867	133,765	455,266	11,867	29,235	29,235	29,235	29,235	29,235	**824,626**	**824,626**	**-**
Other State Revenue																	
8311	State Special Education	-	33,440	33,440	60,191	60,191	60,191	60,191	60,191	148,287	148,287	148,287	148,287	148,287	**1,109,269**	1,109,269	-
8520	Child Nutrition	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
8545	School Facilities (SB740)	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
8550	Mandated Cost	-	-	-	-	-	27,177	-	-	-	-	-	-	-	**27,177**	27,177	-
8560	State Lottery	-	-	-	-	-	-	56,277	-	-	56,277	-	-	260,811	**373,364**	373,364	-
8598	Prior Year Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
8599	Other State Revenue	-	-	-	713,643	-	-	-	-	-	-	-	-	-	**713,643**	713,643	-
		-	33,440	33,440	773,834	60,191	87,369	116,468	60,191	148,287	204,563	148,287	148,287	409,097	**2,223,453**	**2,223,453**	**-**
Total Revenue		**-**	**564,960**	**645,438**	**1,802,162**	**998,334**	**1,147,409**	**1,588,194**	**998,334**	**2,567,357**	**2,594,437**	**2,447,976**	**2,447,976**	**2,798,971**	**20,601,547**	**20,601,547**	**-**
Expenses																	
Certificated Salaries																	
1100	Teachers' Salaries	450,657	450,657	450,657	450,657	450,657	450,657	450,657	450,657	450,657	450,657	450,657	450,657	-	**5,407,889**	5,407,889	-
1170	Teachers' Substitute Hours	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
1175	Teachers' Extra Duty/Stipends	-	-	25,890	25,890	25,890	25,890	25,890	25,890	25,890	25,890	25,890	25,890	-	**258,900**	258,900	-
1200	Pupil Support Salaries	24,583	24,583	24,583	24,583	24,583	24,583	24,583	24,583	24,583	24,583	24,583	24,583	-	**295,000**	295,000	-
1300	Administrators' Salaries	47,250	47,250	47,250	47,250	47,250	47,250	47,250	47,250	47,250	47,250	47,250	47,250	-	**567,000**	567,000	-
1900	Other Certificated Salaries	29,333	29,333	29,333	29,333	29,333	29,333	29,333	29,333	29,333	29,333	29,333	29,333	-	**352,000**	352,000	-
		551,824	551,824	577,714	577,714	577,714	577,714	577,714	577,714	577,714	577,714	577,714	577,714	-	**6,880,789**	**6,880,789**	**-**
Classified Salaries																	
2100	Instructional Salaries	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
2200	Support Salaries	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
2300	Classified Administrators' Salaries	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
2400	Clerical and Office Staff Salaries	11,349	11,349	11,349	11,349	11,349	11,349	11,349	11,349	11,349	11,349	11,349	11,349	-	**136,186**	136,186	-
2900	Other Classified Salaries	18,719	18,719	18,719	18,719	18,719	18,719	18,719	18,719	18,719	18,719	18,719	18,719	-	**224,622**	224,622	-
		30,067	30,067	30,067	30,067	30,067	30,067	30,067	30,067	30,067	30,067	30,067	30,067	-	**360,808**	**360,808**	**-**
Benefits																	
3101	STRS	88,402	88,402	92,550	92,550	92,550	92,550	92,550	92,550	92,550	92,550	92,550	92,550	-	**1,102,302**	1,102,302	-
3202	PERS	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
3301	OASDI	1,864	1,864	1,864	1,864	1,864	1,864	1,864	1,864	1,864	1,864	1,864	1,864	-	**22,370**	22,370	-
3311	Medicare	8,437	8,437	8,813	8,813	8,813	8,813	8,813	8,813	8,813	8,813	8,813	8,813	-	**105,003**	105,003	-
3401	Health and Welfare	58,125	58,125	58,125	58,125	58,125	58,125	58,125	58,125	58,125	58,125	58,125	58,125	-	**697,500**	697,500	-
3501	State Unemployment	3,064	3,064	3,064	3,064	3,064	3,064	15,322	12,258	6,129	3,064	3,064	3,064	-	**61,289**	61,289	-
3601	Workers' Compensation	8,146	8,146	8,509	8,509	8,509	8,509	8,509	8,509	8,509	8,509	8,509	8,509	-	**101,382**	101,382	-
3901	Other Benefits	1,450	1,450	1,514	1,514	1,514	1,514	1,514	1,514	1,514	1,514	1,514	1,514	-	**18,040**	18,040	-
		169,489	169,489	174,439	174,439	174,439	174,439	186,697	183,633	177,504	174,439	174,439	174,439	-	**2,107,888**	**2,107,888**	**-**
Books and Supplies																	
4100	Textbooks and Core Materials	12,848	12,848	12,848	12,848	12,848	12,848	12,848	12,848	12,848	12,848	12,848	12,848	-	**154,180**	154,180	-
4200	Books and Reference Materials	3,675	3,675	3,675	3,675	3,675	3,675	3,675	3,675	3,675	3,675	3,675	3,675	-	**44,099**	44,099	-
4302	School Supplies	58,814	241,189	162,574	138,946	103,657	155,040	151,932	216,510	299,340	366,906	108,734	149,001	194,588	**2,347,229**	2,347,229	-
4305	Software	19,743	19,743	19,743	19,743	19,743	19,743	19,743	19,743	19,743	19,743	19,743	19,743	-	**236,919**	236,919	-
4310	Office Expense	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	-	**16,800**	16,800	-
4311	Business Meals	50	50	50	50	50	50	50	50	50	50	50	50	-	**600**	600	-
4312	School Fundraising Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
4400	Noncapitalized Equipment	18,481	75,786	51,084	43,660	32,571	48,717	47,740	68,032	94,059	115,289	34,166	46,819	61,143	**737,546**	737,546	-

Feather River Charter School

Monthly Cash Flow/Budget FY21-22

Revised 6/9/21

ADA = 1803.69

		Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Year-End Accruals	Annual Budget	Original Budget Total	Favorable / (Unfav.)
4700	Food Services	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		115,011	354,692	251,374	220,322	173,944	241,473	237,388	322,258	431,115	519,911	180,617	233,536	255,731	**3,537,372**	**3,537,372**	**-**
Subagreement Services																	
5101	Nursing	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5102	Special Education	115,475	115,475	115,475	115,475	115,475	115,475	115,475	115,475	115,475	115,475	115,475	115,475	-	**1,385,700**	1,385,700	-
5103	Substitute Teacher	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5104	Transportation	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5105	Security	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5106	Other Educational Consultants	50,619	207,582	139,921	119,586	89,214	133,437	130,762	186,342	257,631	315,782	93,583	128,239	167,474	**2,020,172**	2,020,172	-
5107	Instructional Services	65,826	65,826	65,826	65,826	65,826	65,826	65,826	65,826	65,826	65,826	65,826	65,826	-	**789,906**	789,906	-
		231,920	388,883	321,222	300,886	270,514	314,737	312,063	367,642	438,931	497,083	274,884	309,540	167,474	**4,195,778**	**4,195,778**	**-**
Operations and Housekeeping																	
5201	Auto and Travel	342	342	342	342	342	342	342	342	342	342	342	342	-	**4,100**	4,100	-
5300	Dues & Memberships	1,058	1,058	1,058	1,058	1,058	1,058	1,058	1,058	1,058	1,058	1,058	1,058	-	**12,700**	12,700	-
5400	Insurance	13,967	13,967	13,967	13,967	13,967	13,967	13,967	13,967	13,967	13,967	13,967	13,967	-	**167,600**	167,600	-
5501	Utilities	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5502	Janitorial Services	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5516	Miscellaneous Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5531	ASB Fundraising Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5900	Communications	3,383	3,383	3,383	3,383	3,383	3,383	3,383	3,383	3,383	3,383	3,383	3,383	-	**40,600**	40,600	-
5901	Postage and Shipping	317	317	317	317	317	317	317	317	317	317	317	317	-	**3,800**	3,800	-
		19,067	19,067	19,067	19,067	19,067	19,067	19,067	19,067	19,067	19,067	19,067	19,067	-	**228,800**	**228,800**	**-**
Facilities, Repairs and Other Leases																	
5601	Rent	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5602	Additional Rent	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	-	**50,000**	50,000	-
5603	Equipment Leases	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5604	Other Leases	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5605	Real/Personal Property Taxes	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5610	Repairs and Maintenance	17	17	17	17	17	17	17	17	17	17	17	17	-	**200**	200	-
		4,183	4,183	4,183	4,183	4,183	4,183	4,183	4,183	4,183	4,183	4,183	4,183	-	**50,200**	**50,200**	**-**
Professional/Consulting Services																	
5801	IT	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5802	Audit & Taxes	-	-	-	3,967	3,967	3,967	-	-	-	-	-	-	-	**11,900**	11,900	-
5803	Legal	8,333	8,333	8,333	8,333	8,333	8,333	8,333	8,333	8,333	8,333	8,333	8,333	-	**100,000**	100,000	-
5804	Professional Development	2,955	2,955	2,955	2,955	2,955	2,955	2,955	2,955	2,955	2,955	2,955	2,955	-	**35,454**	35,454	-
5805	General Consulting	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	-	**40,000**	40,000	-
5806	Special Activities/Field Trips	4,419	18,122	12,215	10,440	7,789	11,649	11,416	16,268	22,492	27,568	8,170	11,196	14,621	**176,366**	176,366	-
5807	Bank Charges	1,375	1,375	1,375	1,375	1,375	1,375	1,375	1,375	1,375	1,375	1,375	1,375	-	**16,500**	16,500	-
5808	Printing	8	8	8	8	8	8	8	8	8	8	8	8	-	**100**	100	-
5809	Other taxes and fees	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	-	**12,000**	12,000	-
5810	Payroll Service Fee	1,725	1,725	1,725	1,725	1,725	1,725	1,725	1,725	1,725	1,725	1,725	1,725	-	**20,700**	20,700	-
5811	Management Fee	95,869	95,869	95,869	95,869	95,869	95,869	95,869	95,869	95,869	95,869	95,869	95,869	-	**1,150,433**	1,150,433	-
5812	District Oversight Fee	-	15,748	16,943	30,494	27,788	27,788	30,494	27,788	71,695	70,819	68,114	68,114	70,819	**526,604**	526,604	-
5813	County Fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5814	SPED Encroachment	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5815	Public Relations/Recruitment	1,217	1,217	1,217	1,217	1,217	1,217	1,217	1,217	1,217	1,217	1,217	1,217	-	**14,600**	14,600	-
		120,235	149,686	144,974	160,716	155,359	159,220	157,725	159,872	210,002	214,203	192,099	195,125	85,440	**2,104,657**	**2,104,657**	**-**
Depreciation																	
6900	Depreciation Expense	133	133	133	133	133	133	133	133	133	133	133	133	-	**1,600**	1,600	-
		133	133	133	133	133	133	133	133	133	133	133	133	-	**1,600**	**1,600**	**-**
Interest																	
7438	Interest Expense	-	118,748	-	102,824	-	146,273	-	146,273	-	-	-	-	-	**514,118**	514,118	-
		-	118,748	-	102,824	-	146,273	-	146,273	-	-	-	-	-	**514,118**	**514,118**	**-**
Total Expenses		**1,241,930**	**1,786,772**	**1,523,174**	**1,590,352**	**1,405,422**	**1,667,307**	**1,525,038**	**1,810,842**	**1,888,717**	**2,036,801**	**1,453,204**	**1,543,805**	**508,646**	**19,982,009**	**19,982,009**	**-**
Monthly Surplus (Deficit)		**(1,241,930)**	**(1,221,812)**	**(877,736)**	**211,810**	**(407,088)**	**(519,898)**	**63,156**	**(812,508)**	**678,640**	**557,636**	**994,772**	**904,171**	**2,290,325**	**619,538**	**619,538**	**-**
															3.1%		
Cash Flow Adjustments																	
	Monthly Surplus (Deficit)	(1,241,930)	(1,221,812)	(877,736)	211,810	(407,088)	(519,898)	63,156	(812,508)	678,640	557,636	994,772	904,171	2,290,325	**619,538**		
	Cash flows from operating activities																
	Depreciation/Amortization	133	133	133	133	133	133	133	133	133	133	133	133	-	**1,600**		
	Public Funding Receivables	2,194,519	371,193	369,644	365,047	235,983	104,186	349,374	-	-	-	-	-	(2,798,971)	**1,190,975**		
	Grants and Contributions Rec.	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
	Due To/From Related Parties	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
	Prepaid Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
	Other Assets	-	-	-	-	-	-	-	-	-	-	-	-	-	-		

Cert.	Instr.
46.5%	**81.8%**
1,347,087	**366,852**

Feather River Charter School

Monthly Cash Flow/Budget FY21-22

Revised 6/9/21

ADA = 1803.69

	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Year-End Accruals	Annual Budget
Accounts Payable	(290,158)	-	-	-	-	-	-	-	-	-	-	-	508,646	**218,488**
Accrued Expenses	(672,703)	-	-	-	-	-	-	-	-	-	-	-	-	**(672,703)**
Other Liabilities	-	-	-	(356,822)	-	-	-	-	-	-	-	-	-	**(356,822)**
Cash flows from investing activities														
Purchases of Prop. And Equip.	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**
Notes Receivable	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**
Cash flows from financing activities														
Proceeds from Factoring		2,968,706		2,570,588		3,656,823		3,656,823			-	-	-	**12,852,939**
Payments on Factoring	-	(697,900)	(696,400)	(1,088,200)	(224,100)								-	**(2,706,600)**
Proceeds(Payments) on Debt	-	-	-	(742,176)	(742,176)	(742,176)	(742,176)	(742,176)	(1,828,411)	(1,828,411)	(1,828,411)	(1,828,411)	-	**(11,024,528)**
Total Change in Cash	(10,139)	1,420,320	(1,204,359)	960,380	(1,137,248)	2,499,068	(329,513)	2,102,272	(1,149,638)	(1,270,642)	(833,506)	(924,107)		
Cash, Beginning of Month	252,454	242,315	1,662,635	458,276	1,418,656	281,409	2,780,476	2,450,963	4,553,235	3,403,597	2,132,955	1,299,449		
Cash, End of Month	**242,315**	**1,662,635**	**458,276**	**1,418,656**	**281,409**	**2,780,476**	**2,450,963**	**4,553,235**	**3,403,597**	**2,132,955**	**1,299,449**	**375,341**		

Original Budget Total	Favorable / (Unfav.)
Pupil:Teacher Ratio	
20.97 :1	

Coversheet

Shared Executive Personnel Memorandum of Understanding for Julie Haycock-Cavender and Jenell Sherman

Section: II. Finance
Item: C. Shared Executive Personnel Memorandum of Understanding for Julie Haycock-Cavender and Jenell Sherman
Purpose: Vote
Submitted by:
Related Material:
Attachments A-1 and A-2 to Executive Shared Personnel Services MOU.pdf
DOCS-#4507850-v1-North Schools_Executive Shared Personnel Services MOU (2021-22).pdf

BACKGROUND:
The Shared Executive Personnel MOU is an agreement between the four schools, Winship Community School, Lake View Charter School, Feather River Charter School and Clarksville Charter School. This agreement achieves cost savings and adds valuable personnel services to each school. Shared Personnel among the four schools makes it possible to successfully implement their respective education programs in an efficient and cost effective manner.

RECOMMENDATION:
Recommended for Board approval.

Job Description
Executive Director

Direct Report:	School Board
Supervises:	Teachers & Classified Staff
FSLA Status:	Exempt
Contract Type:	A

Summary of Position:

The Executive Director is responsible for the effective operation of the school including the general administration of all instructional, business or other operations of the school, and for advising and making recommendations to the School Board on such items/areas. He/she is also responsible for the support and growth of the charter school including both teaching and support staff as well as students and families. The 12 month position requires the Executive Director work in both his/her home office and out in the field as needed and, as with other high level leadership roles, may also be called upon under special circumstances to be available during weekends/breaks/holidays. This position will require travel both within and outside of the region. The Executive Director will uphold and promote the school's mission and vision at all times.

The salary is based on experience and region's size. The Executive Director is not required to carry a caseload of students.

Duties and Responsibilities:

- Be professional, fair, and a team player in all duties, actions, and communications
- Keep the Board informed of the condition of the school's educational program and assure effective communication between the Board and school staff as needed
- Actively engage in the preparation of Board agendas and prepare and submit recommendations to the Board to all matters requiring board action
- See to the execution of all decisions and requests from the Board
- See that all funds, physical assets, and other property of the school are appropriately safeguarded and administered
- Complete and submit all reports, requests, and other deliverables as required by various governing or authorizing bodies or Board policies
- Ensure that annual budgets and financial reports are prepared and submitted to all pertinent parties

- Primarily responsible for hiring new Assistant Director(s), Regional Coordinators, Homeschool Teachers, and other positions as appropriate by screening applicants, participating in interviews, and assist as needed during the hiring/onboarding process
- Directly Supervise and train Assistant Director(s) and Regional Coordinators
- Supervise and support Homeschool Teachers and other regional support positions (High School Success Coordinator, Community Connections Coordinator, Teacher Training Coordinator, Testing and Assessment Coordinator, etc.)
- Collaborate with Department Directors and Administrators and ensure information, processes, and procedures from Departments are shared with fidelity and in a timely manner
- Participate in weekly check-ins with Assistant Director(s) for their updates from regional support staff meetings
- Promote student academic achievement at all levels
- Advocate for equitable academic and extracurricular programs in all facets of the school
- Oversight of Work Sample review and collection
- Oversight of Attendance Log review and collection
- Monitor Student Compliance and academic progress
- Review Teacher Tracking Reports
- Ensure all school websites and resources are accurate and up to date
- Collaborate on the Weekly Update
- Attend Leadership Meetings as needed
- Attend Regional Coordinator meetings (virtual and or in person) as needed
- Regularly visit and support school events
- Ensure Year-End Transition (YET) is completed accurately and on time
- Participate in data collection and analysis
- Monitor and support compliance issues that arise with students, Homeschool Teachers, or Regional Coordinators, including Compliance Conferences
- Monitor and ensure successful testing participation and administration
- Complete student transfers
- Monitor and report teacher and student numbers, as needed
- Seek approval for staffing needs
- Participate in staff evaluations
- Help monitor and direct special committees and or adjunct duties
- Ensure proper teacher training and professional development
- Attend Annual Admin/Leadership retreat and assist with the planning of Regional Retreats
- Help plan and book events (Examples: Holiday Party, Graduation, Retreats, Back to School, etc.)
- Approve school employee salaries
- Approve stipends, overtime, and time off requests
- Execute staff contracts
- Complete Form 700
- Execute contracts
- Ensure SPED services are provided appropriately

- Ensure Intervention services are provided appropriately
- Ensure the LCAP is created and implemented
- Report Local Dashboard Indicators
- Monitor and approve day to day spending and delegated borrowing and lending authority
- Approve payroll and accounts payable
- Implement policies and practices outlined in all handbooks
- Monitor student data to drive instruction and programs
- Foster positive authorizer relationships
- Be responsive and address staff, student, parent, community, and board concerns and calls
- Implement WASC Action Plan
- Complete and approve attendance reports
- Other duties as assigned

Job Description
Vice Principal

Direct Report:	School Board
Supervises:	Teachers & Classified Staff
FSLA Status:	Exempt
Contract Type:	A

Summary of Position:

The Vice Principal assists the Executive Director in the effective operation of the school including the general administration of all instructional, business or other operations of the school, and for advising and making recommendations to the School Board on such items/areas. He/she is also responsible for the support and growth of the charter school including both teaching and support staff as well as students and families. The 12 month position requires the Vice Principal work in both his/her home office and out in the field as needed and, as with other high level leadership roles, may also be called upon under special circumstances to be available during weekends/breaks/holidays. The Vice Principal will uphold and promote the school's mission and vision at all times.

The salary is based on experience and region's size. The Vice Principal is not required to carry a caseload of students.

Duties and Responsibilities:

- Be professional, fair, and a team player in all duties, actions, and communications
- Keep the Board informed of the condition of the school's educational program and assure effective communication between the Board and school staff as needed
- Actively engage in the preparation of Board agendas and prepare and submit recommendations to the Board to all matters requiring board action
- See to the execution of all decisions and requests from the Board
- See that all funds, physical assets, and other property of the school are appropriately safeguarded and administered
- Complete and submit all reports, requests, and other deliverables as required by various governing or authorizing bodies or Board policies
- Ensure that annual budgets and financial reports are prepared and submitted to all pertinent parties
- Primarily responsible for hiring new Assistant Director(s), Regional Coordinators, Homeschool Teachers, and other positions as appropriate by screening applicants, participating in interviews, and assist as needed during the hiring/onboarding process

- Directly Supervise and train Assistant Director(s) and Regional Coordinators
- Supervise and support Homeschool Teachers and other regional support positions (High School Success Coordinator, Community Connections Coordinator, Teacher Training Coordinator, Testing and Assessment Coordinator, etc.)
- Collaborate with Department Directors and Administrators and ensure information, processes, and procedures from Departments are shared with fidelity and in a timely manner
- Participate in weekly check-ins with Assistant Director(s) for their updates from regional support staff meetings
- Promote student academic achievement at all levels
- Advocate for equitable academic and extracurricular programs in all facets of the school
- Oversight of Work Sample review and collection
- Oversight of Attendance Log review and collection
- Monitor Student Compliance and academic progress
- Review Teacher Tracking Reports
- Ensure all school websites and resources are accurate and up to date
- Collaborate on the Weekly Update
- Attend Leadership Meetings as needed
- Attend Regional Coordinator meetings (virtual and or in person) as needed
- Regularly visit and support school events
- Ensure Year-End Transition (YET) is completed accurately and on time
- Participate in data collection and analysis
- Monitor and support compliance issues that arise with students, Homeschool Teachers, or Regional Coordinators, including Compliance Conferences
- Monitor and ensure successful testing participation and administration
- Complete student transfers
- Monitor and report teacher and student numbers, as needed
- Seek approval for staffing needs
- Participate in staff evaluations
- Help monitor and direct special committees and or adjunct duties
- Ensure proper teacher training and professional development
- Attend Annual Admin/Leadership retreat and assist with the planning of Regional Retreats
- Help plan and book events (Examples: Holiday Party, Graduation, Retreats, Back to School, etc.)
- Approve school employee salaries
- Approve stipends, overtime, and time off requests
- Execute staff contracts
- Complete Form 700
- Execute contracts
- Ensure SPED services are provided appropriately
- Ensure Intervention services are provided appropriately
- Ensure the LCAP is created and implemented
- Report Local Dashboard Indicators

- Monitor and approve day to day spending and delegated borrowing and lending authority
- Approve payroll and accounts payable
- Implement policies and practices outlined in all handbooks
- Monitor student data to drive instruction and programs
- Foster positive authorizer relationships
- Be responsive and address staff, student, parent, community, and board concerns and calls
- Implement WASC Action Plan
- Complete and approve attendance reports
- Other duties as assigned

MEMORANDUM OF UNDERSTANDING
FOR SHARED EXECUTIVE PERSONNEL SERVICES

This Memorandum of Understanding for Shared Executive Personnel Services ("MOU") is entered into as of July 1, 2021 ("Effective Date") by and between the following California nonprofit public benefit corporations, which may each be referred to herein as a "Party" and collectively as the "Parties" to this MOU: Lake View Charter School ("LVCS"), Winship Community School ("WCS"), Clarksville Charter School ("CCS"), and Feather River Charter School ("FRCS").

RECITALS

WHEREAS, LVCS, WCS, CCS, and FRCS are each nonprofits that operate California public charter schools;

WHEREAS, LVCS entered into an employment agreement effective as of July 1, 2021, with Julie Haycock ("Haycock") as the Executive Director of LVCS. As part of the terms of Haycock's Employment Agreement and addendum effective as of July 1, 2021, Haycock and LVCS agree that LVCS may be on loan to WCS, CCS and FRCS in the roles designated herein.

WHEREAS, CCS entered into an employment agreement effective as of July 1, 2021, with Jenell Sherman as the Executive Director of CCS. As part of the terms of Sherman's Employment Agreement and addendum effective July 1, 2021, Sherman and CCS agree that Sherman may be on loan to LVCS, WCS and FRCS in the roles designated herein.

WHEREAS, the Parties seek to share the services of: (i) Haycock as an Executive Director for LVCS and WCS and as Vice Principal for CCS and FRCS; and (ii) Sherman as an Executive Director for CCS and FRCS and Vice Principal for LVCS and WCS (collectively, the "Shared Personnel") among them cooperatively in order to achieve cost savings and other benefits for each Party, so that each Party may have access to additional, valuable and/or specialized personnel services that might otherwise not be available to them;

WHEREAS, the sharing of services performed by the Shared Personnel among all of the Parties cooperatively is in the mutual interest of each of the Parties and in furtherance of their shared goal to successfully implement their respective education programs in an efficient and cost effective manner; and

WHEREAS, the Parties intend to coordinate the services provided by the Shared Personnel to the Parties and to equitably and appropriately allocate and document costs among the Parties according to the terms and conditions set forth in this MOU.

NOW, THEREFORE, in consideration of their mutual promises set forth in this MOU, the sufficiency of which is acknowledged, the Parties hereby agree as follows.

AGREEMENT

1. **Shared Personnel Services.** During the term of this MOU, the Parties shall coordinate with each other for the Shared Personnel to perform the services described in **Attachment A** (the "Services") under the terms and conditions set forth herein.

2. **Relationship of Parties.** The Parties acknowledge that Shared Personnel are and shall remain employees of LVCS and CCS (as set forth in the above Recitals), which shall constitute the sole employers and "Lessors" of Services performed by Shared Personnel under this MOU. The non-Lessor

Parties entitled to receive Services from Shared Personnel pursuant to the terms of the MOU shall constitute the "Lessees." Shared Personnel shall be subject to the ultimate oversight, direction and control of Lessors and their respective governing boards, officers, and designated representatives, but may also be subject to the supervision and direction of Lessees when performing Services on their behalf. The termination of this MOU shall not terminate the Shared Personnel's employment relationship with their respective Lessors. Lessees are not, and nothing in this MOU shall cause Lessees to become, third party beneficiaries to the Lessors' respective employment agreements with the Shared Personnel. Nothing in this MOU shall confer upon any Party any rights or remedies, including any right to employment, as an employee of any other Party. Nothing in this MOU shall create a joint venture between the Parties. Each Party shall remain solely responsible for its own governance, operations and educational program.

3. **Allocation.** Each Party's right to receive Services and obligation to pay fees under this MOU shall be determined based upon their proportionate share using the formula set forth in **Attachment B (the "Allocation")**.

4. **Allocation of Services.** Each Party will have the right to receive Services from Shared Personnel in an amount reasonably equivalent to that Party's Allocation. The Parties shall work cooperatively with each other and the Shared Personnel to coordinate the performance of such Services. Any Party which asserts that it has not received its Allocation of Services from Shared Personnel, must provide written notice to the Parties, describing in detail the alleged deficiency and allowing thirty (30) days to cure before seeking any other remedy.

5. **Allocation of Fees and Expenses.** As consideration for the Services provided by Shared Personnel, each Lessee shall pay to the Lessors the fees and expenses set forth herein.

a. Fees. Each Lessee shall pay to the Lessors a fee that is calculated based on their Allocation of the annual total cost incurred by Lessors in employing the respective Shared Personnel as set forth in **Attachment B**. The total cost shall be fixed as of July 1 for each year of this MOU and may thereafter be subject to change only with the agreement of all Parties. Any such changes, notating the effective date, shall be memorialized by Lessors in **Attachment B**.

b. Expenses. Reasonable and necessary expenses incurred by Shared Personnel in the course of performing Services under this MOU shall be split evenly between those Parties on whose behalf the expenses were incurred. Expenses in excess of $1,000 must be approved in advance by the affected Parties. Invoices for expenses shall be sent by Lessors within [thirty (30)] days of payment to Shared Personnel and shall include copies of supporting documentation (e.g. receipts). If the reasonable and necessary expense is incurred by Shared Personnel by one Party, that Party shall be responsible for the full cost of the expense.

6. Monthly Payment. Lessors shall provide monthly statements to the non-Lessor parties which shall include the billing period, the fees and any expenses owed and a description of the method by which the fees and expenses were calculated. Each non-Lessor Party shall submit payment to Lessors within thirty (30) days after receipt of the invoice. Any disputes concerning invoices must be directed to Lessors in writing within thirty (30) days after receipt of the invoice. Lessors shall provide access to reasonable backup documentation for such fees upon request and subject to privacy considerations.

7. Lessor Responsibilities. In addition to any other promises and covenants identified herein, Lessors shall have the following responsibilities under this MOU as it pertains to their respective employee:

a. Comply with all applicable federal, state and local laws and regulations,

including laws prohibiting harassment, discrimination and retaliation.

b. Comply with all applicable federal, state and local laws, regulations and orders concerning workplace safety.

c. Timely pay Shared Personnel consistent with applicable law and their employment agreements, if any.

d. Ensure that Shared Personnel maintain the qualifications and competency necessary to provide the Services, including but not limited to: (i) complete all required training, including, but not limited to initial and annual training on mandated child abuse and neglect reporting; (ii) are free from active tuberculosis; (iii) have passed a criminal background check through the Department of Justice; (iv) have not been convicted of a serious or violent felony (as defined by Penal Code §§ 667.5 and 1192.7); (v) are eligible to work in the United States; and (vi) maintain in good standing all applicable licenses and credentials.

e. Supervise and evaluate Shared Personnel and make and implement, in its sole discretion all employment related communications and decisions with respect to Shared Personnel, including, but not limited to matters relating to discipline, termination, accommodations, disability claims, complaints, leaves of absence, compensation and benefits.

f. Administer trainings, leaves of absence, disability accommodations and other duties of an employer as required by applicable law.

8. Lessee Responsibilities. In addition to any other promises and covenants identified herein, each Lessee shall have the following responsibilities under this MOU:

a. Comply with all applicable federal, state and local laws and regulations, including laws prohibiting harassment, discrimination and retaliation.

b. Comply with all applicable federal, state and local laws, regulations and orders concerning workplace safety.

c. Provide to Shared Personnel, in writing, copies of any of Lessee's policies and procedures applicable to the Services.

d. Provide a safe working environment for Shared Personnel.

e. Supervise and direct Shared Personnel when providing Services on behalf of the Lessee in order to ensure that Shared Personnel meet their performance obligations and comply with all of Lessee's applicable policies and procedures.

f. Provide feedback to Lessors regarding the performance of Shared Personnel.

9. Term and Termination.

a. Term. The MOU is effective as of July 1, 2021 and shall remain in effect until June 30, 2022 (the "Initial Term"). This MOU shall automatically renew for consecutive additional one (1) year terms unless a Party provides written notice of non-renewal to the other at least ninety (90) days prior to the expiration of the then-current term (each, a "Renewal Term"). The Initial Term and any Renewal Term(s) are referred to as the Term. Termination under this subsection shall not relieve the terminating

Party of any of its obligations under this MOU prior to the effective date of such termination. Termination by a Lessee will not automatically terminate this MOU as to the remaining Parties. In the event a Lessee's participation in this MOU is terminated, the remaining Parties' Allocation shall be re-assessed consistent with Section 3 of this MOU.

b. Termination With Cause. Any Party may terminate its participation in this MOU for cause as defined below. All notices required under this subdivision must be simultaneously provided to all Parties in writing.

i. Material Breach. Any Party may terminate this MOU the event of another Party's material or persistent breach of any one or more of the terms of this MOU, which breach is not remedied within thirty (30) days after written notice is provided to all Parties. If after thirty (30) days the non-breaching Party determines that the breach has not been remedied or appropriate actions have not commenced to cure the breach, the non-breaching Party may terminate its participation in the MOU effective immediately. Following termination under this subsection, the breaching Party remains responsible for paying its Allocation of fees through the last day of the month in which the MOU is terminated.

ii. Charter Revocation/Non-Renewal. Upon the revocation or non-renewal of the charter of a Party, that Party may terminate their participation in the MOU. Notice of any such revocation or non-renewal shall be provided as soon as possible.

iii. Termination for Change in Shared Personnel. Any Party may terminate this MOU upon a change in the employment status of Shared Personnel. A legally protected leave of absence taken by Shared Personnel shall not constitute a change in employment status under this subdivision and shall not give cause for termination of this MOU. In the event Shared Personnel are on an extended leave of absence or are no longer employed by the respective Lessor, that Lessor and applicable Lessees may mutually agree upon a replacement. In the event Shared Personnel are terminated which results in a severance, the terminating party shall be responsible for paying for any severance required by that contract

c. Termination by Agreement of All Parties. This MOU may be terminated at any time upon a written agreement of all Parties.

10. Intellectual Property; Work Product. Any intellectual property owned by a Party that is used by or on behalf of another Party in the context of providing Services, shall remain the property of the originating Party. No Party shall have the right to grant a license, sublicense, or any other use or rights to the intellectual property of another Party. A Party's use of another Party's intellectual property under this MOU shall not create any ongoing license or other right to continuing use of that intellectual property after the termination of this MOU. Upon termination of this MOU, the intellectual property of each Party in the possession of any other Party shall be returned and/or destroyed. Any work product created by or on behalf of a Party pursuant to this MOU, shall be and remain the property of that Party.

11. Confidentiality. Each Party acknowledges that during the term of this MOU, it may have access to certain Confidential Information of the other Parties as defined below. Each Party shall maintain and enforce reasonable administrative, technical, and physical safeguards, including but not limited to restricting access to Confidential Information, in order to reasonably protect the confidentiality of the other Parties' Confidential Information. The Parties' obligations hereunder with respect to

Confidential Information shall survive termination of this MOU.

a. Scope. "Confidential Information" means non-public information marked either "confidential" or "proprietary," or that otherwise should be understood by a reasonable person to be confidential in nature. Confidential Information may include but is not limited to trade secrets, policies, procedures, closed session records and communications, student education records, intellectual property, business or strategic plans, contractual arrangements or negotiations, fundraising and marketing strategies, financial information and employee information. Confidential Information does not include any information which (i) is rightfully known to the recipient prior to its disclosure; (ii) is released to any other person or entity (including governmental agencies) without restriction; (iii) is independently developed by the recipient without use of or reliance on Confidential Information; (iv) is or later becomes publicly available without violation of this MOU or may be lawfully obtained by a Party from a non-party; or (v) which is a public record under California law.

b. Notice. If disclosure of Confidential Information is requested pursuant to law, statute, rule or regulation (including through a subpoena or request under the California Public Records Act, but excluding requests in connection with routine supervisory examination by regulatory authorities with jurisdiction and without breaching any legal or regulatory requirement), the Party to which the request for disclosure is made shall provide the Party(ies) whose Confidential Information is requested with prior prompt written notice thereof to the extent practicable, and if practicable under the circumstances, shall allow the affected Party(ies) to seek a restraining order or other appropriate relief.

c. Return. Upon the termination or expiration of this MOU, Confidential Information of each Party in the possession of the other Party shall be returned.

12. Student Information. Each Party is responsible for its compliance with the federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) ("FERPA") and other applicable state and federal laws pertaining to student information and privacy.

a. To the extent necessary, the Lessors shall be designated as having a legitimate educational interest in accessing each Lessee's student education records, as that term is defined by and for purposes of FERPA, thereby allowing Shared Personnel to access personally identifiable information from student education records from the Lessees as needed to perform the Services. For purposes of this MOU, the term "personally identifiable information" ("PII") means any information that can be used on its own or with other information to (i) distinguish one person from another, (ii) identify, contact, or locate a single person, or (iii) de-anonymize anonymous data.

b. Lessors shall not use or disclose pupil records, including PII, received from or on behalf of another Party except as necessary with respect to the performance of the Services, as required by law, or as otherwise authorized in writing by the applicable Lessees. Lessors shall protect the student education records it receives from or on behalf of another Party no less rigorously than it protects its own student education records. In the event of an unauthorized disclosure of PII, Lessors shall notify the affected Lessee(s) as soon as practicable, and shall, upon the affected Lessee's request, notify affected parents, legal guardians and eligible pupils using reasonably available technological means such as electronic mail.

13. Conflicts. In the event an actual or potential conflict arises between the Parties, the affected Parties shall seek to resolve the conflict, while taking reasonable measures to protect from disclosure any Confidential Information.

14. Insurance. Lessors shall procure and maintain in full force and effect for the duration of

this MOU, the following insurance in connection with Lessors' performance under this MOU and the provision of Services by Shared Personnel.

a. California Workers' Compensation Insurance, as required by the State of California and consistent with Labor Code section 3602(d)(1), with statutory limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease, covering all Shared Personnel provided under this MOU.

b. General Liability Insurance including coverage for personal injury, death, property damage and sexual abuse/molestation (if not included with ELL) with a combined single limit of no less than One Million Dollars ($1,000,000) per occurrence, and a minimum annual aggregate of Two Million Dollars ($2,000,000).

c. Employment Practices Liability Insurance with a combined single limit of no less than One Million Dollars ($1,000,000) per occurrence.

d. Professional Liability Insurance, which may also be called Educator's Legal Liability Insurance (or ELL), with a combined single limit of no less than One Million Dollars ($1,000,000) per claim, and Two Million Dollars ($2,000,000) policy aggregate.

e. Lessors will provide additional insured coverage and policy endorsements for Lessees and their officers, directors, employees, volunteers or agents (collectively referred to as the "Additional Insureds") under the General Liability and Employment Practices policies. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. Lessors' insurance shall be primary as respects Additional Insureds, and any insurance, self-insurance or other coverage maintained by Additional Insureds shall be excess to Lessors' insurance and shall not contribute to it.

f. Lessors hereby agree to waive rights of subrogation which any insurer of Lessors may acquire from Lessors by virtue of the payment of any loss. Lessors agree to obtain any endorsement that may be necessary to affect this waiver of subrogation.

g. Upon request at any time, Lessors shall furnish any Lessee with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language affecting coverage required by this Section) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements. Failure to obtain the required documents prior to the work beginning shall not waive Lessors' obligation to provide them. Lessees reserve the right to require complete, certified copies of all required insurance policies, including endorsements, herein required, at any time.

h. Lessors will provide 30 days prior written notice to applicable Lessees in the event of any material modification or cancellation of insurance required by this MOU. If any of the required coverages expire during the term of this MOU, Lessors shall deliver the renewal certificate(s) including the additional insured endorsements to Lessees at least ten (10) days prior to the expiration date.

i. Except as indicated above, all policies shall be provided on an occurrence basis. If any of the required policies provide coverage on a claims-made basis, then the following terms shall be provided to the extent possible: (i) the retroactive date must be shown and must be before the date of the MOU or the beginning of the work; (ii) insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work; (iii) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the

contract effective date, the Lessors must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

15. Liability. Each Party shall be and remain responsible for its own debts and obligations. Nothing in this MOU shall be construed as imposing on a Party any liability arising out of the operations of any other Party, except as such liability may result from the performance of the first Party's obligations under this MOU.

16. Indemnification. Each Party shall defend, indemnify, and hold harmless the other Parties, and their employees, officers, directors, and agents, from and against any liability, loss, claims, demands, damages, expenses, lawsuits and costs (including attorneys' fees, expert witness fees, and other costs of litigation or other proceedings) of every kind or nature arising in any manner out of any breach of duties under this MOU and/or negligence or willful misconduct of that Party, including its employees, officers directors and agents. In no event shall any Party be required to defend, indemnify or hold harmless any other Party for its sole negligence or willful misconduct.

17. Assignment. No Party shall assign this MOU, any interest in this MOU, or its rights or obligations under this MOU without the express prior written consent of the other Parties. This MOU shall be binding on, and shall inure to the benefit of, the Parties and their respective successors and assigns.

18. Fiduciary Obligations. The governing body for each Party has reviewed this MOU in good faith, and in a manner in which it believes to be in its best interests, and with such care, including reasonable inquiry, as an ordinary prudent person in a like position would use under similar circumstances, and has determined that the MOU is in the best interests of its Party and that the cost allocation to be paid is fair and reasonable.

19. Dispute Resolution. If there is any dispute or controversy between the Parties arising out of or relating to this MOU, the Parties agree to confidentially meet in good faith to discuss a mutually amicable resolution to the dispute. If informal efforts at dispute resolution are not successful, the Party with the complaint shall give written notice of the dispute and the desired resolution to the other Party. The Parties agree that, within thirty (30) days of the date of written notice of the failure to resolve the dispute despite good faith efforts, they will again meet with a mutually agreeable mediator for non-binding mediation in good faith, with a principal of each of the Parties present. If the Parties are still unable to come to a resolution within thirty (30) days of the external mediation, the Parties may agree to arbitrate the dispute in El Dorado County before a retired California state or federal court judge under the Comprehensive Arbitration Rules of JAMS, rather than resorting to litigation.

20. Notice. All notices, requests, demands, or other communications (collectively "Notice") given to or by the Parties under this MOU shall be in writing and shall be deemed to have been duly given on the date of receipt if transmitted by email or personally served on the Party(ies) to whom Notice is to be given, or seventy-two (72) hours after mailing by United States mail first class, registered or certified mail, postage prepaid, addressed to the Party(ies) to whom Notice is to be given, at the applicable address set forth below:

To: Lake View Charter School
ATTN: Board President
4672 County Rd N, Orland, CA 95963
lindsay.mower@gmail.com

To: Winship Community School
ATTN: Board President
4305 S. Meridian Rd, Meridian, CA 95957
dbrockmyer@ hotmail.com

To: Clarksville Charter School
ATTN: Board President

To: Feather River Charter School
ATTN: Board President

4818 Golden Foothill Pkwy Ste. #9
El Dorado Hills, CA 95762
emily95661@gmail.com]

4305 S. Meridian Rd, Meridian, CA 95957
dbrockmyer@ hotmail.com

21. Headings. The descriptive headings of the sections and/or paragraphs of this MOU are inserted for convenience only, are not part of this MOU, and do not in any way limit or amplify the terms or provisions of this MOU.

22. Amendments. This MOU may be amended by the mutual written consent of all Parties.

23. Entire MOU. This MOU constitutes the entire agreement between the Parties with respect to the subject matter contained herein and supersedes all agreements, representations and understandings of the Parties with respect to such subject matter made or entered into prior to the date of this MOU.

24. Arm's Length and Independent Counsel. This MOU has been negotiated at arm's length and between persons (or their representatives) sophisticated and knowledgeable in the subjects in this MOU. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities against the Party that has drafted it is not applicable and is waived. The provisions of this MOU shall be interpreted in a reasonable manner to affect the purpose of the Parties and this MOU. Each Party has been advised by, or had opportunity to seek advice from, its independent counsel regarding this MOU.

25. No Waiver. No waiver of any provision of this MOU shall constitute, or be deemed to constitute, a waiver of any other provision, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

26. Severability. If any provision of this MOU is invalid or contravenes California law, such provision shall be deemed not to be a part of this MOU and shall not affect the validity or enforceability of its remaining provisions, unless such invalidity or unenforceability would defeat an essential purpose of this MOU.

27. Governing Law. This MOU shall be governed by and interpreted under California law.

28. Authority to Contract. Each Party warrants to the others that it has the authority to enter into this MOU, that it is a binding and enforceable obligation of said Party, and that the undersigned has been duly authorized to execute this MOU.

29. Counterparts. This MOU may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. A faxed, .pdf, or other electronic copy of the fully executed original version of this MOU shall have the same legal effect as an executed original for all purposes.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties execute this MOU as of the Effective Date above.

Lake View Charter School, a California nonprofit public benefit corporation

By: _____
Name: _____
Its: _____
Date: _____, 2021

Winship Community School, a California nonprofit public benefit corporation

By: _____
Name: _____
Its: _____
Date: _____, 2021

Clarksville Charter School, a California nonprofit public benefit corporation

By: _____
Name: _____
Its: _____
Date: _____, 2021

Feather River Charter School, a California nonprofit public benefit corporation

By: _____
Name: _____
Its: _____
Date: _____, 2021

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ATTACHMENT A

Shared Services

Position	**Executive Director**
Description of Services	See Job Description attached as A-1. Additional or different duties may be agreed upon by the Lessors and Lessees.

Julie Haycock shall perform the services related to the Executive Director position on behalf of Winship Community School and Lake View Charter School.

Jenell Sherman shall perform the services related to the Executive Director position on behalf of Feather River Charter School and Clarksville Charter School.

Position	**Vice Principal**
Description of Services	See Job Description attached as A-2. Additional or different duties may be agreed upon by the Lessors and Lessees.

Julie Haycock shall perform the services related to the Vice Principal position on behalf of Feather River Charter School and Clarksville Charter School.

Jenell Sherman shall perform the services related to the Vice Principal position on behalf of Lake View Charter School and Winship Community School.

ATTACHMENT B

Allocation

1. Allocation Formula

The Parties have collaborated to determine an equitable distribution for salaries based on the proportionate amount of services the Parties expect Sherman and Haycock will provide to all four schools in the roles of Executive Director and Vice Principal. The Parties intend for each School to receive equitable amount of services from an Executive Director and Vice Principal.

Party	Percentage of Jenell Sherman Salary	Percentage of Julie Haycock Salary
Lake View Charter School	5%	70%
Winship Community School	1%	20%
Clarksville Charter School	46%	5%
Feather River Charter School	48%	%

Coversheet

Shared Staff Memorandum of Understanding

Section: II. Finance
Item: D. Shared Staff Memorandum of Understanding
Purpose: Vote
Submitted by:
Related Material:
DOCS-#4503180-v1-North Schools_Draft MOU for Shared Services 2021-22.docx.pdf

BACKGROUND:
The Shared Staff MOU is between the four schools, Winship Community School, Feather River Charter School, Lake View Charter School and Clarksville Charter School. The agreement addresses the sharing of services by the Shared Personnel and also appropriate cost sharing.

RECOMMENDATION:
Recommended for Board approval.

MEMORANDUM OF UNDERSTANDING
FOR SHARED PERSONNEL SERVICES

This Memorandum of Understanding for Shared Personnel Services and Resources ("***MOU***") is entered into as of July 1, 2021 ("***Effective Date***") by and between the following California nonprofit public benefit corporations, which may each be referred to herein as a "***Party***" or collectively as the "***Parties***" to this MOU: Winship Community School, Feather River Charter School, Clarksville Charter School, and Lake View Charter School.

WHEREAS, Winship Community School operates a public charter school named Winship Community School, Feather River Charter School operates a public charter school named Feather River Charter School, Clarksville Charter School operates a public charter school named Clarksville Charter School, and Lake View Charter School operates a public charter school named Lake View Charter School (each a "***School***" or collectively the "***Schools***");

WHEREAS, Schools are nonclassroom-based public charter schools using the same educational model dedicated to providing students with a flexible personalized learning experience that empowers families to tailor a program designed around the specific needs of each student;

WHEREAS, each School employs certificated teachers designated as having the responsibility for the general supervision of their students' independent study pursuant to Education Code § 51747.5(a);

WHEREAS, the sharing of services performed by the Shared Personnel among all of the Parties cooperatively is in the mutual interest of each of the Parties and in furtherance of their shared goal to successfully implement their respective education programs in an efficient and cost effective manner; and

WHEREAS, the Parties intend to coordinate the services provided by the Shared Personnel to the Parties and to equitably and appropriately allocate and document costs among the Parties according to the terms and conditions set forth in this MOU.

NOW, THEREFORE, in consideration of their mutual promises set forth in this MOU, the Parties desire to, and hereby agree as follows:

1. **Shared Personnel.** During the term of this MOU, the Parties shall coordinate with each other for shared personnel ("***Shared Personnel***") to perform the educational services described in Attachment A (the "***Services***") under the terms and conditions set forth herein. All shared personnel shall be documented between the Lessor and Lessee Schools, as defined herein, pursuant to Attachment B as outlined in a written process to be mutually agreed upon between the parties. No third party shall have the authority to unilaterally impose the sharing of personnel between the Parties.

2. **Lessor and Lessee Schools.** The Parties acknowledge each School may both (i) employ an individual who will provide Services to another School; and (ii) receive Services from an individual employed by another School. The term "***Lessor***" refers to a School leasing its employee(s) to another School pursuant to the terms of the MOU. The term "***Lessee***" refers to a School receiving Services from another School's employee(s) pursuant to the terms of the MOU. Each Party may serve as a Lessor and Lessee under this MOU, and shall meet the obligations set forth in this MOU depending on their role as a Lessor and/or Lessee. Shared Personnel shall be subject to the ultimate oversight, direction and control of Lessor and its governing board, officers, and designated representatives, but may also be subject to the supervision and direction of Lessees when performing Services on their behalf. The termination of this

MOU shall not terminate the Shared Personnel's employment relationship with the Lessor. Lessees are not, and nothing in this MOU shall cause Lessees to become third party beneficiaries to Lessor's employment agreements with the Shared Personnel. Nothing in this MOU shall confer upon any Party any rights or remedies, including any right to employment, as an employee of any other Party. Nothing in this MOU shall create a joint venture between the Parties. Each Party shall remain solely responsible for its own governance, operations and educational program.

3. **Allocation.** Each Party's right to receive Services and obligation to pay fees under this MOU shall be determined based upon their proportionate share using the formulas set forth in Attachment A (the "***Allocation***"), as it may be adjusted from time to time by written agreement of the Parties. The Allocation shall be assessed at the intervals set forth in Attachment A during the Term of this MOU and upon termination as set forth in Section 8.

4. **Allocation of Services.** Each Party will have the right to receive Services from Shared Personnel in an amount reasonably equivalent to that Party's Allocation. The Parties shall work cooperatively with each other and the Shared Personnel to coordinate the performance of such Services. Any Party which asserts that it has not received its Allocation of Services from Shared Personnel, must provide written notice to the Parties, describing in detail the alleged deficiency and allowing thirty (30) days to cure before seeking any other remedy.

5. **Allocation of Fees and Expenses.** As consideration for the Services provided by Shared Personnel, each Lessee shall pay to Lessor the fees and expenses set forth herein.

a. Fees. Each Lessee shall pay to Lessor a fee that is calculated based on their Allocation of the annual total cost incurred by Lessor in employing the Shared Personnel as set forth in Attachment C (including total gross wages, benefits, workers' compensation costs, statutory benefits, retirement benefit system contributions, and employment taxes). The total cost shall be fixed as of the date of execution of this MOU and may thereafter be subject to change only with the agreement of all Parties. Any such changes, notating the effective date, shall be memorialized by the Parties in Attachment C, which may be updated as a matter of contract administration without the need for a formal amendment to this MOU.

b. Expenses. Reasonable and necessary expenses incurred by Shared Personnel in the course of performing Services under this MOU shall be divided by relative Allocation between those Parties on whose behalf the expenses were incurred. Expenses in excess of $1,000.00 must be approved in advance by the affected Parties. To the extent such expenses are not incorporated in the total costs outlined in Attachment C, invoices for expenses shall be sent within thirty (30) days of payment to Shared Personnel and shall include copies of supporting documentation (e.g. receipts).

c. Invoicing. Each Party shall invoice the other Parties monthly for all fees and expenses incurred ("Monthly Invoice"). Each Monthly Invoice shall contain a brief description of the method by which the fees and expenses were calculated.

d. Payment Terms. Payment is due thirty (30) days from the date of delivery of the Monthly Invoice.

e. Disputes. Any disputes concerning invoices must be directed to the Lessor in writing within thirty (30) days after receipt of the Monthly Invoice. Lessor shall provide access to reasonable backup documentation for such fees upon request and subject to privacy considerations.

6. **Lessor Responsibilities:** In addition to any other promises and covenants identified herein, Lessor shall have the following responsibilities under this MOU:

a. Comply with all applicable federal, state and local laws and regulations, including laws prohibiting harassment, discrimination and retaliation.

b. Comply with all applicable federal, state and local laws, regulations and orders concerning workplace safety.

c. Timely pay Shared Personnel consistent with applicable law and their employment agreements, if any.

a. Work cooperatively with Lessee to ensure compliance with all applicable wage and hour laws for nonexempt Shared Personnel, including, but not limited to, providing work schedules (including compliant scheduled meal and rest periods) to Shared Personnel and timely paying Shared Personnel for all overtime and meal and rest period premiums, if applicable, and providing accurate wage statements.

b. Ensure that Shared Personnel maintain the qualifications and competency necessary to provide the Services, including but not limited to: (i) complete all required training, including, but not limited to initial and annual training on mandated child abuse and neglect reporting; (ii) are free from active tuberculosis; (iii) have passed a criminal background check through the Department of Justice; (iv) have not been convicted of a serious or violent felony (as defined by Penal Code §§ 667.5 and 1192.7), sex offense as defined by Education Code § 44010, or a controlled substance offense (as defined by Education Code § 44011); (v) are eligible to work in the United States; and (vi) maintain in good standing all applicable licenses and credentials.

c. Supervise and evaluate Shared Personnel and make and implement, in its sole discretion, all employment-related communications and decisions with respect to Shared Personnel, including, but not limited to matters relating to discipline, termination, accommodations, disability claims, complaints, leaves of absence, compensation and benefits.

d. Administer trainings, leaves of absence, disability accommodations and other duties of an employer as required by applicable law.

e. Assuming Lessor participates in CalSTRS or CalPERS, the Parties acknowledge Shared Personnel are employees of the Lessor for CalSTRS or CalPERS purposes.

f. If Lessee reports Shared Personnel misconduct to Lessor that violates Lessor or Lessee policies or procedures or law, Lessor shall promptly take corrective action which may include, but is not limited to, conducting an investigation, disciplining the individual, or terminating the individual and making good faith efforts to hire a replacement in accordance with Section 6(j).

g. If a Shared Personnel's employment ends with Lessor, Lessor shall make good faith efforts to replace the individual within thirty (30) days of termination, unless the other Parties provide written consent that a replacement for such individual is not necessary.

2. **Lessee Responsibilities:** In addition to any other promises and covenants identified

herein, each Lessee shall have the following responsibilities under this MOU:

a. Comply with all applicable federal, state and local laws and regulations, including laws prohibiting harassment, discrimination and retaliation.

b. Comply with all applicable federal, state and local laws, regulations and orders concerning workplace safety.

c. Provide to Shared Personnel, in writing, copies of any of Lessee's policies and procedures applicable to the Services.

d. Provide a safe working environment for Shared Personnel.

e. Supervise and direct Shared Personnel when providing Services on behalf of the Lessee in order to ensure that Shared Personnel meet their performance obligations and comply with all of Lessee's applicable policies and procedures.

f. Provide feedback to Lessor regarding the performance of Shared Personnel, including, but not limited to, reporting misconduct to Lessor by a Shared Personnel that violates Lessee policies or procedures or law.

g. Work cooperatively with Lessor to ensure compliance with all applicable wage and hour laws for nonexempt Shared Personnel, including, but not limited to, ensuring that nonexempt Shared Personnel adhere to their schedule as provided by Lessor, including taking meal and rest periods, and ensuring nonexempt Shared Personnel accurately record/track all hours worked for Lessee. Lessee agrees to timely report to Lessor any non-compliant meal or rest periods and any overtime worked by nonexempt Shared Personnel while working on behalf of Lessee.

3. Term and Termination.

a. Term. The MOU is effective as of July 1, 2021 and shall remain in effect until June 30, 2022 (the "***Term***"). This MOU shall automatically terminate unless renewed in writing by the Parties. Termination under this subsection shall not relieve the terminating Party of any of its obligations under this MOU prior to the effective date of such termination. Termination of participation by any Party(ies) shall not terminate the MOU as to any other Party.

b. Termination With Cause. Any Party may terminate its participation in this MOU for cause as defined below. All notices required under this subdivision must be simultaneously provided to all Parties in writing.

i. Material Breach. Any Party may terminate this MOU in the event of another Party's material or persistent breach of any one or more of the terms of this MOU, which breach is not remedied within thirty (30) days after written notice. If after thirty (30) days the non-breaching Party determines that the breach has not been remedied or appropriate actions have not commenced to cure the breach, the non-breaching Party may terminate its participation in the MOU effective immediately. If termination pursuant to this section is based upon a failure to pay an invoice in a timely fashion as outlined in Section 5(d) then the nonpaid Party may terminate the agreement with the non paying Party if that material breach has not been remedied within ten (10) business days of written notification of the material breach.

ii. Charter Revocation/Non-Renewal. Upon the revocation or non-renewal of the charter of a Party, that Party may terminate its participation in the MOU effective upon the winding up of that charter's business, as set forth in any closure resolution. Notice of any such revocation or non-renewal shall be provided as soon as possible.

iii. Duty to Pay Severance to Shared Personnel Upon Termination. In the event termination of this MOU results in termination of Shared Personnel's employment without cause thereby triggering a requirement to pay severance to Shared Personnel under their employment agreement with Lessor, the terminating party shall be responsible for paying for severance, if any in the Shared Personnel's contract, up to two weeks of salary, or in the event of a termination by more than one Party, any such severance shall be paid according their relative Allocation.

iv. Termination of Shared Personnel Arrangements. Any Lessor or Lessee may terminate a Shared Personnel arrangement for teachers or other instructional staff who directly support students at any time, with or without cause or advance notice. If a Lessor or Lessee seeks to terminate a Shared Personnel arrangement for an administrative staff position who does not typically directly serve students, Lessee and Lessor shall provide sixty (60) days' written notice to other Parties before such termination. If there are any disputes concerning termination of Shared Personnel arrangements, the Parties agree to meet and confer to seek a resolution in good faith.

4. Intellectual Property; Work Product. Any intellectual property owned by a Party that is used by or on behalf of another Party in the context of providing Services, shall remain the property of the originating Party. No Party shall have the right to grant a license, sublicense, or any other use or rights to the intellectual property of another Party. A Party's use of another Party's intellectual property under this MOU shall not create any ongoing license or other right to continuing use of that intellectual property after the termination of this MOU. Upon termination of this MOU, the intellectual property of each Party in the possession of any other Party shall be returned and/or destroyed. Any work product created by or on behalf of a Party pursuant to this MOU, shall be and remain the property of that Party.

5. Confidentiality. Each Party acknowledges that during the term of this MOU, it may have access to certain Confidential Information of the other Parties as defined below. Each Party shall maintain and enforce reasonable administrative, technical, and physical safeguards, including but not limited to restricting access to Confidential Information, in order to reasonably protect the confidentiality of the other Parties' Confidential Information. The Parties' obligations hereunder with respect to Confidential Information shall survive termination of this MOU.

a. "***Confidential Information***" means non-public information marked either "confidential" or "proprietary," or that otherwise should be understood by a reasonable person to be confidential in nature. Confidential Information may include but is not limited to trade secrets, policies, procedures, student education records, intellectual property, business or strategic plans, contractual arrangements or negotiations, fundraising strategies, financial information and employee information. Confidential Information does not include any information which (i) is rightfully known to the recipient prior to its disclosure; (ii) is released to any other person or entity (including governmental agencies) without restriction; (iii) is independently developed by the recipient without use of or reliance on Confidential Information; (iv) is or later becomes publicly available without violation of this MOU or may be lawfully obtained by a Party from a non-party; or (v) which is a public record under California law.

b. If disclosure of Confidential Information is requested pursuant to law, statute, rule or regulation (including a subpoena, a request made to a Party under the California Public Records Act, or other similar form of process), the Party to which the request for disclosure is made shall (other than in connection with routine supervisory examinations by regulatory authorities with jurisdiction and without breaching any legal or regulatory requirement) provide the applicable Party(ies) with prior prompt written notice thereof to the extent practicable, and if practicable under the circumstances, shall allow the applicable Party(ies) to seek a restraining order or other appropriate relief.

c. Upon the termination or expiration of this MOU, Confidential Information of each Party in the possession of the other Party shall be returned and/or destroyed. Section 10 shall survive termination of this MOU.

6. Student Information. Each Party is responsible for its compliance with the federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) ("***FERPA***") and other applicable state and federal laws pertaining to student information and privacy.

a. To the extent necessary, the Lessor shall be designated as having a legitimate educational interest in accessing a Lessee's student education records, as that term is defined by and for purposes of FERPA, thereby allowing Lessor to access personally identifiable information from student education records from the Lessee as part of its performance of the Services. For purposes of this MOU, the term "personally identifiable information" ("***PII***") means any information that can be used on its own or with other information to (i) distinguish one person from another, (ii) identify, contact, or locate a single person, or (iii) de-anonymize anonymous data.

b. Lessor shall not use or disclose pupil records, including PII, received from or on behalf of another Party except as necessary with respect to the performance of the Services, as required by law, or as otherwise authorized in writing by the applicable Lessee. Lessor shall protect the student education records it receives from or on behalf of another Party no less rigorously than it protects its own student education records. In the event of an unauthorized disclosure of PII, Lessor shall notify the affected Lessee(s) as soon as practicable, and shall, upon the affected Lessee's request, notify affected parents, legal guardians and eligible pupils using reasonably available technological means such as electronic mail.

7. Insurance. Lessor shall procure and maintain in full force and effect for the duration of this MOU, the following insurance in connection with Lessor's performance under this MOU and the provision of Services by Shared Personnel:

a. California Workers' Compensation Insurance, insurance as required by the State of California and consistent with Labor Code section 3602(d)(1), with statutory limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease, covering all Shared Personnel provided under this MOU.

b. General Liability Insurance including coverage for personal injury, death, property damage and sexual abuse/molestation (if not included with ELL) with a combined single limit of no less than One Million Dollars ($1,000,000) per occurrence, and a minimum annual aggregate of Two Million Dollars ($2,000,000).

c. Employment Practices Liability Insurance with a combined single limit of no less than One Million Dollars ($1,000,000) per occurrence.

d. Professional Liability Insurance, which may also be called Educators Legal Liability Insurance (or ELL), with a combined single limit of no less than One Million Dollars ($1,000,000) per claim, and Two Million Dollars ($2,000,000) policy aggregate.

e. Lessor will provide additional insured coverage and policy endorsements for Lessees and their officers, directors, employees, volunteers or agents (collectively referred to as the "***Additional Insureds***") under the General Liability, Workers' Compensation, Employment Practices and Professional Liability policies as specified above. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. Lessor's insurance shall be primary as respects to Additional Insureds, and any insurance, self-insurance or other coverage maintained by Additional Insureds shall be excess to Lessor's insurance and shall not contribute to it.

f. Except for Workers' Compensation and Professional Liability coverages Lessor hereby agrees to waive rights of subrogation which any insurer of Lessor may acquire from Lessor by virtue of the payment of any loss. Lessor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

g. At commencement of this MOU, and upon any renewal of this MOU, and upon request at any time, Lessor shall furnish any Lessee with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this Section) and a copy of the Declarations and Endorsement Page of the policy listing all policy endorsements. Failure to obtain the required documents prior to the work beginning shall not waive Lessor's obligation to provide them. Lessees reserve the right to require complete, certified copies of all required insurance policies, including endorsements, herein required, at any time.

h. Lessor will provide thirty (30) days prior written notice to Lessee(s) in the event of any material modification or cancellation of insurance required by this MOU. If any of the required coverages expire during the term of this MOU, Lessor shall deliver the renewal certificate(s) including the additional insured endorsements to Lessees at least ten (10) days prior to the expiration date.

i. Except as indicated above, all policies shall be provided on an occurrence basis. If any of the required policies provide coverage on a claims-made basis: (i) the retroactive date must be shown and must be before the date of the MOU or the beginning of the work; (ii) insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work; (iii) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Lessor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work if possible.

8. Liability. Each Party shall be and remain responsible for its own debts and obligations. Nothing in this MOU shall be construed as imposing on a Party any liability arising out of the operations of any other Party, except as such liability may result from the performance of the first Party's obligations under this MOU.

9. Indemnification. Each Party shall defend, indemnify, and hold harmless the other Parties, and their employees, officers, directors, agents, and insurers from and against any liability, loss, claims, demands, damages, expenses, lawsuits and costs (including attorneys' fees, expert witness fees, and other costs of litigation or other proceedings) of every kind or nature arising in any manner out of any breach of duties under this MOU and/or negligence, wrongdoing or willful misconduct of that Party, including its employees (including Leased Personnel), officers, directors, and agents. In no event shall

any Party be required to defend, indemnify or hold harmless any other Party for its sole negligence, sole wrongdoing or singular willful misconduct.

This indemnification shall extend to claims occurring after this MOU is terminated as well as while it is in force. The indemnification and defense obligations set forth in this provision are separate and independent from the insurance provisions set forth in Section 12 herein; and do not limit, in any way, the applicability, scope, or obligations set forth in those insurance provisions.

10. Assignment. No Party shall assign this MOU, any interest in this MOU, or its rights or obligations under this MOU without the express prior written consent of the other Parties. This MOU shall be binding on, and shall inure to the benefit of, the Parties and their respective successors and assigns.

11. Fiduciary Obligations. The governing body for each Party has reviewed this MOU in good faith, and in a manner in which it believes to be in its best interests, and with such care, including reasonable inquiry, as an ordinary prudent person in a like position would use under similar circumstances, and has determined that the MOU is in the best interests of its Party and that the cost allocation to be paid is fair and reasonable.

12. Dispute Resolution. If there is any dispute or controversy between the Parties arising out of or relating to this MOU, the Parties agree to confidentially meet in good faith to discuss a mutually amicable resolution to the dispute. If informal efforts at dispute resolution are not successful, the Party with the complaint shall give written notice of the dispute and the desired resolution to the other Party. The Parties agree that, within thirty (30) days of the date of written notice of the failure to resolve the dispute despite good faith efforts, they will again meet with a mutually agreeable mediator for non-binding mediation in good faith, with a principal of each of the Parties present. If the Parties are still unable to come to a resolution within thirty (30) days of the external mediation, the Parties may agree to arbitrate the dispute in El Dorado County, or another jurisdiction upon mutual agreement by the Parties in dispute, before a retired California state or federal court judge under the Comprehensive Arbitration Rules of JAMS, rather than resorting to litigation.

13. Notice. All notices, requests, demands, or other communications (collectively "***Notice***") given to or by the Parties under this MOU shall be in writing and shall be deemed to have been duly given on the date of receipt if transmitted by email or personally served on the Party(ies) to whom Notice is to be given, or seventy-two (72) hours after mailing by United States mail first class, registered or certified mail, postage prepaid, addressed to the Party(ies) to whom Notice is to be given, at the applicable address set forth below:

To: Clarksville Charter School
ATTN: Board President
4818 Golden Foothills Parkway #9
El Dorado Hills, CA 95762
emily95661@gmail.com

To: Feather River Charter School
ATTN: Board President
4305 South Meridian Road
Meridian, CA 95957-9647
dbrockmyer@hotmail.com

To: Lake View Charter School
ATTN: Board President
4672 County Road N

Orland, CA 95963
lindsay.mower@gmail.com

To: Winship Community School
ATTN: Board President
4305 South Meridian Road
Meridian, CA 95957-9647
dbrockmyer@hotmail.com

14. Headings. The descriptive headings of the sections and/or paragraphs of this MOU are inserted for convenience only, are not part of this MOU, and do not in any way limit or amplify the terms or provisions of this MOU.

15. Entire Agreement. This MOU and all attachments, which are incorporated by reference, constitute the entire agreement between the Parties with respect to the subject matter contained herein and supersedes all agreements, representations and understandings of the Parties with respect to such subject matter made or entered into prior to the date of this MOU and is a final, complete and exclusive statement of the terms of the MOU.

16. Amendments. This MOU may be amended by the mutual written consent of all Parties.

17. No Waiver. No waiver of any provision of this MOU shall constitute, or be deemed to constitute, a waiver of any other provision, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

18. Severability. If any provision of this MOU is invalid or contravenes California law, such provision shall be severed and deemed not to be a part of this MOU and shall not affect the validity or enforceability of its remaining provisions, unless such invalidity or unenforceability would defeat an essential purpose of this MOU.

19. Governing Law. This MOU shall be governed by and interpreted under California law.

20. Authority to Contract. Each Party warrants to the others that it has the authority to enter into this MOU, that it is a binding and enforceable obligation of said Party, and that the undersigned has been duly authorized to execute this MOU.

21. Counterparts. This MOU may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. A faxed, .pdf, or other electronic copy of the fully executed original version of this MOU shall have the same legal effect as an executed original for all purposes.

IN WITNESS WHEREOF, the Parties execute this MOU as of the Effective Date above.

Clarksville Charter School, a California nonprofit public benefit corporation

By: _____
Name: _____
Its: _____
Date: _____, 2021

Feather River Charter School, a California nonprofit public benefit corporation

By: _____
Name: _____
Its: _____
Date: _____, 2021

Lake View Charter School, a California nonprofit public benefit corporation

By: _____
Name: _____
Its: _____
Date: _____, 2021

Winship Community School, a California nonprofit public benefit corporation

By: _____
Name: _____
Its: _____
Date: _____, 2021

ATTACHMENT A

Effective Date: July 1, 2021

This attachment is governed by and subject to the provisions of the Memorandum of Understanding regarding the provision of personnel Services, the terms of which are incorporated herein, between the Parties listed below. This Attachment A shall amend, replace and supersede any prior Attachment A between the Parties in their entirety.

Description of Services:

Position	**Director of Fiscal & Educational Services**
Description of Services	• Collaborates with Charter Executive Director(s) and instructional administrators to ensure that all schools and programs provide students with disabilities access to general education to the maximum extent possible, creating inclusive school communities. • Provide oversight overall management direction in the planning of the Special Education Services program objectives and implementation of general guidelines for individuals responsible for special education and related services. • Oversee special education budget and the maintenance of effort requirements. • Completes documentation for reporting information and data to comply with SELPA, state, and federal guidelines for programs (i.e. CDE and SELPA). • Represent the Charter in California Department of Education complaints and Due Process proceedings • Provide support leadership in the development and training related to educational programs appropriate to the needs of school personnel. • Serves as the Charter's representative to the California Department of Education, Office of Administrative Hearings, SELPA, and other agencies for the coordination of special education and other program services. • Assist with the development, facilitation, implementation and monitoring of State and Federal Program budgets/expenditures for each Charter including overseeing coding of expenditures • Collaborate with Administrative Team to ensure curriculum and programmatic alignment of categorical programs • Oversees fiscal resources from the general fund, special education allocations, and other sources for the purpose of fiscal efficiency and effectiveness in the provision of services. • Oversee the Shared Staff Memorandum of Understanding monthly billing process • Point of contact for the Charter Services Organization (CSO), contracted financial service agencies, and consultants. • Review School Accountability Report Cards (SARC) and Comprehensive School Safety Plans for compliance • Assist with development, implementation and evaluation of LCAPs

Position	Director of Governance and Accountability
Description of Services	Duties and responsibilities include, but are not limited, to: ● Supervise and collaborate with Data Analyst on all projects and required reports, presentations, and documentation for the schools. ● Organize and oversee school compliance required documents: SARC, Material Revisions, Charter Renewal, LCAP, BOP ● Act as liaison between schools and authorizers and county offices of education ● Maintain required oversight documents through sources such as Epicenter and DTS Vault ● Work with auditors to provide requested documentation for annual audits ● Maintain and update school safety plans & parent, student, and staff handbooks ● Provide support to CALPADs team and School Pathways ● Work with team to provide governance support

Position	Director of Curriculum & Assessment
Description of Services	Duties and responsibilities include, but are not limited, to: ● Organizes, directs and evaluates all employees in the department; sets goals for the department and directs testing administration programs; executes, monitors, and evaluates the progress of the programs. ● Oversees Testing Coordinators in planning and implementing all state testing ● Oversees EL Coordinator and designees in tracking, planning and implementing EL supports and ELPAC testing ● Coordinates with Special Education and Student Support teams to align goals and programming to support student achievement ● Provides support for promotion/retention process ● In conjunction with the Assistant Director, oversee the enrichment specialist and enrichment decisions ● In collaboration with the department and administrative team, evaluates, chooses and implements online all-access curriculum choices

Position	Director of Professional Development & Instructional Support
Description of Services	Duties and responsibilities include, but are not limited, to: ● Oversee ITA's, staff evaluations & help with staff and family situations ● Help with Enrollment, Withdrawals, Student Assignments & manage Teacher Tracker ● Oversee Hiring/EdJoin, Employment Verification & work with HR ● Oversee Teacher Training Program & Mentor Teacher Support ● ITA Training & Support ● Professional Learning Communities ● Plan and implement HST Professional Development & Parent Education ● Manage HST Handbook

	● Oversee Junior High Virtual Academy ● Work with Teacher Trainer & Mentor Teacher Team ● Multicultural, Diversity, & Inclusion ● Meet with FLs, EOS, CC, NJHS/NHS, Field trips & events ● Oversee Community Connections

Position	**Director of High School**
Description of Services	Duties and responsibilities include, but are not limited, to: ● Oversee High School Staff: Counselors, HQTs, ● Coordination and meeting with various high school teams: counseling, curriculum, virtual programs ● Assist in maintenance of master spreadsheet tracking each student through High School, monitoring IGPs, accounting for special needs and ensuring progress to graduation ● Assist counseling with mental health/social-emotional wellness for HS students & development of CTE pathways and local career development resources ● Assure compliance with authenticating agencies: federal student aid, social security including foster/homeless HS students ● Oversight and maintenance of the HS course catalog, including coordination of outside curriculum resources and their compliance with UC/CSU and NCAA approvals ● Hire teachers, set course schedule, create catalog, communicate with HSTs and families, coordinate enrollments ● Maintain membership for each school with College Board for AP, PSAT and SAT, including accommodations for students with special needs ● Lead the Graduation Committee

Position	**Assistant Director of High School**
Description of Services	Duties and responsibilities include, but are not limited, to: ● Work with College Board for AP, PSAT and SAT/ACT ● Oversee HSVA Program ● Lead the guidance team. ● Provide HSTs, the CTE/HS Curriculum Coordinator, guidance counselor, and guidance technician with additional support in high school related issues. ● Manage the concurrent enrollment process for each school by creating college guides, policies, staff instructions, and tagging system. ● Assist with graduation, diploma issuance and graduate withdrawal ● Collaborate with the High School Director, High School Program Coordinator and CTE/HS Curriculum Coordinator to improve high school policies and procedures.

	● Communicate with students, parents, and internal and external professionals within established timelines.

Position	**Assistant Director of Instructional Support**
Description of Services	Duties and responsibilities include, but are not limited, to: ● Assist with the planning of leadership development opportunities and implementation of professional learning communities ● Finalize and send out weekly staff communication ● Support Instructional Team Advisors through weekly communication, office hours, and monthly leadership meetings ● Field calls and emails from Instructional Team Advisors ● Monitor and follow up with any non-compliance issues that arise with students or Homeschool Teachers ● Help oversee leadership contributions and/or adjunct duties ● Participate in Homeschool Teacher Evaluations ● Assist with student transfers and Teacher Assignments for new students, as needed ● Assist with hiring new Instructional Team Advisors, Homeschool Teachers, and other positions as appropriate by screening applicants, participating in interviews, and assists as needed during the hiring/onboarding process

Position	**Assistant Director of Curriculum and Assessment**
Description of Services	Duties and responsibilities include, but are not limited, to: ● Supports Testing Coordinators and EL Coordinator in planning and implementing all internal assessments and state testing ● Coordinates tech needs with back office group ● Supports EL Coordinator and designees in implementation of EL programs and ELPAC testing ● Monitor achievement goals as they relate to LCAP and WASC ● Provides support for promotion/retention process ● In conjunction with the Director, oversee the enrichment specialist and enrichment decisions ● In collaboration with the department and administrative team, evaluates, chooses and implements online all-access curriculum choices

Position	**Assistant Director of Educational Services**
Description of Services	Duties and responsibilities include, but are not limited, to: ● Provide leadership in developing, implementing, evaluating and revising charter school programs and services as assigned by the Director of Educational Services. ● Supports special education, 504, SST and MTSS practices, policies, personnel

	• Supports the Director of Educational Services with legal, mediation and disciplinary issues related to special education and 504's • Provide supervision, consultation and information regarding laws, policies and procedures to special education and student support department staff. • Oversees special education, 504, SST and MTSS data systems, management, state and federal reporting.

Position	**High School Virtual Programs Administrator**
Description of Services	Duties and responsibilities include, but are not limited, to: • Implement High School programs: HSVA, Textbook and Edgenuity • Oversee program development in participating regions • Develop course descriptions, schedule and catalog • Observe and evaluate teacher performance • Respond to parent questions/concerns • HST education regarding locally-based programs • Assist HQTs with monitoring student compliance • Work with student support and language services to create a plan to serve sub-groups & work with the SPED department to create a functioning plan to test SPED students

Position	**TK-8 Program Administrator**
Description of Services	Duties and responsibilities include, but are not limited, to: • Oversee academic, enrichment, and community program development and growth for TK-8 grade students • Interview, hire, and coach Program Coordinators • Develop and market new program offerings • Assist coordinators with the planning and development of academic courses, enrichment activities, field trips, events, and parent education • Provide support through regular communication, office hours, and scheduled meetings with Program Coordinators • Help oversee HST program contributions and/or adjunct duties • Work with Student Support, SPED, and ELL Coordinators to create a plan to serve sub-groups across TK-8 programs • Assist with hiring new Program Coordinators, virtual teachers, and other positions as appropriate

Position	**Homeschool Teacher**

Description of Services	Duties and responsibilities include, but are not limited, to: ● Providing direct and indirect instruction to Lessee students. ● Long and short-term planning addressing individual needs of students. ● Evaluating students' progress. ● Teaching an individualized approach per the Lessee's Charter Petition. ● Providing an inviting, exciting, and innovative learning environment to students. ● Serving as advisors to students.

Position	**Instructional Team Advisor**
Description of Services	Duties and responsibilities include, but are not limited, to: ● Support a team of teachers in navigating challenges that arise in their work, including parent communication, intervention, and non-compliance ● Provide leadership and clear communication of expectations to assist teachers with meeting assigned deadlines, compliance, and school culture ● Host monthly in-person team meetings and hold office hours as needed ● Proactively address any concerns regarding teacher performance and discuss opportunities for improvement

Position	**Mentor Teacher**
Description of Services	Duties and responsibilities include, but are not limited, to: ● Meet with their assigned HST on a regular basis to cultivate a mentorship relationship and to provide ongoing support as the HST learns the responsibilities of the position ● Answer questions and assist with tasks as needed throughout the school year, including master agreements, attendance, AWRs, work samples, YET, etc. ● Review HST's work records and other compliance documents as necessary, providing feedback and coaching ● Proactively offer weekly support to HST in prioritizing work, organization, and efficiency ● Provide guidance to HST on questions that arise with student and family support, compliance, etc.

Position	**Digital Resource Specialist**
Description of Services	Duties and responsibilities include, but are not limited, to: ● Coordinate the creation and management of digital resources, including websites and the digital handbooks ● Source, create, edit, and publish content for the websites, handbooks, and other digital resources maintained by the Sequoia Grove schools ● Serve as the primary systems administrator for the CMS platform (Finalsite) ● Maintain a library of digital resources

	• Support the development and integration of new digital resources, as needed • Ensure that digital resources are user friendly, compatible with mobile devices, and ADA compliant • Ensure that all government mandated resources are published on the appropriate sites • Work closely with the Communication and PR Specialist and school leadership to ensure consistency of messaging. • Oversee the training and support of content creators and editors. • Work with leadership and other members of the community to continuously improve the functionality and quality of our digital resources to better support our staff and families. • Assist with the creation of professional development and training resources as needed.

Position	**JHVA Program Coordinator**
Description of Services	Duties and responsibilities include, but are not limited, to: • Create, implement, and oversee Junior High Virtual Academy • Interview, hire, and support teachers • Observe and evaluate teacher performance • Respond to parent questions/concerns • Work with student support, SPED, and ELL coordinators to create a plan to serve sub-groups • Meet with ADs/Directors as needed to discuss each of the schools' needs

Position	**JHVA Teacher**
Description of Services	Duties and responsibilities include, but are not limited, to: • Provide live, virtual instruction twice per week for each class (totaling 4 hours) and virtual office hours twice per week (totaling 2 hours) • Plan engaging lessons and activities aligned to California State Standards • Maintain current grades in the Schoology platform; monitor and share student progress with HST, parent, and student weekly • Provide additional support as needed for struggling students or those identified as SPED/504/ELL • Attend monthly JHVA team meetings and trainings

Position	**Educational Services and 504 Coordinator**
Description of Services	Duties and responsibilities include, but are not limited, to: • Responsible for the coordination and oversight of section 504, supporting Special education assessments, services, programming, and Charter wide health services

	● Assist in providing leadership and management in administering, monitoring, coordinating and evaluating Special Education programs and services ● Supports the Director of Educational Services with due process and IEE requests related to special education and 504's.

Position	**Special Education Compliance & PD Coordinator**
Description of Services	Duties and responsibilities include, but are not limited, to: ● Develop, coordinate, and deliver virtual professional development for both general education and special education staff on Special Education compliance and any other assigned focus area. ● Supports compliance monitoring activities (i.e. SEIS report pulls, corrections) ● Supports the administration with the preparation and documentation for reporting information and data to comply with SELPA, state, and federal guidelines for programs as assigned (i.e. CDE and SELPA). ● Works with the Special Education SEIS/Records Tech to monitor and pull monthly SEIS reports

Position	**Special Education Program Specialist**
Description of Services	Duties and responsibilities include, but are not limited, to: ● Attends and serves as an admin designee to determine the continued eligibility of a student for the special education program for all level 2 IEPs ● Provide direct and indirect coaching support to general education, special education, and parents ● Conduct bi-weekly caseload checks with assigned teachers and hold 1-hr open office hours 2x weekly: morning/afternoon ● Monitor SEIS regularly by reviewing the dashboard, reports, and service tracker for special education compliance and provide technical support ● Every Program Specialist will have a focus area that they support the department with.

Position	**Education Specialist (Special Education Teacher)**
Description of Services	Duties and responsibilities include, but are not limited, to: ● Develop Initial, Interim, Annual, Triennial Individualized Education Plan (IEP) in collaboration with IEP team members using the Special Education Information System (SEIS) program. ● Schedule and prepare all materials for IEP meetings. ● Consult/collaborate with parents, staff, and service providers to ensure appropriate delivery of special education related services. ● Maintain special education records to meet compliance guidelines. ● Teach Specialized Academic Instruction (SAI) classes to caseload to ensure

	successful progress toward student's IEP goals.

Position	**Special Education School Psychologist**
Description of Services	Duties and responsibilities include, but are not limited, to: ● Draft and send Assessment Plans ● Casemanage virtual and in-person assessments/assessors ● Conduct in-person and virtual assessments ● Review all assessment reports ● Write assessment report ● Attend IEE meetings ● Attend and complete 504 assessments/meetings as needed ● Attend contentious/challenging assessment IEP meetings

Position	**School Nurse**
Description of Services	Duties and responsibilities include, but are not limited, to: ● Perform vision and hearing screenings for special education and general education students ● Complete Health Assessments ● Complete Health Care Plans ● Train staff on Health Care Plan implementation ● Attend IEP meetings ● Plan and hold Health Screening Events

Position	**Educational Services Office Manager/Assistant**
Description of Services	Duties and responsibilities include, but are not limited, to: ● Supports all classified special education and student support staff ● Assists with upkeep of department websites, shared drives, and public documents ● Maintains daily office logistics of Classified staff and office equipment ● Works closely with the Director of Special Education on invoices, orders, inventory, SELPA reporting and annual projects ● Answer Special Education general email accounts and phone lines ● Coordinates IEP scheduling with Case Managers ● Process and keeps a database of low incidence purchases and order tracking ● Processes and maintains records on low incidence and assistive tech. invoices, student documentation, and price listings ● Update budget including credits, returns and receipts for accounting purposes ● Collaborates with Case Managers, IT, Curriculum and Enrichment teams to ensure prompt delivery of items

Position	Special Education Assessment Tech
Description of Services	Duties and responsibilities include, but are not limited, to: ● Process incoming parent, teacher, IEP team assessment requests ● Assign assessors to students ● Ensure assessment completion

Position	Special Education Services Tech
Description of Services	Duties and responsibilities include, but are not limited, to: ● Send NPA contracts ● Send ISA's ● Assign services to providers ● Send IEE ISA's/Contracts

Position	Special Education SEIS Tech
Description of Services	Duties and responsibilities include, but are not limited, to: ● Coordinates with internal staff and outside school districts on incoming and student withdraws ● Monitors SELPA mandated timelines and coordinates with Case Managers to ensure compliance ● Maintains SEIS records including eligibility changes to ensure accuracy of information ● Manages and supports SEIS user accounts, correcting data and log-in errors as needed

Position	MTSS Coordinator
Description of Services	Duties and responsibilities include, but are not limited, to: ● Oversees the MTSS Intervention teachers and school counselor/sst coordinator. ● The MTSS Coordinator works with the Homeschool Teacher (HST), parents, students, and all other academic staff within our schools that support students. ● The MTSS Coordinator oversees the organization, development, and maintenance of curriculum and direct instruction for intervention. ● The MTSS Coordinator will oversee teacher data collection, lesson planning, and intervention implementation

Position	MTSS Intervention Teacher

Description of Services	Duties and responsibilities include, but are not limited, to: ● Supports students by leading intervention classes i.e. math, reading, and writing ● Develops lesson plans and provide direct instruction for intervention via a virtual platform ● Provides data for SST and 504 meetings and communicate with parents, teachers, staff regarding progress or further interventions needed ● Assists general education teachers with the selection of appropriate curricula and the development and implementation of appropriate strategies

Position	**School Counselor/SST Coordinator**
Description of Services	Duties and responsibilities include, but are not limited, to: ● Holds weekly group and individual counseling sessions for Tk-12 students ● Holds office hours for staff and parent support ● Implements SEL curriculum ● Coordinates Students in Crisis support for students and their families so that students may maintain safety, and access to education as they work through difficult periods in their lives. ● Schedules, runs and oversees SST cases, team and processes

Position	**MTSS Tech**
Description of Services	Duties and responsibilities include, but are not limited, to: ● Support with scheduling and tracking of 504 and SST meetings, planning, organizing and data analysis. ● Assist with progress monitoring & data collection uploads to SIS ● Assist Student Support, 504 and Intervention programming ● Assist teachers with questions ● Runs 504 and SST data reporting ● Ensures 504 compliance

Position	**Business & Categorical Programs Tech**
Description of Services	Duties and responsibilities include, but are not limited, to: ● Support with completing the annual Consolidated Application (ConApp) ● Support administration with the development, facilitation, implementation and monitoring of State and Federal Program budgets/expenditures for each Charter including overseeing coding of expenditures ● Compile a variety of statistical data for categorical and charter reporting, including budget, staffing costs and expenditures of funds

	• Approve invoices, review AP loading, selection, processing, including aging report. • Attend weekly cash flow meetings • Maintain compliance records for categorical purchases, staffing costs and school categorical budgets and charter oversight • Maintain repository for Compliance Monitoring Tools and verify accuracy of submissions for management follow up and approval • Provide support, with complex formatting and data insertion, for Board documents, staff reports and other compliance documents • Support administration with the shared staff memorandum of understanding monthly billing process • Conduct categorical, business, and financial compliance checks • Support state, federal, 990 audits

Position	**Community Programs Coordinator**
Description of Services	Duties and responsibilities include, but are not limited, to: • Oversee Community Program development to include; academic and enrichment workshops, clubs, parent education, and events • Collaborate with all members of the team to explore innovative ideas that will improve school wide community offerings • Collect and analyze regular feedback from stakeholders • Develop and manage program schedule and calendar of events • Establish a process for implementing and overseeing HST adjunct duties • Assist HSTs with development of workshops, activities, events, and clubs • Manage student program registration • Present information related to Community Programs at staff meetings as needed • Assist with Kindergarten and 8th grade promotions

Position	**Instructional Materials Administrator**
Description of Services	Duties and responsibilities include, but are not limited, to: • Provide direct support to assigned Assistant Director and other staff members in the Secondary Approval Process and Enrichment Department • Evaluate and make recommendations on the appropriateness of items for students that have been deemed outside of the normal enrichment guidelines • Communicate changes in policies and procedures regarding the Secondary Approval Process and Enrichment Guidelines with the local Enrichment Team • Support administrators, HSTs, and/or families with curriculum and enrichment questions, choices, options, and policies and procedures • Communicate relevant curriculum and enrichment information with HSTs and families via North News, Monday Memos, appropriate websites, and social media channels

	• Creates product and curriculum guidelines in regard to content and appropriateness for educational purposes. • Provide support to administration regarding funding distributions and other planning amount policies. • Supports instructional material ordering systems on behalf of the schools. • Works with parents, HSTs, and administrators to obtain services and materials as needed.

Position	**Data Analyst**
Description of Services	Duties and responsibilities include, but are not limited, to: • Monitors progress related to the California School Dashboard including state and local Indicators and monitoring accuracy of corresponding data within the Aeries Student Information System, the Local Control Accountability Plan (LCAP), district assessments • Maintains a current understanding of how data related to state accountability is entered into district student information system and alignment with state data reporting system (CALPADs) • Assists with the implementation of district and state assessments within the California Assessment of Student Performance and Progress (CAASPP), including related data-based preparation and monitoring of data in Test Operations Management System Resources (TOMS) • Assist in preparing and presenting the SARCs • Participates in professional activities, conferences, and researches best instructional practices in assessment and data analysis • Maintains and updates data collection and reporting calendar, and completes related reports as required • Manages and manipulate large amounts of data using a variety of relevant web-based applications

Position	**High School Counselor**
Description of Services	Duties and responsibilities include, but are not limited, to: • Keep students, families, staff, and stakeholders informed of resources, high school requirements, and college and career information • Host virtual and in-person high school information sessions for returning 8th grade families • Create and host virtual and in-person information sessions regarding college applications, financial aid, social/emotional help, scheduling advice, career opportunities, concurrent enrollment • Monitor graduation requirements and educational progress of each student • Support Home School Teachers in scheduling students for success • Advise students and families on the concurrent enrollment process, college admissions, and financial aid opportunities

	● Work with Enrollment, School Accountability, Records, and CALPADS teams to ensure student information is accurate ● Support students in social/emotional matters

Position	**CTE & HS Curriculum Coordinator**
Description of Services	Duties and responsibilities include, but are not limited, to: ● Enhance the high school program by serving as an educational leader responsible for training and assistance to HSTs as needed ● Maintain relationships with a wide variety of vendors and curriculum representatives ● Learn basic operational practices of any curriculum adopted for general use within the schools, offering training when needed ● Administer group licenses, assisting HSTs and parents in the use of their individual license ● Build a comprehensive CTE program, including all pathway components ● Verify that CTE offerings align with student population interests ● Maintain relationship with outside organizations contracted to assist with CTE ● Manage the writing and/or review written high school courses ● Assist with preparation/review of course catalogs and course descriptions, including “a-g,” AP, honors and NCAA offerings as necessary ● Assist with the UCOP course list and College Board adoptions ● Exhibit excellent communication skills in various media, promoting HS programs and keeping the handbook information current

Position	**Guidance Tech**
Description of Services	Duties and responsibilities include, but are not limited, to: ● Transcript maintenance ● Manage Master Student Roster ● Ensure accurate record keeping across all platforms

Position	**Administrative & Governance Assistant**
Description of Services	Duties and responsibilities include, but are not limited, to: ● Work directly with the Principal managing daily tasks. ● Provide secretarial assistance to the Principal by relieving him or her of administrative tasks such as composing, typing and editing letters and bulletins ● Managing google calendars

	● Maintain school policies and procedures. ● Help organize details for meetings ● Pick up mail from authorizer & PO Box every week ● Editing & proofreading emails, paperwork ● Board meeting prep, follow up and planning

Position	**Communications and PR Specialist**
Description of Services	Duties and responsibilities include, but are not limited, to: ● Develop and execute a strategic internal communications plan, aligning messaging with School culture, mission and strategic goals. (This includes an initial communications audit and listening campaign.) ● Interface with Admin and Teachers for proactive and reactive communications needs, determining essential messages and the right channels to deliver them ● Understand different internal audiences and tailor messages to each audience and the relevant strategic objective. ● Liaise between Admin and Staff, the Schools and Families. ● Clearly message policy updates, vital information and inspiration through regular newsletters, effective social media content, and the North News. ● Maintain a school calendar including all events across all departments (in conjunction to the Board-determined Academic Calendar). ● Attend meetings via Zoom (Admin, Enrollment and Board Meetings) as a listening ear and "good question asker" in an effort to produce a compilation draft for formal communication. ● Strategically match new families and HSTs with accurate maintenance of the Teacher Tracker. ● Plan and coordinate events (behind the scenes) for staff events such as Professional Development and All-Hands meetings in an effort to allow Admin to focus on excellent content. ● Create, distribute, and manage school-wide "talking points" for Teachers to maintain consistent and clear messaging related to projects, transitions, policies, and deadlines.

Position	**EL Coordinator**
Description of Services	Duties and responsibilities include, but are not limited, to: ● Check pathways twice a week, run a compliance report, add new EL enrollment ● Classify students as an English Learner or English proficient (IFEP) after Initial ELPAC results are in & communicating results with HST ● Making service plan to support the EL students and monitor the use of interventions ● Maintain communication with HSTs to aid in supporting EL students ● Complete RFEP monitoring monthly

	● After summative results come back RFEP eligible students ● Attend IEP meetings to reclassify SPED EL students ● Complete Annual Parent Notification and mail out to families ● Assist in forming and maintaining an ELAC/DLAC ● Provide structured English immersion class via Zoom 1x per week ● Meet with ADs/Directors as needed to discuss each of the schools' needs ● Work with student support and language services to create a plan to effectively serve EL students ● Plan and carry out Summative ELPAC testing

Position	**Testing Coordinator**
Description of Services	Duties and responsibilities include, but are not limited, to: ● Collaborate with the Testing Director regarding internal and state assessments ● First line of testing support for teachers and regional coordinators ● Coordinate teacher, student, and parent training for test administration ● Attend state testing meetings as needed ● Compile and organize testing data as needed ● Train TLCs in test administration best practices and procedures ● Create and implement testing calendars for the school year

Position	**Curriculum Specialist**
Description of Services	Duties and responsibilities include, but are not limited, to: ● Act as the primary knowledge resource for HSTs and families for Sequoia Grove's chosen online curriculum offerings for the families enrolled in any of the schools. This may include, but is not limited to the following: o Plan and record short video instructionals for each online program offered o Calendar and plan periodic training opportunities for both families and HSTs on the best practices of online curricula o Update the HST Handbook and post to Google Classroom as needed ● Manage enrollment and licensing in programs and work with curriculum companies to set up teacher and student accounts ● Extract performance and usage data from the chosen curricula to assist with monitoring academic achievement in Math and ELA

Position	**Curriculum & Assessment Assistant**
Description of Services	Duties and responsibilities include, but are not limited, to: ● Create and share Not Tested Report for ITAs and Adminto monitor completion

	● Upload scores to student portal on School Pathways ● Complete annual RFEP monitoring (monthly) ● Help send out Summative ELPAC results and RFEP Eligibility Forms. ● Work with SPED and Student Support to ensure that all students have accurate accommodations and that they are properly implemented at test locations ● Upload student accommodations and designated supports into TOMs ● Assign CAA & HS tests in TOMS ● Process opt-outs ● Work with the Tech department to make sure adequate equipment is available for all schools. Track and manage router numbers ● Set up and manage all aspects of the back end of student registration in Pathways ● Upload student score reports into Pathways ● Assist the Testing Coordinator as needed with communication to teachers and families regarding testing windows, locations, and dates for each region ● Set up and manage all aspects of the back end student registration in Pathways ● Create and maintain PFT Data Collection spreadsheet ● Prepare and upload data sheets to school PFT portal

Position	**Lead Family Liaison**
Description of Services	Duties and responsibilities include, but are not limited, to: ● Oversees team of family liaisons ● Serves as initial point of contact, “face” of our schools for prospective families ● Serve as the voice and bridge for families with the schools ● Plans and manage all aspect of field trips ● Assists Enrollment Team: creates smooth transition for families and HSTs ● Monitor and maintain social media platforms to answer parent questions ● Partner with departments and programs throughout our school - Community Connections, Lending Library ● Organize and host monthly and annual events: Park Days, Vendor & Curriculum Fair, Book Fairs, Enrichment Events ● Critical in educating families on the appropriate use of student planning amounts ● Create and distribute weekly communication with tips, events, commentary, resources ● Work closely with Admin to relay and response to concerns within the parent community and facilitate school-home communication ● Extensive understanding of vendors - assist vendors with social media posts and critical to cultivate positive relationships between schools, families, and vendors

Position	Family Liaison
Description of Services	Duties and responsibilities include, but are not limited, to: ● Serves as initial point of contact, “face” of our schools for prospective families ● Serve as the voice and bridge for families with the schools ● Provide platform for parent information and connection ● Assists Enrollment Team: creates smooth transition for families and HSTs ● Monitor and maintain social media platforms to answer parent questions ● Partner with departments and programs throughout our school - Community Connections, Lending Library ● Organize and host monthly and annual events: Park Days, Vendor & Curriculum Fair, Book Fairs, Enrichment Events ● Critical in educating families on the appropriate use of student planning amounts ● Extensive understanding of vendors - assist vendors with social media posts and critical to cultivate positive relationships between schools, families, and vendors

Position	
Description of Services	ities include, but are not limited, to: ● Provide live, virtual instruction two times per week for each class (totaling 4 hours) ● Hold scheduled, virtual office hours twice per week (totaling 2 hours) ● Individual appointments for student support (as requested) ● Lesson planning and course creation ● Learning activities aligned to state “power” standards ● Plan and supervise content-aligned field trips / events (virtual or in-person) ● Upload course content and maintain grades on Schoology (or other adopted LMS program) ● Grade assignments within one week of submission ● Weekly progress monitoring and communication with families, HSTs, and administration ● Review and implement IEP / 504 accommodations ● Assist with parent professional development ● Maintain a roster of 14 students and complete all HST duties as outlined in HST job description

Position	Community Liaison
Description of Services	Duties and responsibilities include, but are not limited, to: ● Identify homeless and foster youth through enrollment and proof of residency documentation ● Obtain a list of resources available to families from local and state agencies. These may include: ○ Food service/distribution ○ Transportation ○ Technology Access ○ Housing/shelter resources ○ Medi-cal info ○ Social-Emotional support ● Update and maintain website with information for families that may qualify for programs ● Communicate regularly with HSTs to ensure awareness of programs available

The information below is still being determined and will be presented in the fall for approval.

As detailed in Attachment C, the allocation of cost per school will be determined in one of three ways

Category 1: Allocation by Student Roster Count Served Directly (e.g., fee charged to School on a per-student served basis)

Category 2: Allocation by Total Enrollment. Each Party's Allocation for Category 2 personnel shall be determined by dividing their enrollment by the combined enrollment of all Parties to this MOU, as set forth below:

Party	Total Enrollment	Allocation
Clarksville Charter School	1600 estimated	37%
Feather River Charter School	1800 estimated	42%
Lake View Charter School	635 estimated	15%
Winship Community School	300 estimated	6%

Category 3: Allocation by Number of Students in a Particular Group

Party	SPED Enrollment	Allocation

Clarksville Charter School		
Feather River Charter School		
Lake View Charter School		
Winship Community School		
Party	**Student Support Enrollment**	**Allocation**
Clarksville Charter School		
Feather River Charter School		
Lake View Charter School		
Winship Community School		

Lessee schools shall be charged based on the allocation method agreed upon for each position as shown herein and in Attachment C. The amount charged will be the percentage of the total cost per Shared Personnel.

Each Party's Allocation shall be determined and reassessed at the following intervals:

1. First Assessment for Category 2 Personnel. The Parties shall determine the Allocation no later than July 1, based upon each Party's second principal apportionment report (P-2) for the prior school year and staffing.

2. Second Assessment for Category 2 Personnel Shared by ADA. The Parties shall re-assess the Allocation no later than December 15, based upon each Party's ADA as of that date, and any resulting adjustments shall be effective as of January 1.

3. Assessment for Category 3 Personnel. Enrollment for the Category 3 specific student groups described above will be updated each month at the snapshot, and each Party's share of costs for the upcoming month will be updated accordingly.

ATTACHMENT B

SHARED PERSONNEL TRACKING

This information is still being determined and will be presented in the fall for approval.

ATTACHMENT C

Total Estimated Costs

This attachment is governed by and subject to the provisions of the Memorandum of Understanding regarding the provision of personnel Services, the terms of which are incorporated herein, between Clarksville Charter School, Feather River Charter School, Lake View Charter School, and Winship Community School.

The attachment incorporates the estimated total cost of employing Shared Personnel split by each respective category described in Attachment A (Category 1: Costs split based on students served, Category 2: costs split by ADA percentage, and Category 3: Costs split by student groups served). This attachment is approved and effective as of the date of full execution of this MOU. The attachment delineates each Party's equitable share for each Shared Personnel.

This information is still being determined and will be presented in the fall for approval.

Coversheet

Shared Staff Memorandum of Understanding with Central for High School Virtual Academy

Section: II. Finance
Item: E. Shared Staff Memorandum of Understanding with Central for High School Virtual Academy
Purpose: Vote
Submitted by:
Related Material: DOCS-#4503254-v1-Central-North_Shared Services_2021 MOU.pdf

BACKGROUND:
Shared Staff MOU with Central for High School Virtual Academy is an agreement between Clarksville Charter School, Feather River Charter School, Lake View Charter School, Yosemite Valley Charter School and Monarch River Academy for shared High School Virtual Academy staff. The MOU would enable all schools to share staffing costs as well as provide opportunity for more students to participate in HSVA.

These agreements will come back in fall with the specific staffing and percentage information included for approval since we are still working on staffing and enrollment at this time.

RECOMMENDATION:
Recommended for Board approval.

MEMORANDUM OF UNDERSTANDING
FOR SHARED TEACHER SERVICES

This Memorandum of Understanding for Shared Teacher Services and Resources ("***MOU***") is entered into as of July 1, 2021 ("***Effective Date***") by and between the following California nonprofit public benefit corporations, which may each be referred to herein as a "***Party***" or collectively as the "***Parties***" to this MOU: Monarch River Academy, Yosemite Valley Charter School, Clarksville Charter School, Feather River Charter School, and Lake View Charter School.

WHEREAS, Monarch River Academy operates a public charter school named Monarch River Academy, Yosemite Valley Charter School operates a public charter school named Yosemite Valley Charter School, Clarksville Charter School operated a public charter school named Clarksville Charter School, Feather River Charter School operates a public charter school named Feather River Charter School, and Lake View Charter School operates a charter school named Lake View Charter School (each a "***School***" or collectively the "***Schools***");

WHEREAS, Schools are nonclassroom-based public charter schools using the same educational model dedicated to providing students with a flexible personalized learning experience that empowers families to tailor a program designed around the specific needs of each student;

WHEREAS, each School employs certificated teachers designated as having the responsibility for the general supervision of their students' independent study pursuant to Education Code § 51747.5(a);

WHEREAS, the sharing of services performed by the Shared Personnel among all of the Parties cooperatively is in the mutual interest of each of the Parties and in furtherance of their shared goal to successfully implement their respective education programs in an efficient and cost effective manner; and

WHEREAS, the Parties intend to coordinate the services provided by the Shared Personnel to the Parties and to equitably and appropriately allocate and document costs among the Parties according to the terms and conditions set forth in this MOU.

NOW, THEREFORE, in consideration of their mutual promises set forth in this MOU, the Parties desire to, and hereby agree as follows:

1. **Shared Personnel.** During the term of this MOU, the Parties shall coordinate with each other for shared personnel ("***Shared Personnel"***) to perform the educational services described in Attachment A (the "***Services***") under the terms and conditions set forth herein. All shared personnel shall be documented between the Lessor and Lessee Schools, as defined herein, pursuant to Attachment B as outlined in a written process to be mutually agreed upon between the parties. No third party shall have the authority to unilaterally impose the sharing of personnel between the Parties.

2. Lessor and Lessee Schools. The Parties acknowledge each School may both (i) employ an individual who will provide Services to another School; and (ii) receive Services from an individual employed by another School. The term "***Lessor***" refers to a School leasing its employee(s) to another School pursuant to the terms of the MOU. The term "***Lessee***" refers to a School receiving Services from another School's employee(s) pursuant to the terms of the MOU. Each Party may serve as a Lessor and Lessee under this MOU, and shall meet the obligations set forth in this MOU depending on their role as a Lessor and/or Lessee. Shared Personnel shall be subject to the ultimate oversight, direction and control of Lessor and its governing board, officers, and designated representatives, but may also be subject to the supervision and direction of Lessees when performing Services on their behalf. The termination of this

MOU shall not terminate the Shared Personnel's employment relationship with Lessor. Lessees are not, and nothing in this MOU shall cause Lessees to become, third party beneficiaries to Lessor's employment agreements with the Shared Personnel. Nothing in this MOU shall confer upon any Party any rights or remedies, including any right to employment, as an employee of any other Party. Nothing in this MOU shall create a joint venture between the Parties. Each Party shall remain solely responsible for its own governance, operations and educational program.

3. Allocation. Each Party's right to receive Services and obligation to pay fees under this MOU shall be determined based upon their proportionate share using the formulas set forth in Attachment A (the "***Allocation***"), as it may be adjusted from time to time. The Allocation shall be assessed at the intervals set forth in Attachment A for each year of this MOU and upon termination as set forth in Section 8.

4. Allocation of Services. Each Party will have the right to receive Services from Shared Personnel in an amount reasonably equivalent to that Party's Allocation. The Parties shall work cooperatively with each other and the Shared Personnel to coordinate the performance of such Services. Any Party which asserts that it has not received its Allocation of Services from Shared Personnel, must provide written notice to the Parties, describing in detail the alleged deficiency and allowing thirty (30) days to cure before seeking any other remedy.

5. **Allocation of Fees and Expenses.** As consideration for the Services provided by Shared Personnel, each Lessee shall pay to Lessor the fees and expenses set forth herein.

a. Fees. Each Lessee shall pay to Lessor a fee that is calculated based on their Allocation of the annual total cost incurred by Lessor in employing the Shared Personnel as set forth in Attachment C (including total gross wages, benefits, workers' compensation costs, statutory benefits, retirement benefit system contributions, and employment taxes). The total cost shall be fixed as of the date of execution of this MOU and may thereafter be subject to change only with the agreement of all Parties. Any such changes, notating the effective date, shall be memorialized by the Parties in Attachment C, which may be updated as a matter of contract administration without the need for a formal amendment to this MOU.

b. Expenses. Reasonable and necessary expenses incurred by Shared Personnel in the course of performing Services under this MOU shall be divided by relative Allocation between those Parties on whose behalf the expenses were incurred. Expenses in excess of $1,000.00 must be approved in advance by the affected Parties. To the extent such expenses are not incorporated in the total costs outlined in Attachment C, invoices for expenses shall be sent within thirty (30) days of payment to Shared Personnel and shall include copies of supporting documentation (e.g. receipts).

c. Invoicing. Each Party shall invoice the other Parties monthly for all fees and expenses incurred ("Monthly Invoice"). Each Monthly Invoice shall contain a brief description of the method by which the fees and expenses were calculated.

d. Payment Terms. Payment is due thirty (30) days from the date of delivery of the Monthly Invoice.

e. Disputes. Any disputes concerning invoices must be directed to Lessor in writing within thirty (30) days after receipt of the Monthly Invoice. Lessor shall provide access to reasonable backup documentation for such fees upon request and subject to privacy considerations.

6. **Lessor Responsibilities:** In addition to any other promises and covenants identified herein, Lessor shall have the following responsibilities under this MOU:

a. Comply with all applicable federal, state and local laws and regulations, including laws prohibiting harassment, discrimination and retaliation.

b. Comply with all applicable federal, state and local laws, regulations and orders concerning workplace safety.

c. Timely pay Shared Personnel consistent with applicable law and their employment agreements, if any.

d. Work cooperatively with Lessee to ensure compliance with all applicable wage and hour laws for non-exempt Shared Personnel, including, but not limited to, providing work schedules (including compliant scheduled meal and rest periods) to Shared Personnel and timely paying Shared Personnel for all overtime and meal and rest period premiums, if applicable, and providing accurate wage statements.

e. Ensure that Shared Personnel maintain the qualifications and competency necessary to provide the Services, including but not limited to: (i) complete all required training, including, but not limited to initial and annual training on mandated child abuse and neglect reporting; (ii) are free from active tuberculosis; (iii) have passed a criminal background check through the Department of Justice; (iv) have not been convicted of a serious or violent felony (as defined by Penal Code §§ 667.5 and 1192.7), sex offense as defined by Education Code § 44010, or a controlled substance offense (as defined by Education Code § 44011); (v) are eligible to work in the United States; and (vi) maintain in good standing all applicable licenses and credentials.

f. Supervise and evaluate Shared Personnel and make and implement, in its sole discretion all employment related communications and decisions with respect to Shared Personnel, including, but not limited to matters relating to discipline, termination, accommodations, disability claims, complaints, leaves of absence, compensation and benefits.

g. Administer trainings, leaves of absence, disability accommodations and other duties of an employer as required by applicable law.

h. Assuming Lessor participates in CalSTRS or CalPERS, the Parties acknowledge Shared Personnel are employees of the Lessor for CalSTRS or CalPERS purposes.

i. If Lessee reports a Shared Personnel misconduct to Lessor that violates Lessor or Lessee policies or procedures or law, Lessor shall promptly take corrective action which may include, but is not limited to, conducting an investigation, disciplining the individual, or terminating the individual and making good faith efforts to hire a replacement in accordance with Section 6(i).

j. If a Shared Personnel's employment ends with Lessor, Lessor shall make good faith efforts to replace the individual within thirty (30) days of termination, unless the other Parties provide written consent that a replacement for such individual is not necessary.

7. Lessee Responsibilities: In addition to any other promises and covenants identified herein, each Lessee shall have the following responsibilities under this MOU:

a. Comply with all applicable federal, state and local laws and regulations,

including laws prohibiting harassment, discrimination and retaliation.

b. Comply with all applicable federal, state and local laws, regulations and orders concerning workplace safety.

c. Provide to Shared Personnel, in writing, copies of any of Lessee's policies and procedures applicable to the Services.

d. Provide a safe working environment for Shared Personnel.

e. Supervise and direct Shared Personnel when providing Services on behalf of the Lessee in order to ensure that Shared Personnel meet their performance obligations and comply with all of Lessee's applicable policies and procedures.

f. Provide feedback to Lessor regarding the performance of Shared Personnel, including, but not limited to, reporting misconduct to Lessor by a Shared Personnel that violates Lessee policies or procedures or law.

g. Work cooperatively with Lessor to ensure compliance with all applicable wage and hour laws for non-exempt Shared Personnel, including, but not limited to, ensuring that nonexempt Shared Personnel adhere to their schedule as provided by Lessor, including taking meal and rest periods, and ensuring nonexempt Shared Personnel accurately record/track all hours worked for Lessee. Lessee agrees to timely report to Lessor any non-compliant meal or rest periods and any overtime worked by non-exempt Shared Personnel while working on behalf of Lessee.

8. Term and Termination.

a. Term. The MOU is effective as of July 1, 2021 and shall remain in effect until June 30, 2022 (the "***Term***"). This MOU shall automatically terminate unless renewed in writing by the Parties. Termination under this subsection shall not relieve the terminating Party of any of its obligations under this MOU prior to the effective date of such termination. Termination under this subsection shall not relieve the terminating Party of any of its obligations under this MOU prior to the effective date of such termination. Termination of participation by any Party(ies) shall not terminate the MOU as to any other Party.

b. Termination With Cause. Any Party may terminate its participation in this MOU for cause as defined below. All notices required under this subdivision must be simultaneously provided to all Parties in writing.

i. Material Breach. Any Party may terminate this MOU in the event of another Party's material or persistent breach of any one or more of the terms of this MOU, which breach is not remedied within thirty (30) days after written notice. If after thirty (30) days the non-breaching Party determines that the breach has not been remedied or appropriate actions have not commenced to cure the breach, the non-breaching Party may terminate its participation in the MOU effective immediately. If termination pursuant to this section is based upon a failure to pay an invoice in a timely fashion as outlined in Section 5(d) then the nonpaid Party may terminate the agreement with the nonpaying Party if that material breach has not been remedied within ten (10) business days of written notification of the material breach.

ii. Charter Revocation/Non-Renewal. Upon the revocation or non-renewal of the charter of a Party, that Party may terminate its participation in the MOU effective upon the

winding up of that charter's business, as set forth in any closure resolution. Notice of any such revocation or non-renewal shall be provided as soon as possible.

iii. Duty to Pay Severance to Shared Personnel Upon Termination. In the event termination of this MOU results in termination of Shared Personnel's employment without cause thereby triggering a requirement to pay severance to Shared Personnel under their employment agreement with Lessor, the terminating party shall be responsible for paying for any severance, if any in the Shared Personnel's contract, up to two weeks of salary, or in the event of a termination by more than one Party, any such severance shall be paid according their relative Allocation.

iv. Termination of Shared Personnel Arrangements. Any Lessor or Lessee may terminate a Shared Personnel arrangement for teachers or other instructional staff who directly support students at any time, with or without cause or advance notice. If a Lessor or Lessee seeks to terminate a Shared Personnel arrangement for an administrative staff position who does not typically directly serve students, Lessee and Lessor shall provide sixty (60) days' written notice to other Parties before such termination. If there are any disputes concerning termination of Shared Personnel arrangements, the Parties agree to meet and confer to seek a resolution in good faith.

9. Intellectual Property; Work Product. Any intellectual property owned by a Party that is used by or on behalf of another Party in the context of providing Services, shall remain the property of the originating Party. No Party shall have the right to grant a license, sublicense, or any other use or rights to the intellectual property of another Party. A Party's use of another Party's intellectual property under this MOU shall not create any ongoing license or other right to continuing use of that intellectual property after the termination of this MOU. Upon termination of this MOU, the intellectual property of each Party in the possession of any other Party shall be returned and/or destroyed. Any work product created by or on behalf of a Party pursuant to this MOU, shall be and remain the property of that Party.

10. Confidentiality. Each Party acknowledges that during the term of this MOU, it may have access to certain Confidential Information of the other Parties as defined below. Each Party shall maintain and enforce reasonable administrative, technical, and physical safeguards, including but not limited to restricting access to Confidential Information, in order to reasonably protect the confidentiality of the other Parties' Confidential Information. The Parties' obligations hereunder with respect to Confidential Information shall survive termination of this MOU.

a. "***Confidential Information***" means non-public information marked either "confidential" or "proprietary," or that otherwise should be understood by a reasonable person to be confidential in nature. Confidential Information may include but is not limited to trade secrets, policies, procedures, student education records, intellectual property, business or strategic plans, contractual arrangements or negotiations, fundraising strategies, financial information and employee information. Confidential Information does not include any information which (i) is rightfully known to the recipient prior to its disclosure; (ii) is released to any other person or entity (including governmental agencies) without restriction; (iii) is independently developed by the recipient without use of or reliance on Confidential Information; (iv) is or later becomes publicly available without violation of this MOU or may be lawfully obtained by a Party from a non-party; or (v) which is a public record under California law.

b. If disclosure of Confidential Information is requested pursuant to law, statute, rule or regulation (including a subpoena, a request made to a Party under the California Public Records Act, or other similar form of process), the Party to which the request for disclosure is made shall (other

than in connection with routine supervisory examinations by regulatory authorities with jurisdiction and without breaching any legal or regulatory requirement) provide the applicable Party(ies) with prior prompt written notice thereof to the extent practicable, and if practicable under the circumstances, shall allow the applicable Party(ies) to seek a restraining order or other appropriate relief.

c. Upon the termination or expiration of this MOU, Confidential Information of each Party in the possession of the other Party shall be returned and/or destroyed. Section 10 shall survive termination of this MOU.

11. Student Information. Each Party is responsible for its compliance with the federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) ("***FERPA***") and other applicable state and federal laws pertaining to student information and privacy.

a. To the extent necessary, the Lessor shall be designated as having a legitimate educational interest in accessing a Lessee's student education records, as that term is defined by and for purposes of FERPA, thereby allowing Lessor to access personally identifiable information from student education records from the Lessee as part of its performance of the Services. For purposes of this MOU, the term "personally identifiable information" ("***PII***") means any information that can be used on its own or with other information to (i) distinguish one person from another, (ii) identify, contact, or locate a single person, or (iii) de-anonymize anonymous data.

b. Lessor shall not use or disclose pupil records, including PII, received from or on behalf of another Party except as necessary with respect to the performance of the Services, as required by law, or as otherwise authorized in writing by the applicable Lessee. Lessor shall protect the student education records it receives from or on behalf of another Party no less rigorously than it protects its own student education records. In the event of an unauthorized disclosure of PII, Lessor shall notify the affected Lessee(s) as soon as practicable, and shall, upon the affected Lessee's request, notify affected parents, legal guardians and eligible pupils using reasonably available technological means such as electronic mail.

12. Insurance. Lessor shall procure and maintain in full force and effect for the duration of this MOU, the following insurance in connection with Lessor's performance under this MOU and the provision of Services by Shared Personnel:

a. California Workers' Compensation Insurance, insurance as required by the State of California and consistent with Labor Code section 3602(d)(1), with statutory limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease, covering all Shared Personnel provided under this MOU.

b. General Liability Insurance including coverage for personal injury, death, property damage and sexual abuse/molestation (if not included with ELL) with a combined single limit of no less than One Million Dollars ($1,000,000) per occurrence, and a minimum annual aggregate of Two Million Dollars ($2,000,000).

c. Employment Practices Liability Insurance with a combined single limit of no less than One Million Dollars ($1,000,000) per occurrence.

d. Professional Liability Insurance, which may also be called Educator's Legal Liability Insurance (or ELL), with a combined single limit of no less than One Million Dollars ($1,000,000) per claim, and Two Million Dollars ($2,000,000) policy aggregate.

e. Lessor will provide additional insured coverage and policy endorsements for Lessees and their officers, directors, employees, volunteers or agents (collectively referred to as the "***Additional Insureds***") under the General Liability, Workers' Compensation, and Employment Practices and Professional Liability policies as specified above. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. Lessor's insurance shall be primary as respects Additional Insureds, and any insurance, self-insurance or other coverage maintained by Additional Insureds shall be excess to Lessor's insurance and shall not contribute to it.

f. Except for Workers' Compensation and Professional Liability coverages, Lessor hereby agrees to waive rights of subrogation which any insurer of Lessor may acquire from Lessor by virtue of the payment of any loss. Lessor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

g. At commencement of this MOU, and upon any renewal of this MOU, and upon request at any time, Lessor shall furnish any Lessee with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language affecting coverage required by this Section) and a copy of the Declarations and Endorsement Page of the policy listing all policy endorsements. Failure to obtain the required documents prior to the work beginning shall not waive Lessor's obligation to provide them. Lessees reserve the right to require complete, certified copies of all required insurance policies, including endorsements, herein required, at any time.

h. Lessor will provide thirty (30) days prior written notice to Lessee(s) in the event of any material modification or cancellation of insurance required by this MOU. If any of the required coverages expire during the term of this MOU, Lessor shall deliver the renewal certificate(s) including the additional insured endorsements to Lessees at least ten (10) days prior to the expiration date.

i. Except as indicated above, all policies shall be provided on an occurrence basis. If any of the required policies provide coverage on a claims-made basis: (i) the retroactive date must be shown and must be before the date of the MOU or the beginning of the work; (ii) insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work; (iii) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Lessor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work if possible.

13. Liability. Each Party shall be and remain responsible for its own debts and obligations. Nothing in this MOU shall be construed as imposing on a Party any liability arising out of the operations of any other Party, except as such liability may result from the performance of the first Party's obligations under this MOU.

14. Indemnification. Each Party shall defend, indemnify, and hold harmless the other Parties, and their employees, officers, directors, agents, and insurers from and against any liability, loss, claims, demands, damages, expenses, lawsuits and costs (including attorneys' fees, expert witness fees, and other costs of litigation or other proceedings) of every kind or nature arising in any manner out of any breach of duties under this MOU and/or negligence, wrongdoing, or willful misconduct of that Party, including its employees (including Leased Personnel), officers, directors, and agents. In no event shall any Party be required to defend, indemnify or hold harmless any other Party for the other Party's sole negligence, sole wrongdoing or singular willful misconduct.

This indemnification shall extend to claims occurring after this MOU is terminated as well as while it is in force. The indemnification and defense obligations set forth in this provision are

separate and independent from the insurance provisions set forth in Section 12 herein; and do not limit, in any way, the applicability, scope, or obligations set forth in those insurance provisions.

15. Assignment. No Party shall assign this MOU, any interest in this MOU, or its rights or obligations under this MOU without the express prior written consent of the other Parties. This MOU shall be binding on, and shall inure to the benefit of, the Parties and their respective successors and assigns.

16. Fiduciary Obligations. The governing body for each Party has reviewed this MOU in good faith, and in a manner in which it believes to be in its best interests, and with such care, including reasonable inquiry, as an ordinary prudent person in a like position would use under similar circumstances, and has determined that the MOU is in the best interests of its Party and that the cost allocation to be paid is fair and reasonable.

17. Dispute Resolution. If there is any dispute or controversy between the Parties arising out of or relating to this MOU, the Parties agree to confidentially meet in good faith to discuss a mutually amicable resolution to the dispute. If informal efforts at dispute resolution are not successful, the Party with the complaint shall give written notice of the dispute and the desired resolution to the other Party. The Parties agree that, within thirty (30) days of the date of written notice of the failure to resolve the dispute despite good faith efforts, they will again meet with a mutually agreeable mediator for non-binding mediation in good faith, with a principal of each of the Parties present. If the Parties are still unable to come to a resolution within thirty (30) days of the external mediation, the Parties may agree to arbitrate the dispute in El Dorado County, or another jurisdiction upon mutual agreement by the Parties in dispute, before a retired California state or federal court judge under the Comprehensive Arbitration Rules of JAMS, rather than resorting to litigation.

18. Notice. All notices, requests, demands, or other communications (collectively "***Notice***") given to or by the Parties under this MOU shall be in writing and shall be deemed to have been duly given on the date of receipt if transmitted by email or personally served on the Party(ies) to whom Notice is to be given, or seventy-two (72) hours after mailing by United States mail first class, registered or certified mail, postage prepaid, addressed to the Party(ies) to whom Notice is to be given, at the applicable address set forth below:

To:	Monarch River Academy ATTN: Board President 3610 E. Ashlan Ave. Fresno, CA 93726 sam@theenglishlearnergroup.com	*To:*	Yosemite Valley Charter School ATTN: Board President 3610 E. Ashlan Ave. Fresno, CA 93726 ljarocki@hotmail.com
To:	Clarksville Charter School ATTN: Board President 4818 Golden Foothills Parkway #9 El Dorado Hills, CA 95762 emily95661@gmail.com	*To:*	Feather River Charter School ATTN: Board President 4305 South Meridian Road Meridian, CA 95957-9647 Dbrockmyer@hotmail.com
To:	Lake View Charter School ATTN: Board President 4672 County Road N Orland, CA 95963 Lindsay.mower@gmail.com		

19. Headings. The descriptive headings of the sections and/or paragraphs of this MOU are inserted for convenience only, are not part of this MOU, and do not in any way limit or amplify the terms or provisions of this MOU.

20. Entire Agreement. This MOU and all attachments, which are incorporated by reference constitute the entire agreement between the Parties with respect to the subject matter contained herein and supersedes all agreements, representations and understandings of the Parties with respect to such subject matter made or entered into prior to the date of this MOU and is a final, complete and exclusive statement of the terms of the MOU.

21. Amendments. This MOU may be amended by the mutual written consent of all Parties.

22. No Waiver. No waiver of any provision of this MOU shall constitute, or be deemed to constitute, a waiver of any other provision, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

23. Severability. If any provision of this MOU is invalid or contravenes California law, such provision shall be severed and deemed not to be a part of this MOU and shall not affect the validity or enforceability of its remaining provisions, unless such invalidity or unenforceability would defeat an essential purpose of this MOU.

24. Governing Law. This MOU shall be governed by and interpreted under California law.

25. Authority to Contract. Each Party warrants to the others that it has the authority to enter into this MOU, that it is a binding and enforceable obligation of said Party, and that the undersigned has been duly authorized to execute this MOU.

26. Counterparts. This MOU may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. A faxed, .pdf, or other electronic copy of the fully executed original version of this MOU shall have the same legal effect as an executed original for all purposes.

[Signature Page on Following Page]

IN WITNESS WHEREOF, the Parties execute this MOU as of the Effective Date above.

Monarch River Academy, a California nonprofit public benefit corporation By: _____ Name: _____ _____ Its: _____ Date: _____, 2021	Yosemite Valley Charter School, a California nonprofit public benefit corporation By: _____ Name: _____ _____ Its: _____ Date: _____, 2021
Feather River Charter School, a California nonprofit public benefit corporation By: _____ Name: _____ _____ Its: _____ Date: _____, 2021	Lake View Charter School, a California nonprofit public benefit corporation By: _____ Name: _____ _____ Its: _____ Date: _____, 2021
Clarksville Charter School, a California nonprofit public benefit corporation By: _____ Name: _____ _____ Its: _____ Date: _____, 2021	

ATTACHMENT A

Effective Date: July 1, 2021

This attachment is governed by and subject to the provisions of the Memorandum of Understanding regarding the provision of personnel Services, the terms of which are incorporated herein, between the Parties listed below. This Attachment A shall amend, replace and supersede any prior Attachment A between the Parties in their entirety.

DESCRIPTION OF SERVICES

Position	**Virtual Teacher**
Description of Services	Duties and responsibilities include, but are not limited, to: ● Providing direct and indirect instruction to Lessee students. ● Long and short-term planning addressing individual needs of students. ● Evaluating students' progress. ● Teaching an individualized approach per the Lessee's Charter Petition. ● Providing an inviting, exciting, and innovative learning environment to students. ● Serving as advisors to students. ● The Teacher provides an educational atmosphere where students have the opportunity to fulfill their potential for intellectual, emotional, and psychological growth. Teachers will use online and textbook resources to deliver content, but will also need to adapt, differentiate, and scaffold curriculum for students with different learning abilities. The teachers will organize and implement an instructional program that results in student academic success in accordance with state policies, standards, and law.

Position	**High School Virtual Programs Administrator**
Description of Services	Duties and responsibilities include, but are not limited, to: ● Implement High School programs: HSVA, Textbook and Edgenuity ● Oversee program development in participating regions ● Develop course descriptions, schedule and catalog ● Observe and evaluate teacher performance ● Respond to parent questions/concerns ● HST education regarding locally-based programs ● Assist HQTs with monitoring student compliance ● Work with student support and language services to create a plan to serve sub-groups & work with the SPED department to create a functioning plan to test SPED students

As detailed in Attachment C, the allocation of cost per school will be determined in one of two ways

Category 1: Allocation by Student Count Served Directly (e.g., fee charged to School on a per-student served basis)

Category 2: Allocation by percentage of Total Enrollment in HSVA program.

Each Party's Allocation shall be determined and reassessed at the following intervals:

1. First Assessment for Category 2 Personnel. The Parties shall determine the Allocation no later than July 1, based upon each Party's second principal apportionment report (P-2) for the prior school year and staffing.

2. Second Assessment for Category 2 Personnel Shared by Enrollment in the program. The Parties shall re-assess the Allocation no later than December 15, based upon each Party's HSVA enrollment as of that date, and any resulting adjustments shall be effective as of January 1.

ATTACHMENT B

SHARED PERSONNEL TRACKING

This tracking spreadsheet contains student information and is not attached. Spreadsheet has been presented to the board and is available to board members upon request.

ATTACHMENT C

Total Cost

This attachment is governed by and subject to the provisions of the Memorandum of Understanding regarding the provision of personnel Services, the terms of which are incorporated herein.

The attachment incorporates the estimated total cost of employees in the program employing Shared Personnel split by each respective category described in Attachment A (Category 1: Costs split based on students served and Category 2: Allocation by percentage of Total Enrollment in HSVA program.) This attachment is approved and effective as of the date of full execution of this MOU. The attachment delineates each Party's equitable share for each Shared Personnel.

CLARKSVILLE CHARTER SCHOOL:

Position	Shared Personnel Costs

FEATHER RIVER CHARTER SCHOOL:

Position	Shared Personnel Costs

LAKE VIEW CHARTER SCHOOL:

Position	Shared Personnel Costs

MONARCH RIVER ACADEMY:

Position	Shared Personnel Costs

YOSEMITE VALLEY CHARTER SCHOOL:

Position	Shared Personnel Costs

Coversheet

Services Agreement with Sequoia Grove Charter Alliance

Section: II. Finance
Item: F. Services Agreement with Sequoia Grove Charter Alliance
Purpose: Vote
Submitted by:
Related Material:
Feather River ADMINISTRATIVE SUPPORT SERVICES AGREEMENT.pdf

ADMINISTRATIVE SUPPORT SERVICES AGREEMENT

This Administrative Support Services Agreement ("**Agreement**") is entered into as of July 1, 2021 ("**Effective Date**") by and between Sequoia Grove Charter Alliance, a California nonprofit public benefit corporation ("**SGCA**") and Feather River Charter School, a California nonprofit public benefit corporation ("**School**"), each of which may be referred to herein as a "**Party**" or collectively as the "**Parties**", with respect to the following:

WHEREAS, SGCA formed to serve as a supporting organization pursuant to Internal Revenue Code Section 501(c)(3) by providing task-related administrative support services and goods to the public charter schools operated by its members, and under the supervision and ultimate decision-making authority of the governing body of its members.

WHEREAS, School is a member of SGCA pursuant to Corporations Code Section 5056 and the Bylaws of SGCA. School operates a California public charter school by the same name, Feather River Charter School, pursuant to a charter authorized by the Winship-Robbins Elementary School District for a term of five years from July 1, 2021 through June 30, 2026 ("**Charter**").

WHEREAS, School desires to contract with SGCA for administrative support services pursuant to the terms and conditions of this Agreement.

WHEREAS, the Parties acknowledge and intend that the terms of this Agreement shall at all times be consistent with the terms of the School's Charter, and that this Agreement provides for SGCA to deliver task-related services that are performed at the direction of the governing body of the School and for which the governing body of the School retains ultimate decision-making authority.

NOW, THEREFORE, in consideration of their mutual promises set forth in this Agreement, the Parties agree as follows:

1. Relationship of the Parties; Scope of Authority. SGCA will deliver task-related services and goods pursuant to this Agreement that are performed at the direction of the governing body of the School and for which the governing body of the School retains ultimate decision-making authority. The Parties understand and agree as follows:

a. The governing body of the School shall at all times retain its duty to exercise its statutory, contractual, and fiduciary responsibilities governing the operation of the School. The governing body of the School, and not SGCA, has fiduciary responsibility for the School. The governing body of the School is ultimately responsible for ensuring that the School adheres to all applicable law and is accountable to its authorizer pursuant to the Charter.

b. School shall at all times remain an independent, self-governing public body that shall comply with applicable laws, including but not limited to the California Brown Act, Public Records Act, Political Reform Act, and the provisions of Government Code section 1090, *et seq*.

c. To the extent not otherwise specified as a duty of SGCA pursuant to the scope of Services, all duties applicable to the proper operation of the School's public charter schools and maintenance of applicable academic standards shall remain the responsibility of School.

d. While SGCA may make recommendations to the governing body of the School

regarding any arrangements for legal services for School pursuant to the scope of Services, School and its governing body may hire legal counsel as School may deem appropriate and necessary.

e. SGCA will not be required to provide any service set forth in this Agreement to the extent that it is or becomes impracticable, in any material respect, as a result of a cause or causes outside SGCA's and/or School's reasonable control, would require SGCA or School to violate applicable law, or cause SGCA to be considered an "entity managing a charter school" pursuant to the Charter Schools Act.

f. SGCA will use, pursuant to the terms and conditions described in this Agreement, best efforts to provide all Services in a manner it believes to be in the best interests of School and with due care, in good faith, and in exchange for reasonable compensation taking into account that SGCA is a nonprofit that is exempt from income taxation pursuant to Internal Revenue Code Section 501(c)(3).

g. To the extent there are any conflicts between the terms of the School's Charter and the terms of this Agreement, the terms of the Charter shall control.

h. SGCA will not have the authority to enter into or bind the School in any contract or other obligation absent express written authority from School.

2. Independent Service Provider. The Parties acknowledge that School is a member of SGCA pursuant to California Corporations Code Section 5056. The relationship created by this Agreement is that of SGCA as a service provider to School, it does not create a partnership, joint venture, or employment relationship. Nothing in this Agreement shall confer upon any SGCA or School employee any rights or remedies, including any right to employment, as an employee of the other Party. The Parties agree as follows:

a. All SGCA employees providing services to School shall be and remain employed by SGCA and shall at all times be subject to the direction, supervision and control of SGCA. All School employees shall be and remain employed by School and shall at all times be subject to the direction, supervision and control of School.

b. School shall not have any right to terminate the employment of any SGCA employee providing services to the School. SGCA shall not have any right to terminate the employment of any School employee.

c. The Parties agree that SGCA shall not lease its employees to the School. School shall employ all of its personnel, including certificated personnel responsible for the delivery of instruction. School shall determine and manage compensation (salary and benefit) plans for its employees; provided, however, that School shall oversee and may consult with SGCA and SGCA will assist with providing payroll and related services pursuant to the scope of Services.

d. SGCA certifies that any of its employees who perform school-site services or transportation services for School, or who may have substantial contact with students at School as determined by School in its reasonable discretion, shall be screened in compliance with Education Code section 45125.1 and SGCA shall otherwise comply with that statute.

3. Services Provided by SGCA. During the term of this Agreement, SGCA shall provide to School the goods and services, including the staff necessary to provide the services, listed in Attachment A to this Agreement (the "**Services**"). SGCA is not obligated to devote all of its time or efforts to School, but shall devote the time, effort, and skill reasonably necessary to provide the Services to School. SGCA

reserves the right to subcontract with third parties for the provision of the Services. The Parties may mutually agree to modify the Services at any time by amending Attachment A in writing; provided, however, the Parties will also adjust the Annual Fee commensurately pursuant to Section 5, if necessary, and SGCA shall only deliver task-related services that are performed at the direction of the governing body of the School and for which the governing body of the School retains ultimate decision-making authority.

4. Term. The term of this Agreement shall commence on July 1, 2021 and continue through June 30, 2022 and shall automatically renew for consecutive one (1) year terms unless otherwise terminated pursuant to section 14, subject to any amendments to the Services or Annual Fee in accordance with Sections 3 and 5. This Agreement may be amended in accordance with Section 22 or terminated in accordance with Section 14.

5. Annual Fee. As compensation for the Services during the first year of the Term (the 2021- 22 fiscal year), School shall pay SGCA an annual fee of nine percent (9%) of the School's annual "**Revenue**" while the Parties determine SGCA's actual costs for performing such Services. For purposes of this Agreement, Revenue shall mean the amount received in the current fiscal year from the local control funding formula calculated pursuant to Education Code Section 42238.02 and implemented by Section 42238.3. Revenue shall not include charitable contributions made to the School, one-time or federal restricted grant funds such as PCSGP grants, or other federal funding programs.

a. The Annual Fee shall be paid by School to SGCA in twelve (12) monthly installments per fiscal year with each payment being due no later than the tenth (10^{th}) day of each month in which a payment is due.

b. At the end of each fiscal quarter and annually no later than June 30, SGCA shall reconcile its actual expenses to provide the Services to its four (4) members per quarter and in said year. In the event that the total revenue that SGCA receives exceeds its actual expenses, SGCA shall refund the school's proportionate share of said overpayment to School within thirty (30) days of the end of the fiscal year. In the event that the total amount of the Annual Fee paid by School for the subject year is less than the school's share of SGCA's actual expenses based on the third quarter financials, SGCA will request the governing board of the school to approve an additional payment by the end of the fiscal year.

c. The Annual Fee shall be reviewed and renegotiated by the SGCA and its members at the end of each fiscal year based on SGCA's projected annual costs to provide the Services for the coming fiscal year. In addition, any member or SGCA may propose at any time during the term adjustments to increase or decrease the Annual Fee, taking into account that SGCA is organized as a 501(c)(3) tax-exempt supporting organization. The SGCA and its members shall negotiate any such adjustments in good faith, and any adjustment of the Annual Fee shall be documented in writing approved by both Parties' governing bodies.

6. Costs. In addition to the Annual Fee, School shall reimburse SGCA for direct "pass through" costs and expenses, according to the pass through agreement, incurred in performing the Services specifically for School with prior approval of the school consistent with school fiscal policies and procedures, including, but not limited to: equipment, materials, or supplies purchased from third parties at the request of the School; platform subscription or license fees; filing or corporate fees; marketing communication, and development costs (e.g. print materials, postage for mailers, and costs of newspaper, radio, television, billboard or other broadcast

advertisements); and fees of other third parties consulted by SGCA at the request of the School. However, no pass-through costs will be owed for expenses that are built into SGCA's Annual Fee, including services

provided by subcontractors.

a. In the event that SGCA purchases equipment, materials, or supplies at the request of the School pursuant to this Agreement, SGCA shall be responsible for compliance with the procurement policies and processes approved by the governing body of the School and shall not include any mark-up, added fees or charges with the cost of equipment, materials, and supplies purchased from third parties. Any equipment, materials, or supplies that SGCA purchases on behalf of the School shall be and remain the property of the School.

b. Marketing, communication and development costs charged to School with prior approval shall be limited to those costs specific to the School's program, and shall not include any costs for the marketing of the Sequoia Grove Charter Alliance brand or development of SGCA goods, service or intellectual property.

c. All reimbursable costs of SGCA charged to School shall be itemized on SGCA invoices, with reference to specific dollar amounts and with backup documentation for such costs (e.g. copies of receipts or purchase orders).

7. Annual Notice. As a supporting organization for its members, SGCA shall, at least annually, provide School with a copy of its most recent Form 990, a description of the support, in services and otherwise, provided to its members, and its most current articles and bylaws, not later than the 5th day of the 5th month after the close of the year for which the Form 990 is filed.

8. Cooperation. School shall make available to SGCA, in a timely manner, all data, files, documents, and other information and records necessary or appropriate for SGCA to provide the Services under this Agreement. School staff, and the governing body of the School as necessary, shall work closely and cooperatively with SGCA to facilitate SGCA's effective performance and delivery of the Services.

9. Conflicts of Interest. The Parties recognize that it is important that School be assured that SGCA staff acts at all times with integrity. School has adopted a conflict of interest code under the California Political Reform Act. SGCA acknowledges that School may require certain SGCA staff to file annual financial interest disclosures as consultants under that code and abide by the disclosure and disqualification provisions of that act.

10. Intellectual Property. The intellectual property, including any work product, materials, products, inventions, works, and deliverables ("**Intellectual Property**"), developed or prepared by SGCA pursuant to this Agreement is and shall remain the exclusive property of SGCA. Similarly, any Intellectual Property owned by School, or another member of SGCA, and used by SGCA related to this Agreement is and shall remain the property of School, or the other member of SGCA. No Party shall have the right to grant a license, sublicense, or any other use or rights to the Intellectual Property of the other Party. Upon expiration or termination of this Agreement, the Intellectual Property of each Party in the possession of the other Party shall be returned and/or destroyed, as applicable.

11. Confidentiality. Each Party acknowledges that during the term of this Agreement, it will have access to certain Confidential Information of the other Party, as defined below. Each Party shall maintain and enforce reasonable administrative, technical, and physical safeguards to reasonably protect the confidentiality of the other Party's Confidential Information.

a. "**Confidential Information**" means non-public information marked either "confidential" or "proprietary," or that otherwise should be understood by a reasonable person to be confidential in nature. Confidential Information does not include any information which (i) is

rightfully known to the recipient prior to its disclosure; (ii) is released to any other person or entity (including governmental agencies) without restriction; (iii) is independently developed by the recipient without use of or reliance on Confidential Information; (iv) is or later becomes publicly available without violation of this Agreement or may be lawfully obtained by a Party from a non-party; or (v) which is a public record
under California law.

b. If disclosure of Confidential Information is requested pursuant to law, statute, rule or regulation (including a subpoena, a request made to School under the California Public Records Act, or other similar form of process), the Party to which the request for disclosure is made shall (other than in connection with routine supervisory examinations by regulatory authorities with jurisdiction and without breaching any legal or regulatory requirement) provide the other Party with prior prompt written notice thereof to the extent practicable, and if practicable under the circumstances, shall allow the other Party to seek a restraining order or other appropriate relief.

c. The Parties understand and acknowledge that School's financial, educational, and student records are School property and may be subject to the California Public Records Act. SGCA shall make all School records physically or electronically available to School, upon School's request.

d. The finance and other records of the School maintained by SGCA shall be made available to the School's independent auditor upon request.

e. Upon the termination or expiration of this Agreement, Confidential Information of each Party in the possession of the other Party shall be returned and/or destroyed.

12. Student Information. The Parties will each comply with the federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) ("**FERPA**"), federal Children's Online Privacy and Protection Act (15 U.S.C. §§ 6501–6506) ("**COPPA**"), and other applicable state and federal laws pertaining to student information and privacy. SGCA is a "third party" which may receive pupil records under California Education Code Section 49073.1(d)(6).

a. SGCA shall be designated as having a legitimate educational interest in accessing School's student education records, as that term is defined by and for purposes of FERPA, thereby allowing SGCA to access personally identifiable information from student education records from School in order to provide its services. For purposes of this Agreement, the term "personally identifiable information" ("PII") means any information that can be used on its own or with other information to (i) distinguish one person from another, (ii) identify, contact, or locate a single person, or (iii) de-anonymize anonymous data.

b. SGCA shall not use or disclose pupil records, including personally identifiable information, received from or on behalf of School except as necessary to provide the Services, as

required by law, or as otherwise authorized in writing by School. SGCA shall protect the pupil records it receives from or on behalf of School in full compliance with state and federal law. SGCA will designate and train responsible individuals to ensure the security and confidentiality of pupil records. SGCA shall develop, implement, maintain and use reasonable administrative, technical and physical security measures to preserve the confidentiality and availability of all electronically transmitted pupil records received from or on behalf of School. In the event of an unauthorized disclosure of PII, SGCA shall notify School as soon as practicable, and shall, upon School's request, notify affected parents, legal guardians and eligible pupils using reasonably available

technological means such as electronic mail.

c. SGCA shall not use PII in pupil records to engage in targeted advertising contrary to California law.

d. Within 60 days of the termination or expiration of this Agreement, SGCA shall certify in writing that protected student information in the possession of SGCA shall be returned and/or destroyed.

13. Insurance.

a. School shall maintain customary and reasonable insurance coverage, including professional liability for errors or omissions and/or directors and officers coverages, comprehensive general liability coverage, and automobile liability coverage. School shall name SGCA as an additional insured under all School's policies.

b. SGCA shall maintain customary and reasonable insurance coverage, including professional liability for errors or omissions and/or directors and officers coverages, comprehensive general liability coverage, and automobile liability coverage. SGCA shall name School as an additional insured under all SGCA's policies.

c. Each Party shall be responsible for obtaining and maintaining workers' compensation coverage and unemployment insurance for its employees.

d. The Parties' insurance coverages shall take into consideration that staff at the School are employees of the School, and not employees of SGCA.

14. Termination.

a. Either Party may terminate this Agreement without cause or a financial penalty upon at least sixty (60) days' written notice to the other Party, and such termination shall be

effective as of the end of the then-current school year to minimize disruptions to the School's operations and the other members of SGCA.

b. Either Party may terminate this Agreement for breach of a material term or condition of this Agreement upon sixty (60) days' written notice to the other Party. Such written notice shall identify the breach and provide thirty (30) days for the other Party to cure.

c. In the event that any new enactment, repeal, or change of any federal, state, or local law, regulation, or court or administrative decision or order materially affects the performance of the Parties in conformity with this Agreement, the Parties shall promptly commence negotiations in good faith regarding a mutually agreeable approach (including without limitation, an amendment to the Agreement) to address the changes. If, despite such good faith negotiations, the Parties are unable to agree upon an acceptable approach, then either Party may elect to terminate the Agreement without further obligation or liability to the other, by delivering written notice of termination to the other at least ninety (90) days in advance of the effective date of such termination, or in such lesser time as is reasonable under the circumstances.

d. In the event of termination for any reason, the following conditions shall apply:

i. School shall pay SGCA any due and unpaid portion of the Annual Fee and costs for Services performed by SGCA through the effective date of termination.

ii. SGCA shall provide reasonable assistance to School to transition to another service provider, during which time School shall reimburse SGCA for all reasonable expenses incurred by SGCA in providing such transition assistance.

iii. SGCA shall work with schools to assign any equipment, vehicle or facility leases used solely by or for the benefit of or use by School.

iv. As soon as practicable, SGCA shall return to School and destroy all student-related, fiscal, human resources data, and all other records of School maintained by SGCA, whether held in electronic or physical form. SGCA shall additionally: complete a full data migration of the School's data and records in a disaggregated and accessible/usable format; migrate Google accounts from current domain to a new domain, if applicable; configure new G-Suite domains, if applicable; any transfer any ownership rights in the School's Intellectual Property, including domain name(s), website (including information on and from the website), logos, mascots, etc.

15. Liability. Each Party shall remain and be responsible for its own debts and obligations. Nothing in this Agreement shall be construed as imposing on a Party any liability arising out of the operations of the other Party, except as such liability may result from the performance of the first Party's obligations under this Agreement.

16. Indemnification. The Parties shall defend, indemnify, and hold each other, their employees, officers, directors, and agents, free and harmless against any liability, loss, claims, demands, damages, expenses, and costs (including attorneys' fees, expert witness fees, and other costs of litigation or other proceedings) of every kind or nature arising in any manner out of the performance of their obligations under this Agreement, except for such loss or damage caused solely by the negligence or willful misconduct of the other Party.

17. Fiduciary Obligations. The governing bodies for both Parties have reviewed the scope of Services and compensation provided in this Agreement in good faith, and in a manner in which they

believe to be in the best interests of their respective organizations, and with such care, including reasonable inquiry, as an ordinary prudent person in a like position would use under similar circumstances, and have determined that the Services contained herein are in the best interests of their respective organizations, and that the compensation to be paid is fair and reasonable.

18. Assignment. No Party shall assign this Agreement, any interest in this Agreement, or its rights or obligations under this Agreement without the express prior written consent of the other Party. This Agreement shall be binding on, and shall inure to the benefit of, the Parties and their respective permitted successors and assigns.

19. Dispute Resolution. If a dispute arises out of, or in connection with this Agreement, and the Parties do not resolve some or all of the dispute through negotiation, then the Parties agree to attempt to resolve the matter through mediation prior to the filing of any litigation. Following negotiations, either Party may submit a notice of intent to mediate. This notice shall be in writing and shall specify the issue(s) in dispute. The Parties agree to jointly select a mediator. Each Party

shall be responsible for its own costs and expenses related to participation in mediation. Each Party shall cooperate fully and fairly with the mediator and shall attempt to reach a mutually satisfactory compromise of the matter in dispute.

20. Notice. All notices, requests, demands, or other communications (collectively "Notice") given to or by the Parties under this Agreement shall be in writing and shall be deemed to have been duly given on the date of receipt if transmitted by email or personally served on the Party to whom Notice is to be given, or seventy-two (72) hours after mailing by United States mail first class, registered or certified mail, postage prepaid, addressed to the Party to whom Notice is to be given, at such Party's address set forth below:

To SGCA:

Sequoia Grove Charter Alliance
8950 Cal Center Drive, Ste. 110
Sacramento, CA 95826

To School:

Feather River Charter School
4305 South Meridian Road
Meridian, CA 95957

21. Headings. The descriptive headings of the sections and/or paragraphs of this Agreement are inserted for convenience only, are not part of this Agreement, and do not in any way limit or amplify the terms or provisions of this Agreement.

22. Amendments. No supplement, modification, or amendment of this Agreement shall be binding unless in writing and executed by both Parties. The Parties anticipate additional and/or revised services to be provided through amendments to Attachment A and commensurate adjustment of the Annual Fee, if necessary. Such amendments may be negotiated directly by staff of School and SGCA at any time, and shall be brought to the governing body of each Party to approve~~,~~ if necessary.

23. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained herein and supersedes all agreements, representations and understandings of the Parties with respect to such subject matter made or entered into prior to the date of this Agreement. If School seeks to enter into a lease, promissory notes or other negotiable instruments, other agreement, or to enter into a lease-purchase agreement or other financing relationships with SGCA, such agreements shall be separate documents and not be incorporated into this Agreement or any amendments thereto. Such agreements shall be consistent with the School's authority to terminate SGCA and continue operation of the School.

24. Arm's Length and Independent Counsel. This Agreement has been negotiated at arm's length and between persons (or their representatives) sophisticated and knowledgeable in the subjects in this Agreement. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities against the Party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to affect the purpose of the Parties and this Agreement. Each Party has been advised by, or had opportunity to seek advice from, its independent counsel regarding this Agreement.

25. No Waiver. No waiver of any provision of this Agreement shall constitute, or be deemed to constitute, a waiver of any other provision, nor shall any waiver constitute a continuing waiver. No waiver

shall be binding unless executed in writing by the Party making the waiver.

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

27. Governing Law. This Agreement shall be governed by and interpreted under California law.

28. Authority to Contract. Each Party warrants to the other that it has the authority to enter into this Agreement, that it is a binding and enforceable obligation of said Party, and that the undersigned has been duly authorized to execute this Agreement.

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

IN WITNESS WHEREOF, the Parties execute this Agreement as of the Effective Date above.

Sequoia Grove Charter Alliance,
a California nonprofit public benefit corporation

By:
Name:
Its:
Date: , 2021

Feather River Charter School,
a California nonprofit public benefit corporation

By:
Name:
Its:
Date: , 2021

ATTACHMENT A
DESCRIPTION OF SGCA SERVICES

Description of Services
Enrollment: School Pathways, Compliance, CALPADS, SAA, Reg Online, Live Registration Support, Reporting and analysis, Attendance data reports, maintain accurate data for staff, Collaborates on State and Federal Reporting
Records: Withdrawals, Transcripts, Work Permits, Diplomas, Cumulative Files, SPED Records, Military Security Clearance Forms
Accountability & Compliance: Verifies & Audits Attendance Logs, Work Samples, Household Data Collection Forms, Prepares all documents for Annual Audit Guide, State Attendance Reports, SIS support to staff and families,
Tech Services: Contract with Charter Tech Services- Google Suite, Domain Maintenance, Google Admin Console, Firewalls, Technical Support, Phone Services, Internet Service, Software Licensing, Technology Bulk Pricing, Support, Order Fulfillment, Student & Staff Tech Equipment Order Fulfillment, Returns, and Repairs, Accounting and inventory of all Tech assets, Website support, etc..
Procurement: Ordering System, Order Processing, Curriculum Ordering, Bulk Purchases, Invoice Allocations, Invoicing, Groups Licensing & Group Enrollment, coordinate subscriptions ordered through the OPS system, Process and check all enrichment orders, Provide customer phone support, Audit accounts and make sure funds are correct. All procurement and curriculum support is subject to school policy and prior approval by school.
Mobile Lending Library: Hub Lease, Van Purchase, Driver, Inventory Oversight, Restitution process
Field Trips/Events: Maintain Field Trip Ordering System, Process all Field Trip Requests, Coordinate insurance, Assist with bulk orders. Support schools with staff and student events as requested. Support schools with fundraising events, the proceeds from which shall remain with the schools.
Community Partners: Relations, Invoicing & Onboarding, Enrichment Certificate reconciliation/adjustments, Maintain vendor supporting document including insurance and W-9s
Business: MOU Calculations, Divvy Card Users, Payroll Master Compilation: Stipend Forms, Submission, Tax Account Set Up AP Invoice. Processing: Smartsheet Administration, Invoice Routing, Audit Compliance
HR: Clocking, Contracts, Credentialing, Employment Verification, Compliance Training, Onboarding. Sequoia Grove will not make hiring/firing/evaluation decisions on behalf of the school.
Insurance: Procure and maintain Insurance Coverage: Events, Facilities, Board & Officers, Retirement Program Administration, Medical Benefits
Facilities: Lease Agreement, Business License, Alarms, Security, Pest Control, Emergency Handbook, Facilities Repairs

Coversheet

Stipends Charts

Section: II. Finance
Item: G. Stipends Charts
Purpose: Vote
Submitted by:
Related Material: 21-22 Stipend Info_0621.pdf

Extra Duty Stipend Title	Stipend Amount	Stipend Description Uploaded
Academic Decathlon Teacher	$ 2,500	Teacher selected will lead students in our school's academic decathlon program.
Adventure Academy Academic Elective Course Teacher (1 day/week)	$300/4 week session	Teachers selected will develop course content around approriate grade level standards, provide direct instruction, ongoing parent/student support, and evaluate student work as needed.
Adventure Academy Academic Elective Course Teacher (2 days/week)	$600/4 week session	Teachers selected will develop course content around approriate grade level standards, provide direct instruction, ongoing parent/student support, and evaluate student work as needed.
California Healthy Youth Act Coach	$ 2,500	Teacher selected will support the CHYA program and hold office hours for students.
Director Benefits	$300/month	Phone and auto assistance due to increased responsibilites of top level Director-level positions
Diversity and Inclusion Advisor	$ 3,500	Teacher selected will advise across school departments to support diversity and inclusion in our schools.
ELPAC Testing Stipend	$250 - $750	Teachers selected will assist with ELPAC testing. Stipend determined by number of students tested.
Extended School Year (ESY)	$ 3,500	Special education teachers selected to provide an extra 20 days of special education services from the end of the academic school year to approximately July.
Extra Student Stipend	$100/month/student over base roster	Teachers approved may serve additional students beyond their base roster size.
High School Elective Class Teacher (min 15 students) 1 day/week	$1500/semester	Teachers selected will teach a high school elective course that is in school's course catalog one day per week within an online platform.
High School Elective Class Teacher (min 15 students) 2 days/week	$2500/semester	Teachers selected will teach a high school elective course that is in school's course catalog two days per week within an online platform.
Military Cadet Core Teacher	$5000/semester	Teacher selected will teach high school Military course (two days per week) and a course for the Adventure Academy (one day per week). Lead in-person drill activity (one day per month) and attend all California Cadet Corps training, including in-person camp in July (one week). Coordinate with military personnel as needed to promote the program.
National Honor Society/National Junior Honor Society Advisor	$ 1,000	Teacher selected will partner with NHS/NHJS to support program for students who qualify or will qualify for program.
New Teacher Mentor	$500/teacher/semester	Teachers selected will serve as mentors to new teachers.
Prospective Family Outreach	$300/semester	Teachers selected will communicate with new and prospective families and assist with virtual information sessions.
Special Projects	$250-$1500 depending on project time/duties	Teacher selected to lead a special project identified by the Executive Director as an essential project not listed on stipend sheet that does not fit within the approved job descriptions.
WASC Self-Study Lead	$ 2,500	Teacher selected will coordinate all areas of the WASC self-study. Facilitate staff input, training on the WASC visitation process, and manage the documentation of each of the self-study areas. Project manage the writing of each of the areas and the identification of goals based on input and feedback from parent and employee stakeholders. Upon completion of a self-study, this lead will also check in on the goals agreed upon by the school and the committee to assure that they are driving our decision-making processes.
WASC Accountability Assistant (per school)	$ 500	Teacher selected will work with the WASC Self-Study Lead to assure that actions to achieve goals are being planned and met. Keeps WASC Lead up-to-date on goal progress, and assists with tracking that progress.

**all stipends listed are per school year unless otherwise noted*

Coversheet

Executive Director Salary

Section: II. Finance
Item: H. Executive Director Salary
Purpose: Vote
Submitted by:
Related Material: Comparisons ED Salaries.pdf
21_22 ED_FR_0621.pdf

Comparisons of Superintendent / Executive Director Salaries

Comparisons									
Name	**Location**	**# of Schools**	**Enrollment**	**type**	**# Days/Grades**	**Position**	**Current Base Salary**	**Percs/benefits**	**Advanced Degree Stipends**
Yuba River Charter School	Grass Valley	1	312	Non-classroom/classroom	210/K-8	Executive Director	$96,833.00	H/W-9000	
Harvest Ridge	Newcastle	1	163	Non-classroom	220 K-8	Ed/Principal	107,274	$8,400 H/W, mileage, ACSA	DR-2500
Placer Academy	Rocklin	1	384	classroom-based	220 K-8	Ed/Principal	110,274	8400 H/W	MA-$2500, DR $500
Chicago Park	Chicago Park	1	180	classroom-based	225 K-8	Superintendent	120,000	$8400 H/W, Mileage, ACSA	
Creekside	Squaw Valley	2	160	Non-classroom	225 K-12	ED/Principal	123,000	mileage, full benefits	Dr- 2500
Inspire Arts and Sciences	Chico	1	480	non-classroom	12 months 9-12	Superintendent/Principal	129,158	$500.00 longevity, full H&W	MA-1,201
South Sutter	Sacramento	1	2,000	non-classroom	215/K-12	Executive Director	130,000		
Forest Charter	Grass Valley	1+RSP centers	880	Non-classroom	220/K-12	Executive Director	$150,258.94	H/W-$8,760	None
Bay Area Tech	Oakland	1	310	classroom-based	220/ 6-12	Superintendent	153,000	$8,400-Health, phone,ACSA	Dr- 1,800
Cottonwood	El Dorado CO	1	1000+	Non-classroom	12 months K-12	Superintendent/Principal	175,000	full benefits	500-MA, 5,000- DR
Sequoia Grove (Winship/Lakeview)	Sutter/Glenn CO	2	565	Non-classroom	225. K-12	Executive Director	$175,000	100%	500-MA, 5000-DR
Sequoia Grove (Feather River/Clarksville)	Sutter/El Dorado CO	2	2,200	Non-classroom	225 K-12	Executive Director	$175,000	100%	500-MA, 5000-DR
Key Academy	Hayward	2	559	classroom-based	225 K-8	Executive Director	175,000	full benefits	DR- 1,800
Horizon CS	Lincoln	1	2000	non-classroom	222/ k-12	superintendent	207,688	500/month-car, 16,000, phone,acsa	$1800-DR
Gateway Community Charters	McClelland Park	9	4,700	both	225	Superintendent/CEO	219,000		
Visions in Education	Sacramento	10	7,200	non-classroom	225/ 9-12	Superintendent	268,444	100%, Car, Phone	
Name	Location	# of Schools	Enrollment	type	# Days/Grades	Position	Current Base Salary	Percs/benefits	Advanced Degree Stipends

Feather River Charter School

Salary Schedule

Executive Director

225 Days*

Steps	Annual
1	$175,000
2	$177,500
3	$180,000
4	$182,500
5	$185,000
6	$187,500
7	$190,000
8	$195,000
9	$197,500
10	$200,000

Contract Stipends	
Car/Phone Benefit	$700/mo

Educational Stipends	
Masters Degree	$500
Doctorate Degree (conferred, transcripts required)	$5,000

Only one educational stipend will be paid per employee. The higher of the qualified stipends will be paid. All educational stipends require proof

Executive Director is a shared position between schools

*Annual salary is based on the minimum number of work days. The work day listed for each position is a minimum number of work days, and team members may need to work additional days beyond the work calendar

Annual salary advancements for longevity are not guaranteed and are subject to the school's operational needs and/or budget approved by the School Board

Coversheet

Resolution to Change Email Addresses and Other Contact Information on all Policies and Documents

Section: III. Operations
Item: A. Resolution to Change Email Addresses and Other Contact Information on all Policies and Documents
Purpose: Vote
Submitted by:
Related Material: Board Resolution - Updates North Schools-Feather River.pdf

BACKGROUND:
The purpose of this resolution is to approve the adjustments to the Physical Address, Email Addresses, Phone Numbers, Fax Numbers, Logos, and Any Other Items Due to the Adjustment and Transition with the New Charter Services Organization.

RECOMMENDATION:
Recommended for Board approval.

Feather River Charter School

BOARD RESOLUTION 2021

Adoption of Feather River Charter School Approving the Adjustments to the Physical Address, Email Addresses, Phone Numbers, Fax Numbers, Logos, and Any Other Items Due to the Adjustment and Transition with the New Charter Services Organization.

WHEREAS, Feather River Charter School, the School, previously had a contract with Provenance, DBA ThinkSuite, whose contracted services included information technology, website, and facilities support.

WHEREAS, the School voted on February 23, 2021 to sever the contract with Provenance, DBA ThinkSuite, with the last date of service on June 30, 2021.

WHEREAS, the School voted on January 26, 2021 to contract with Sequoia Grove Charter Alliance, whose contracted services included information technology, website, and facilities support.

NOW, THEREFORE BE IT RESOLVED:

1. The School grants permission for the Executive Director to make adjustments to the physical address, email addresses, phone numbers, fax numbers, logos, and any other items due to the adjustment and transition with the new Charter Services Organization: Sequoia Grove Charter Alliance.

2. The School grants permission for all charter school documents, school policies, school websites, corporate filings documents, and any other documents to be updated as needed due to any adjustments made to the physical address, email addresses, phone numbers, fax numbers, logos, and any other items due to the adjustment and transition with the new Charter Services Organization: Sequoia Grove Charter Alliance.

SECRETARY'S CERTIFICATE

I, _____, Secretary of the Board of Directors of Feather River Charter School, a California nonprofit public benefit corporation, County of Sutter, California, hereby certify as follows:

The attached is a full, true, and correct copy of the resolutions duly adopted at a meeting of the Board of Directors of Feather River Charter School which was duly and regularly held on June 15, 2021, at which meeting all of the members of the Board of Directors had due notice and at which a quorum thereof was present; and at such meeting such resolutions were adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

I have carefully compared the same with the original minutes of such meeting on file and of record in my office; the attached resolution is a full, true, and correct copy of the original resolution adopted at such meeting and entered in such minutes; and such resolution has not been amended, modified, or rescinded since the date of its adoption, and the same is now in full force and effect.

WITNESS my hand on _____, 2021.

_____
Secretary of the Board of Directors of
Feather River Charter School

Coversheet

Conflict Waiver for Representation of Sequoia Grove Charter Alliance

Section: III. Operations
Item: B. Conflict Waiver for Representation of Sequoia Grove Charter Alliance
Purpose: Vote
Submitted by:
Related Material: Conflict Waiver for Sequoia Grove and Schools.pdf

BACKGROUND:
Procopio represents both Sequoia Grove Charter Alliance (SGCA) and Clarksville Charter School, Feather River Charter School, Lake View Charter School and Winship Community School (the Four Schools). The Conflict Waiver for Representation of Sequoia Grove Charter Alliance contains Informed Consent and Waiver with Regard to Conflicts of Interest between the Four Schools and SGCA. It describes:

- potential, but currently unforeseen risks of joint representation
- communication/attorney-client privilege in the event of a dispute
- legal representation in the event of a dispute
- Informed Consent and Waiver to be signed by Four Schools and SGCA

RECOMMENDATION:
Recommended for Board approval.

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SAN DIEGO
DEL MAR HEIGHTS
SILICON VALLEY
ORANGE COUNTY
LAS VEGAS
PHOENIX

May 26, 2021

CONFIDENTIAL / ATTORNEY-CLIENT PRIVILEGED

Board of Directors
Sequoia Grove Charter Alliance
c/o Jason Baldwin, Board Chair
4305 S. Meridian Road
Meridian, CA 95957

Board of Directors
Feather River Charter School
c/o Jenell Sherman, Executive Director
4305 S. Meridian Road
Meridian, CA 95957

Board of Directors
Clarksville Charter School
c/o Jenell Sherman, Executive Director
4818 Golden Foothills Parkway #9
El Dorado Hills, CA 95762

Board of Directors
Lake View Charter School
c/o Julie Haycock, Executive Director
4672 County Road N
Orland, CA 95963

Board of Directors
Winship Community School
c/o Julie Haycock, Executive Director
1740 E. Huntington Dr. #205
Duarte, CA 91010

Re: Informed Consent and Waiver with Regard to Conflicts of Interest

Dear Board Members:

Procopio, Cory, Hargreaves & Savitch, LLP (the "Firm") currently provides legal counsel to Feather River Charter School, Clarksville Charter School, Lake View Charter School and Winship Community School (collectively, the "Schools"), including to assist with the formation and operation of Sequoia Grove Charter Alliance ("Sequoia Grove"). We understand that the Schools currently provide shared services and resources to each other, including shared staff resources, and that many administrative tasks and resources will be undertaken by Sequoia Grove and performed by Sequoia Grove and its staff pursuant to services agreements with the Schools. Each of the Schools serves as a corporate member of Sequoia Grove, with the authority to designate a representative on Sequoia Grove's governing board, to approve Sequoia Grove's chief administrator, and to oversee Sequoia Grove's services to the Schools.

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We have been asked to represent Sequoia Grove with respect to its operations, such as to develop employment contracts for staff hired by Sequoia Grove who would ultimately perform the administrative tasks that support the Schools, to develop the agreements by which Sequoia Grove would provide administrative tasks and resources to the Schools and other agreements between the Schools and Sequoia Grove, and to assist with Sequoia Grove's ongoing operations.

Our joint and continued representation of the Schools and Sequoia Grove may create certain conflicts of interest, in that the interests and objectives of each client individually on certain issues may become inconsistent with the interests and objectives of the others. The joint representation of multiple clients may result in economic and/or tactical advantages. However, you should be aware that multiple representation also involves significant risks. First, it may result in divided, or at least shared, attorney-client loyalties. It may also limit the lawyer's ability to recommend or advocate all possible positions that each client might take because of the lawyer's duty of loyalty to the other clients. Also, the lawyer might not be able to offer alternatives that would otherwise be available to each of the clients absent the joint representation.

Although we are not currently aware of any actual or reasonably foreseeable adverse effects of such divided or shared loyalty, it is possible that issues may arise as to which our representation of any of you individually may be materially limited by our representation of all of you. As an example, Sequoia Grove may seek to hire employees of the Schools pursuant to the terms and conditions of the employment contracts we would develop and, in turn, the services and support that Sequoia Grove provides to the Schools pursuant to the services agreement would be based, in part, by those hired employees and the terms of their employment. The interests of the Schools, individually or collectively, may potentially or actually conflict with the interests of Sequoia Grove in developing the employment contracts or services agreements, resulting in our divided or shared loyalty.

Furthermore, because we will be jointly retained by each of you, in the event of a dispute among you, the attorney-client privilege generally will not protect communications that have taken place between each of you and attorneys in our firm. Moreover, pursuant to this joint client arrangement, anything any of you discloses to us may be disclosed by us to the others. You may not communicate to us any information which you do not wish to be communicated to any other client whom we are representing pursuant to this arrangement.

In the event of a dispute or conflict between the Schools and Sequoia Grove, there is a risk that we may be disqualified from representing you absent written consent from you at that time. We anticipate that if such a conflict or dispute were to arise, we would continue to represent the Schools, notwithstanding any adversity between you. Accordingly, we are asking that you consent to our continued and future representation of the Schools and agree not to assert any conflict of interest or seek to disqualify us from representing the Schools, notwithstanding any adversity that may develop. By signing and returning to us the agreement and consent set forth at the end of this letter, you are consenting to such arrangement and are waiving any conflicts regarding that arrangement. Notwithstanding such waiver and consent, depending on the circumstances, there remains some degree of risk that we could be disqualified from representing any of you in the event of a dispute.

As attorneys, we are governed by specific rules relating to our representation of clients when actual or potential conflicts of interest exist, or where there is a significant risk that our representation of each of you may be materially limited by our duties to other clients we are representing in the

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engagement. In particular, Rule 1.7 of the Rules of Professional Conduct of the State Bar of California provides in relevant part:

(a) A lawyer shall not, without informed written consent from each client and compliance with paragraph (d), represent a client if the representation is directly adverse to another client in the same or separate matter.

(b) A lawyer shall not, without informed written consent from each affected client and compliance with paragraph (d), represent a client if there is a significant risk the lawyer's representation of the client will be materially limited by the lawyer's responsibilities to or relationships with another client, a former client, a third person or by the lawyer's own interests.

***

(d) Representation is permitted under this rule only if the lawyer complies with paragraphs (a) [and] (b) ..., and:

(1) the lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client;

(2) the representation is not prohibited by law; and

(3) the representation does not involve the assertion of a claim by one client against another client represented by the lawyer in this same litigation or proceeding before a tribunal.

(e) For purposes of this rule, "matter" includes any judicial or other proceeding, application, request for a ruling or other determination, contract, transaction, claim, controversy, investigation, charge, accusation, arrest or other deliberation, decision or action that is focused on the interests of specific persons, or a discrete and identifiable class of persons.

Under the Rules of Professional Conduct, "Informed consent" means a person's agreement to a proposed course of conduct after the lawyer has communicated and explained (i) the relevant circumstances and (ii) the material risks, including any actual or reasonably foreseeable adverse consequences of the proposed course of conduct. "Informed written consent" means that the disclosure and the consent required must be in writing.

Notwithstanding these risks, you have advised us that in this matter at the present time you do not desire to seek other counsel but instead you desire that we represent your multiple interests. Because the interests of any one of you may become inconsistent with the interests of the others, under the ethical standards discussed above, we are required to bring this matter to your attention and to obtain your consent before representing you in this matter.

Accordingly, we request that you signify your informed written consent to this representation by signing this letter below. We encourage you to seek independent counsel regarding the import of this consent, if you so desire, and we emphasize that you remain completely free to seek independent counsel at any time even if you decide to sign the consent set forth below. If these conditions are

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acceptable, please sign where indicated below and return a copy to me. If you have any questions, please contact me. Thank you very much for your cooperation.

Sincerely,

Kevin M. Davis

INFORMED CONSENT AND WAIVER

Procopio, Cory, Hargreaves & Savitch LLP has explained to each of the undersigned that there exist potential conflicts of interest in the joint representation of the undersigned in connection with the above-described matter and has informed each of the undersigned of the possible consequences of such.

Each of the undersigned will immediately notify Procopio, Cory, Hargreaves & Savitch LLP in writing if you believe any issues arise where your interests diverge with the other clients listed below and a conflict may exist.

Each of the undersigned understands that it has the right to, and has been encouraged to, consult with independent counsel before signing this agreement.

Each of the undersigned consents to the joint representation of the undersigned by Procopio, Cory, Hargreaves & Savitch LLP on the terms outlined above.

Dated: _____ **SEQUOIA GROVE CHARTER ALLIANCE**

By: _____
Its: _____
Print Name: _____

Dated: _____ **FEATHER RIVER CHARTER SCHOOL**

By: _____
Its: _____
Print Name: _____

[Signatures Continued on the Next Page.]

Procopio

Dated: _____

CLARKSVILLE CHARTER SCHOOL

By: _____
Its: _____
Print Name: _____

Dated: _____

LAKE VIEW CHARTER SCHOOL

By: _____
Its: _____
Print Name: _____

Dated: _____

WINSHIP COMMUNITY SCHOOL

By: _____
Its: _____
Print Name: _____

Coversheet

Operational Memorandum of Understanding with Winship Robbins Elementary School District

Section: III. Operations
Item: C. Operational Memorandum of Understanding with Winship Robbins Elementary School District
Purpose: Vote
Submitted by:
Related Material: Feather River 2021-2026 Operational MOU.pdf

OPERATIONAL MEMORANDUM OF UNDERSTANDING BETWEEN WINSHIP-ROBBINS ELEMENTARY SCHOOL DISTRICT AND FEATHER RIVER CHARTER SCHOOL

This Operational Memorandum of Understanding ("Agreement") is entered into between the Winship-Robbins Elementary School District ("District") and Feather River Charter School ("Non-Profit"), a California non-profit public benefit corporation, operating Feather River Charter School ("Charter School"), a public charter school chartered by the District. The District and the Non-Profit are collectively referred to as the "Parties." This Agreement shall be enforceable only following execution by both Parties and ratification or approval by the governing boards of each of the Parties.

RECITALS

A. The District is the granting agency of the Charter School. The District granted the Charter School's charter ("Charter") on March 10, 2021, for a term of five years, beginning on July 1, 2021 and expiring June 30, 2026. The Charter School is operated by the Non-Profit.

B. By approving the Charter, the District assumed certain oversight responsibilities of the Charter School pursuant to the California Charter Schools Act (Cal. Ed. Code, § 47600 et seq.). This Agreement is intended to outline the Parties' agreements governing their respective fiscal and administrative responsibilities, their legal relationship, and other matters of mutual interest not otherwise addressed or resolved in the terms of the Charter School's Charter.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein set forth, the Non-Profit and the District do hereby agree as follows:

1. Use of Terms. Unless otherwise stated, for the purposes of this Agreement, the terms Charter School and Non-Profit may be used interchangeably, with the duties and responsibilities of the Charter School and Non-Profit being the same under this Agreement.

2. Term and Renewal. This Agreement is effective July 1, 2021, and shall expire upon expiration of the Charter's School's Charter on June 30, 2026. If the Charter School's Charter is revoked or the Charter School ceases operations prior to the expiration of the term of the Agreement, the Agreement shall immediately terminate. The Agreement is also subject to termination in accordance with the processes as set forth in this Agreement or as otherwise permitted by law.

Requests for renewal of the Charter shall be submitted no later than April 1st during the final year of the current Charter term. Renewal or extension of the Charter and this Agreement shall be based, in part, on compliance with the terms set forth in this Agreement, District policy, and applicable law.

3. Designation of School; Grade Levels.

(a) The Charter School shall be known as Feather River Charter School. The Charter School may not change its name, nor operate under any other name, without the prior express written approval of the District. The Non-Profit shall be responsible for all functions of the Charter School pursuant to the terms and conditions set forth in this Agreement and its Charter. The Charter School shall not be located at more than one school site without the prior express written approval of the District. The Charter School shall not change locations without the prior express written approval of the District.

(b) The Charter School is authorized to serve students in transitional kindergarten through twelfth (12th) grades and may serve any of these grades in each year for which the Charter has been authorized.

(c) The duly authorized representatives of the Charter School is the Charter School Administrator or designee and the Board of Directors of the Charter School. The duly authorized representatives of the District are the Superintendent or designee and the District's Board of Education.

4. School Accountability.

(a) Annual LCAP. The Charter School shall comply with Education Code section 47606.5, as that statute may be amended from time to time, as well as its implementing regulations, if any. The Charter School's Local Control and Accountability Plan ("LCAP"), and annual updates thereto as required by law, shall be annually provided to the District and the Sutter County Superintendent of Schools on or before June 15 of each fiscal year. The Charter School will utilize the State Board of Education's template to submit its LCAP pursuant to this section. To the extent practicable, the Charter School shall report LCAP data in a manner consistent with how information is reported on a school accountability report card.

(b) SARC. On or before February 1 of each year, or as otherwise required by law, the Charter School shall post its School Accountability Report Card ("SARC") on the Charter School website. The Charter School may, but is not required to, use the SARC template developed by the California Department of Education as a guide. The Charter School shall include all legally required elements in its SARC, and may include other pertinent information, as appropriate.

(c) Programmatic Audit. The Charter School will provide an Annual Programmatic Audit to the District within ninety (90) days of the last day of instruction for each regular school year that includes, at a minimum:

(1) Data regarding the number of staff working at the Charter School and their qualifications;
(2) Information demonstrating the Charter School's implementation of the means set forth in the Charter to achieve a racial and ethnic balance

among its students that is reflective of the general population residing within the territorial jurisdiction of the District;

(3) Data regarding the number of students enrolled and on waiting lists for each grade level in the Charter School;

(4) A report on student discipline including the number of students suspended, expelled or involuntarily removed from the Charter School;

(5) Graduation rates; and

(6) Data on the number and resolution of disputes and complaints, including Uniform Complaints.

The District reserves the right to revise the content of the Annual Programmatic Audit from time to time, with ninety (90) days prior written notice to the Charter School.

5. Funding.

(a) Basic Funding. The Charter School shall receive its funding in accordance with applicable law. Should anything in this Agreement require revision based upon changes in law or regulation, the Parties shall meet without delay to cooperatively revise the Agreement to ensure consistency with the law. Any future revision of the Charter Schools Act to revise the manner in which charter schools are funded shall not be interpreted to prevent the Charter School's direct receipt of full funding in accordance with applicable law.

The Charter School is eligible for a general-purpose entitlement allocated through the Local Control Funding Formula ("LCFF") under Education Code sections 42388 *et seq*. Except as otherwise noted in this Agreement, it shall be the responsibility of the Charter School to apply for funding due to the Charter School under LCFF.

The Charter School has elected to receive funding from the State directly, pursuant to Education Code section 47651. The District shall comply with Education Code section 47635 in providing the Charter School with its share of local funding. However, the Parties understand that in the event that such funds are not timely received by the District due to processing delays at either the state or county level, such funds shall be provided to the Charter School as soon as practicable after such funds are made available to the District.

(b) Additional Sources of Funding. In addition to the LCFF funding specified above, the Parties recognize the authority of the Charter School to pursue additional sources of funding beyond its base statutory entitlement. Any application for funding by the Charter School that depends on the support or creditworthiness of the District shall be presented to the District for its prior written approval.

(c) District Applications for Funding. The District has no obligation to apply for additional sources of funding for the Charter School; however, when the District applies for additional sources of funding in the form of grants and/or categorical funding at the request of and for the benefit of the Charter School, the District will receive one percent (1%) of such funds at the time they are paid to the Charter School. The Charter School agrees to cooperate fully with the District in any application for funding made on behalf of the students of

the Charter School. Such funds shall not be considered revenue for purposes of the District's oversight fee set forth in section 8(a).

(d) Expenditure of Funds. The Charter School agrees to comply with all regulations related to expenditures and receipt of its funds (including compliance with federal and state compliance regulations and certifications). Without limitation to the foregoing, the Charter School agrees that all revenue received from the District and the State shall only be used as outlined herein and in the Charter for the provision of educational services for school age children enrolled in and attending the Charter School and shall not be used for purposes other than those set forth in the Charter and any authorized amendments.

(e) Compliance with Procedures. To the extent that the Charter School is required to submit records or information to the District or the Sutter County Office of Education in order to confirm funding, including but not limited any audit requirements under LCFF, those records must be prepared by the Charter School in compliance with applicable laws.

6. Legal Relationship. Pursuant to its Charter and Education Code section 47604, the Charter School is operated by the Non-Profit. The Charter School and the Non-Profit are separate legal entities from the District. As such, the District shall not be liable for the debts or obligations of the Charter School or the Non-Profit or for claims arising from the performance of acts, errors, or omissions by the Charter School or the Non-Profit to the maximum extent permitted by applicable law. It is agreed that it is the Parties' intent that the District shall incur no unreimbursed cost or expenses of any type whatsoever as a result of its relationship with the Charter School. The Charter School may not enter into a contract or agreement to be managed or operated by any other non-profit public benefit corporation (or any other corporation or entity) without the express written prior approval of the District. The obligations of the Charter School under such agreement or contract are solely the responsibility of the Charter School and are not the responsibility of the District.

7. Complaints. The Charter School shall inform the District of any complaints submitted or filed against it, including complaints filed with any governmental entity other than the District, which the District is obligated to respond to using its own complaint resolution processes, or under any state or federal law, including but not limited to complaint submitted pursuant to Uniform Complaint procedures. Copies of such complaints must be provided to the District within five (5) business days of receipt by the Charter School. If any such complaint raises an issue or issues that may be grounds for revocation or non-renewal of the Charter, the District may request that the Charter School report to the District on how such complaints are being addressed, and the Charter School agrees to provide such information upon the District's request. The Charter School shall make such information available to the District for inspection and copying upon request during regular business hours or, upon request, the Charter School shall deliver to the District within ten (10) business days a current copy of any requested records or information. Under all circumstances, the Charter School will cooperate fully in the release of information to the District to assist in the District's oversight obligations.

8. Fiscal Relationship.

(a) Oversight Fee. The Parties agree that the District will incur costs in connection with its performance of supervisory oversight of the Charter School as required by law, and that it is not in the best interests of either Party to require a mechanical assessment, accounting, billing and payment process to compensate the District for such costs.

The Parties further agree that the District is providing the Charter School with substantially rent-free facilities as referenced by Education Code section 47613(b). Therefore, the Parties agree that the actual cost of the District's supervisory oversight of the Charter School is three percent (3%) of all "Revenue of the Charter School" (excluding grants, loans, and private donations), as defined in Education Code sections 47613, 47632, subd. (a), 42238.02, and 42238.03.

"Supervisorial oversight," as used in Education Code Section 47613, is defined in Education Code sections 47604.32 and 47604.33 to mean the District's performance of duties to include the following:

(1) Selecting a representative to act as a liaison to the Charter School.
(2) Visiting the Charter School at least annually.
(3) Monitoring the fiscal condition of the Charter School.
(4) Ensuring the Charter School complies with all reports required of charter schools by law, including the annual update required pursuant to Education Code section 47606.5.
(5) Providing timely notification, as required by law, to the California Department of Education if any of the following circumstances occur: (i) a renewal of the Charter is granted or denied; (ii) the Charter is revoked; or (iii) the Charter School ceases operation for any reason.
(6) Reviewing annual reports and assessing the fiscal condition of the Charter School pursuant to Education Code section 47604.33.

(b) Additional Services. In addition to the supervisorial oversight described above, the District shall provide additional services ("Additional Services") to the Charter School related to administrative and instructional services. The scope of such services are attached hereto as Exhibit A and are incorporated herein. The Parties agree that it is not in the best interest of either Party to require a mechanical assessment, accounting, billing and payment process to compensate the District for such Additional Services, so the Parties agree that the reasonable value of such Additional Services shall be a flat fee of $0 per quarter.

(c) Payment of Fees. The Charter School shall pay the Oversight Fee, fees for Additional Services, and expenses in quarterly installments due, respectively, for each school year. The District shall provide the Charter School with an invoice detailing the amount due for Additional Services performed by the District, the Oversight Fee due pursuant to section 8(a), and any expenses paid by the District on the Charter School's behalf, including special education encroachment fees, if any. Quarterly payments are due as of September 30, December 31, March 31, and June 30 each year, with invoices to be prepared and submitted by the District to the Charter school at least thirty (30) calendar days before the payment due date during the year, and by September 15 at the end of the year.

Payment on invoices provided to the Charter School pursuant to this section shall be due within thirty (30) calendar days of their issuance by the District, unless the Charter School has provided written notice to the District that it disagrees with the invoiced charges. The Charter School may only withhold payment for services, fees, or expenses that it has specifically contested. The Charter School shall make payment by check.

(d) Distribution of Assets upon Revocation or Closure. Should the Charter School, as an entity separate from the Non-Profit, cease to exist (by revocation or nonrenewal of its charter or by voluntary closure), and upon a final audit and the payment of, or provision for payment of, all debts and liabilities of the Charter School, any public funds held by or for the Charter School and any assets of the Charter School purchased with public funds shall be distributed in accordance with the terms of the Charter.

9. Fiscal Controls.

(a) Fiscal Policies. The Charter School shall adopt and meet generally accepted accounting principles and shall adopt policies to ensure the Charter School's funds are used to most effectively support the Charter School's mission and to ensure that funds are budgeted, accounted for, expended, and maintained in an appropriate fashion. Such policies will include, but not be limited to the following:

(1) Expenditures shall be made in accordance with amounts specified in the annual budget or budgetary revisions adopted by the Charter School's governing board;
(2) The Charter School's funds shall be managed and held in a manner that provides a high degree of protection of the Charter School's assets; and
(3) All transactions shall be recorded and documented in an appropriate manner that allows reporting to the State, the District, and/or the County Office of Education.

(b) Attendance Accounting. The Charter School shall establish and maintain an appropriate attendance accounting system to record the number of days students are actually in attendance and engaged in activities required of them by the Charter School. The annual audit (see Section 9(c) below) will review actual attendance accounting records and practices to ensure compliance. The Charter School's attendance accounting practices will be in conformance with the Charter Schools Act, the California Administrative Code sections defining charter school average daily attendance ("ADA"), and other applicable law.

(c) Annual Financial Audit. The Charter School's governing board will annually appoint an external fiscal auditor, subject to the approval of the District. Said external fiscal auditor must be listed on the State Controller's Office website as approved to conduct such audits. The audit shall include, but not be limited to:

(1) An audit of the accuracy of the Charter School's financial statements;
(2) An audit of the Charter School's attendance accounting and revenue claims practices; and

(3) An audit of the Charter School's internal control practices.

The Charter School shall complete its audit within ninety (90) days of the close of the fiscal year. A copy of the audit report shall be submitted to the District within thirty (30) days of completion, and no later than December 15 of the fiscal year following the fiscal year for which the audit was performed. The Charter School agrees to implement all audit recommendations to the District's satisfaction, unless other terms are agreed to between the District and the Charter School.

(d) Financial Reports. In addition to the foregoing requirements and as specified in Education Code section 47604.33, the Charter School shall annually prepare and submit one electronic copy and two hard copies with wet signatures of each of the following reports to the District by the dates listed below during each year of the Term of this Agreement:

(1) On or before June 15, and by an adopted preliminary budget;
(2) On or before December 15, a first interim financial report, reflecting changes through October 31;
(3) On or before March 15, a second interim financial report, reflecting changes through January 31; and
(4) On or before September 15, a final unaudited report for the full prior fiscal year.

Failure to submit accurate and complete financial information as required hereby shall be considered grounds for revocation of the Charter, subject to reasonable opportunity on the part of the Charter School to amend and rectify findings of the above reports.

In addition to the above-listed financial reports, the Charter School shall provide the District with all annual budget formation documents, including revenue calculators and assumptions at the time of Budget Adoption. The Charter School shall also provide the District with budget assumptions at the time that the above-listed interim reports are due, and shall provide any material changes to those budget assumptions as soon as they arise.

The District may request, and the Charter School and Non-Profit agree to obtain and provide, additional documentation and information from the Charter School, the Non-Profit, and all other non-profit and for-profit entities affiliated with the Non-Profit that provide services to the Charter School or control the assets of the Non-Profit or Charter School ("Other Entities"), for the purpose of review and oversight of the fiscal soundness, operation, and governance of the Charter School or the Non-Profit. Such documents and information must be reasonably related to the operation, educational services, management, finances, personnel, procurement, facilities, financing, programmatic services of the Charter School and the Non-Profit.

The Charter School and Non-Profit shall incorporate language into their contracts with Other Entities, that ensure the Charter School and Non-Profit may obtain any of the above documents from the Other Entities, upon request from the District.

(e) Loans. The Charter School agrees that it shall establish a fiscal plan for repayment of any loans received by the Charter School in advance of receipt of such loans. It is

agreed that all loans sought by the Charter School shall be authorized in advance by the governing board of the Charter School and shall be the sole responsibility of the Charter School. The District will have no obligation with respect to any loans received by the Charter School to finance its operations, and any such loan shall be the sole responsibility of the Charter School. Upon request, the Charter School shall provide information regarding any such loan to the requesting agency pursuant to Education Code section 47604.3.

It is further agreed that all loans distributed by the Charter School to any other entity, including the Non-Profit, shall be authorized in advance by the governing board of the Charter School and shall be the sole responsibility of the Charter School. Upon request, the Charter School shall provide information regarding any such loan to the requesting agency pursuant to Education Code section 47604.3.

(f) Advance of Funds. The District may in its sole discretion advance funds to the Charter School. In addition, the District may in its sole discretion provide a line of credit for the Charter School.

(g) Cash Flow and Reserve. The Parties agree that the maintenance of a sufficient level of funding reserve is in the best interest of the Charter School and its successful operation. Accordingly, the Charter School shall maintain reserves of no less than three percent (3%). An explanation of any projected drop in reserves below the three percent (3%) level must be included in the Charter School's assumptions in the adopted budget for the fiscal year.

(h) Third Party Debts and Liabilities. Assets or funds allocated or held by the Charter School for provision of its educational services shall not be used to satisfy any third party debts or liabilities, including those of the Non-Profit. Without limitation to the foregoing, no Charter School monies shall be allocated or spent on the debts or liabilities of any party or organization that is associated with founding this Charter School.

(i) Banking Arrangements. The Charter School's Business Officer or designee will reconcile the Charter School's ledger(s) with its bank accounts or accounts in the County Treasury on a monthly basis and prepare (1) a balance sheet, (2) a comparison of budgeted to actual revenues and expenditures to date, and (3) a cash flow statement, which will be submitted with the reports listed above in section 9(d). The Charter School will deposit all funds received as soon as practical upon receipt.

(j) Property Inventory. Within thirty (30) days of receipt of a written request by the District, the Charter School's head of school or his or her designee, shall provide the District with a written inventory of all Charter School purchases of non-consumable goods and equipment that were: 1) valued at one-thousand dollars ($1,000.00) or more, and, 2) made in that fiscal year, and, 3) made in whole or in part with public funds. This inventory shall include the original purchase price and date, a brief description of the item(s), and other information appropriate for documenting the Charter School's assets, including identifying information reasonably available to (or reasonably used by) the Charter School, such as serial numbers or Charter School tracking numbers. As the chartering authority, the District may make other reasonable queries to the Charter School, in order to ensure that the Charter School in

compliance with the law with regard to tracking items and property that are purchased, in whole or in part, with public funds.

(k) Payroll. The Charter School will prepare payroll checks, tax and retirement withholdings, tax statements, and perform other payroll support functions. The President of the Charter School's governing board or his or her designee will establish and oversee a system to prepare time and attendance reports and submit payroll check requests. The Charter School's Business Officer or designee will review payroll statements monthly to ensure that (1) the salaries are consistent with staff contracts and personnel policies and (2) the proper tax, retirement, disability, and other withholdings have been deducted and forwarded to the appropriate authority. All staff expense reimbursements will be on checks separate from payroll checks. Upon hiring of staff, a personnel file will be established with all appropriate payroll-related documentation including a federal I-9 form, tax withholding forms, retirement data and use of sick leave.

(l) Other Fiscal Control Policies. The Charter School shall develop and maintain other fiscal control policies as recommended by independent certified public accountants retained by the Charter School to advise it on fiscal control policy matters. Updated fiscal policies of the Charter School shall be provided to the District annually.

(m) Voter-Approved Measures. In the event that the District seeks and receives a voter-approved bond or parcel tax, the Charter School shall have no entitlement to any portion of such funds unless otherwise negotiated in advance by the Parties. The Charter School agrees that it has no entitlement to funds currently being received, if any, by the District pursuant to former parcel tax or bond elections.

10. Reporting to the District.

(a) Enrollment and Attendance Accounting. The Charter School recognizes the need to achieve sufficient enrollment each year so that the Charter School remains fiscally viable. On an annual basis and no later than January 15 of each year, the Charter School shall provide the District a copy of its estimated maximum enrollment plans and anticipated grade level offerings for the following school year. In addition, the Charter School shall provide documentation showing the number and percentage of its enrollment that resides within the District's boundaries by grade level and the number and percentage of its enrollment that resides outside of the District's boundaries by grade level. Upon the District's request, the Charter School shall provide additional information regarding its enrolled students, including their name, residential address, school district of residence, and telephone number. The Charter School recognizes that this information is critical to District planning for the next year. District agrees not to use student data information for marketing and/or recruiting purposes.

(b) California Basic Education Data System (Enrollment). The Charter School shall complete and submit enrollment and other necessary demographic information to the California Basic Education Data System (CBEDS).

(c) Reporting to Public Agencies. The Charter School shall submit to the District a

copy of all reports or other documents that the Charter School is required to submit to any state or other public agency in the State of California. Such reports will be submitted to the District, when submitted to the state or other public agency.

(d) Provision of Corporate Bylaws & Board Roster. Within thirty (30) days of the Effective Date of this Agreement, the Non-Profit shall provide the District with a copy of its corporate bylaws and a roster listing its directors and officers. The District shall be provided with notice of any changes in the Non-Profit's corporate bylaws and or the composition of its governing board within ten (10) business days of the effective date of such changes.

(e) Required Documentation. Within thirty (30) days of the Effective Date of this Agreement, the Charter School shall provide the District with copies of the following documents. To the extent these documents have already been provided to the District for the 2021-22 school year with the 2021-2026 renewal petition, the documents shall be deemed submitted to the District.

(1) Updated curriculum and educational plan for each grade level;
(2) The Charter School's grading policies;
(3) Contact information for all Charter School administrators;
(4) The Charter School's organizational chart;
(5) Verification of Brown Act training for administration and governing board as required by section 15(a) of this Agreement;
(7) Proof of the Non-Profit's status as a non-profit corporation;
(8) Copy of the Non-Profit's articles of incorporation and bylaws;
(9) Copy of the Charter School's health, safety and emergency plan and verification of staff emergency, health & safety training;
(10) Copy of the Charter School's parent/student handbook;
(11) Copies of the Charter School's employee handbook;
(12) Updated proof of teacher credentials and satisfaction of all applicable teacher requirements for every grade served by the Charter School;
(13) Estimated enrollment for each grade level and proof of appropriate and legally sufficient student-teacher ratios; and
(14) Updated operational budget and cash-flow analysis.

Within thirty (30) days of the beginning of every school year during the Term of this Agreement, the Charter School shall also provide the District with copies of the above-listed documentation, to the extent that any of such documentation has been modified since the prior year's submission.

(f) Charter School Policies. Within thirty (30) days of the Effective Date of this Agreement, the Charter School shall submit to the District a complete set of all Charter School policies and procedures that have not already been provided to the District, including but not limited to policies and procedures governing the following:

(1) Discipline and suspension, including special education discipline;
(2) Health and safety, including but not limited to the administration of medication and emergency response procedures;

(3) Sexual harassment;
(4) Mandated reporting of child abuse and neglect;
(5) Student free speech and expression as required by Education Code section 48907;
(6) Conflicts of interest;
(7) Complaint procedures, including Uniform Complaint Procedures;
(8) Special education;
(9) Section 504;
(10) English Learners; and
(11) Fiscal control policies.

Within thirty (30) days of the beginning of every school year during the Term of this Agreement, the Charter School shall provide the District with copies of the above-listed policies and procedures, to the extent that any such Charter School policies or procedures have been modified, adopted or rescinded since the prior year's submission.

(g) Cumulative File Information. The District and the Charter School shall promptly forward to each other all cumulative file information, including, but not limited to, information regarding special education and related services, whenever a student transfers from a District school to the Charter School, or vice versa.

(h) Performance Assessments. The Charter School shall forward results from statewide assessments to the District promptly upon receipt by the Charter School, but in no event later than October 1.

(i) Student Records. To the extent necessary to discharge its reasonable supervisorial oversight activities, the Charter School hereby designates the employees of the District as having a legitimate educational interest such that they are entitled upon request access to the Charter School's education records under the Federal Educational Rights and Privacy Act ("FERPA") and related state laws regarding student records. At a minimum, such records include emergency contact information, health and immunization data, attendance summaries, and academic performance data from all statewide student assessments pursuant to Education Code sections 60600*, et seq*. and 60851. The District, Charter School, and their officers and employees shall comply with FERPA and state laws regarding student records at all times.

(j) Quality Instructional Program. The Charter School is expected to pursue and provide a quality instructional program to its students. The District shall consider the quality of the instructional program and academic performance of Charter School students when evaluating a Charter School renewal petition submitted to the District.

11. Special Education and Related Services; Section 504; English Learners.

(a) Special Education. The Charter School shall be its own local educational agency ("LEA") for the purposes of special education, pursuant to California Education Code section 47641, subdivision (a). The Charter School has obtained membership as an independent LEA in El Dorado Charter SELPA ("SELPA"). As such, the Charter School is solely responsible, at its

own expense, for ensuring that all children with disabilities enrolled in the Charter School receive special education and related services in conformity with their individualized education programs and in compliance with the Individuals with Disabilities Education Act ("IDEA") (20 U.S.C. § 1400 *et seq*.), its implementing regulations, and all applicable state and federal law. (34 C.F.R. § 300.209(c); Ed. Code, § 47646(a).)

(b) Section 504 & ADA. The Charter School shall be solely responsible for compliance with Section 504 of the Rehabilitation Act of 1973 ("Section 504") (29 U.S.C. §§ 794 *et* seq.) and the Americans with Disabilities Act, including all associated funding and implementation. Additionally, the Charter School shall provide annual compliance training to Charter School staff.

(c) English Learners. The Charter School will annually administer the English Language Proficiency Assessments for California ("ELPAC") or other assessments, including but not limited to the ELPAC, as may be required by law, to all eligible students. The Charter School will be responsible for compliance with all applicable state and federal requirements regarding state and federal testing, reclassification and reporting for English Learners.

12. Human Resources Management.

(a) Charter School Exclusive Employer. All employees of the Charter School are employees of the Non-Profit and shall have no right to employment by the District. The Non-Profit shall have sole responsibility for employment, management, dismissal and discipline of employees of the Charter School.

(b) Compliance with Background Checks & Fingerprinting Requirements. Throughout the term of the Charter and this Agreement, all employees of the Charter School, parent volunteers who will be performing services that are not under the direct supervision of a certificated teacher, and onsite vendors having unsupervised contact with students, will submit to background checks and fingerprinting in accordance with the provisions of Education Code section 45125.1. The Charter School will provide certification to the District that all employees and volunteers or vendors have clear criminal records summaries prior to their having any unsupervised contact with students. The Charter School will maintain on file and have available for inspection, during District site visits, evidence that the Charter School has performed criminal background checks for all employees and documentation that vendors have conducted required criminal background checks for their employees prior to any unsupervised contact with students.

(c) Compliance with Health and Safety Laws. Throughout the term of the Charter and this Agreement, the Charter School and all employees to which each law applies shall comply with the following legal provisions. The Charter School shall maintain a written policy or administrative regulation regarding each legal provision, below, provide the District with a copy of such policy or administrative regulation, and provide the District with a copy if amended.

(1) Education Code Section 49423 regarding the administration of medication

in school;

(2) Education Code Section 49141 regarding the provision, storage, and administration of epinephrine pens;

(3) Education Code Section 49406 and Health and Safety Code Sections 121525 – 121555 requiring all employees who work in contact with students to obtain tuberculosis screenings or tests, as specified in law; and

(4) Penal Code Section 11164, *et seq.* and Education Code Section 44691 regarding employee mandated reporter obligations and training.

(d) STRS/PERS. If the Charter School decides to offer existing or new employees of the Charter School the opportunity to participate in the State Teachers' Retirement System ("STRS") or the Public Employees' Retirement System ("PERS"), the Charter School shall be responsible for entering into a contract with STRS and/or PERS or the District. At the request of the Charter School, the District shall create any reports required by STRS or PERS and may charge the Charter School for the actual costs of such reporting services.

(e) ESSA & Education Code section 47605(l). The Charter School will be responsible for ensuring its staff is compliant with all applicable provisions of the federal Every Student Succeeds Act ("ESSA") and Education Code section 47605(l).

13. Indemnification. The Non-Profit shall promptly defend, indemnify, and hold harmless the District, its Board of Trustees, members of the Board of Trustees, officers, directors, employees, agents, representatives, volunteers, administrators, successors, and assigns (collectively hereinafter the "District Indemnified Parties") from and against any and all alleged or actual breach of any obligation imposed under this Agreement, or any other actual or alleged breach of any duty or obligation owed to the District or any third party, including any Charter School student (including any student placed with a school other than the Charter School, or in any nonpublic, nonsectarian school or in other special services to address special need or disability situations) or employee, by the Non-Profit or its officers, directors, employees, agents, representatives, volunteers, guests, students, administrators or trustees, successors or assigns.

The District shall promptly defend, indemnify, and hold harmless the Non-Profit, its officers, directors, employees, agents, representatives, volunteers, administrators, successors, and assigns (collectively hereinafter the "Charter Indemnified Parties") from and against any and all alleged or actual breach of any obligation imposed on the District under this Agreement, or any other actual or alleged breach of any duty or obligation owed to the Charter School or any third party, arising from the District's sole or separate negligence. In the event of a third party claim or potential claim covered by these provisions, the Parties agree to take all steps reasonable or necessary to cooperate in defending and protecting their joint interests, and in expediting all reasonable or necessary efforts to gain coverage for the Parties under any liability policy or indemnity agreement issued in favor of the Non-Profit and/or District, including indemnity rights or agreements existing in contracts between the Non-Profit and/or District and any third party (such as contract with a supplier of goods or services), and further including efforts to reduce defense costs (through joint representation whenever possible), expenses and potential liability exposures.

14. Insurance and Risk Management. The Non-Profit shall, for itself and the Charter School, and at its sole cost and expense, purchase and maintain during the entirety of this Agreement, insurance or indemnity protection as follows, as well as any additional insurance as may be required by law:

(a) Liability Insurance. Occurrence-based liability indemnity protection, having a combined limit of liability of no less than five million dollars ($5,000,000) per claim and in the aggregate, and a per occurrence deductible of no greater than five thousand dollars ($5,000), whether purchased in the form of a single policy/agreement or by way of multiple policies/agreements, including excess or umbrella policies or agreements, that extends coverage for, among other things, sexual abuse and molestation, educators' legal liability, property damage liability, employment practices liability, automobile (owned, non-owned, and hired) liability, personal injury and advertising injury liability, directors and officers, and errors and omissions liability, with such coverage extended to the Charter School, its governing board, its officers, agents, employees, and volunteers. To the fullest extent allowed by law, and in keeping with the Non-Profit's indemnity obligations described above, the Indemnified Parties shall be included as "additional insureds" or "additional covered parties" under each of the Non-Profit's liability policies or agreements, with such coverage evidenced by duly issued "additional insured" or "additional covered party" endorsement(s) and/or duly issued certificate(s) of insurance, which must affirmatively state that the required coverage shall not be reduced or prematurely terminated or cancelled absent 30 days' notice to District.

(b) Workers' Compensation. In accordance with the California Labor Code, the Non-Profit shall purchase and maintain workers' compensation and employer's liability insurance or indemnity protection adequate to protect the Charter School from claims under California's Workers' Compensation Act, with a limit of liability no less than $500,000, and that extends coverage and protection to Charter School employees and volunteers. Evidence of such coverage shall be provided in the form of a duly issued certificate of insurance which must affirmatively state that the required coverage shall not be reduced or prematurely terminated or cancelled absent 30 days' notice to District.

(c) Property Insurance. The Non-Profit shall purchase and maintain property insurance, including property damage coverage sufficient to replace, at current market value and in compliance with any enhanced building codes or disability access ordinances, regulations or laws, all real property, personal property, fixtures, and other property owned or under the care, custody, or control of the Charter School. Evidence of such coverage shall be provided in the form of a duly issued certificate of insurance or coverage which must affirmatively state that the required coverage shall not be reduced or prematurely terminated or cancelled absent 30 days' notice to District.

(d) Bond. Fidelity and crime coverage extending to wrongful acts with respect to money or property owned by or under the care, custody or control of any Charter School employee, volunteer, agent or representative. Evidence of such coverage shall be provided in the form of a duly issued certificate of insurance or coverage which must affirmatively

state that the required coverage shall not be reduced or prematurely terminated or cancelled absent 30 days' notice to District.

(e) Waiver of Subrogation. Each policy of insurance and/or coverage required under this Agreement shall be endorsed to state that all rights of subrogation against the District and or the District Indemnified Parties are waived.

15. Compliance with Law Applicable to Public Agencies.

(a) The Charter School agrees to comply at all times with laws which generally apply to public agencies and to comply with federal or state laws (which may be amended from time to time), including but not limited to the following:

(1) Education Code section 47604.1, effective January 1, 2020;
(2) The Ralph M. Brown Act ("Brown Act") (Gov. Code, § 54950 *et seq*.);
(3) The California Public Records Act (Gov. Code, § 6250 *et seq*.);
(4) State conflict of interest laws, including but not limited to Government Code section 1090 and the Political Reform Act (Gov. Code, § 81000 *et seq*.);
(5) The Child Abuse and Neglect Reporting Act (Pen. Code, § 11164 *et seq*.);
(6) The Individuals with Disabilities Education Rights Act ("IDEA") (20 U.S.C. § 1400 *et seq*.);
(7) The Americans with Disabilities Act ("ADA") (42 U.S.C. § 12101 *et seq*.);
(8) The U.S. Civil Rights Acts, including Title VII of the 1964 Civil Rights Act;
(9) The California Fair Employment and Housing Act ("FEHA") (Gov. Code, § 12900 *et seq*.);
(10) The Age Discrimination in Employment Act ("ADEA") (29 U.S.C. § 621 *et seq*.);
(11) Section 504 of the Rehabilitation Act of 1973 ("Section 504") (29 U.S.C. § 794 *et seq*.);
(12) Education Code sections 220 et seq.;
(13) The Uniform Complaint Procedure (5 Cal. Code Regs., tit. 5, § 4600 et seq.);
(14) The Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g *et seq*.);
(15) Local Control Funding Formula (Ed. Code, § 42238, et seq.); and
(16) All applicable state and federal laws and regulations concerning the improvement of student achievement, including but not limited to any applicable provisions of the Elementary and Secondary Education Act of 1965 (20 U.S.C. § 6301 *et seq*.) as amended by the Every Student Succeeds Act of 2015 ("ESSA") (20 U.S.C. § 6301 et seq.).

(b) Governing Board Meetings. During the term of the Charter, the Charter School agrees to comply with both the Brown Act and Education Code section 47604.1, and to conduct the meetings of its governing board in accordance with the same laws. Such compliance

includes making public the agendas of such meetings in advance, meeting within the physical boundaries of Sutter County (except as authorized by Government Code section 54954), and establishing a two-way teleconference location at each school site, as required by law. Within 60 days of the effective date of this Agreement, the Charter School will provide verification by letter to the District that all members of the Charter School governing board, administrative staff, and any other staff deemed appropriate by the Charter School have participated in Brown Act training. The governing board of the Charter School shall conduct public meetings at such intervals as are necessary to ensure that the governing board is providing sufficient direction to the Charter School through implementation of effective policies and procedures. The District reserves the right to appoint a representative to the Charter School's governing board in accordance with the provisions of Education Code section 47604. The Charter School agrees to provide to the District's representative on the governing board a complete board packet of information being submitted to the board before each meeting, in sufficient time for review. Governing board adopted policies, meeting agendas and minutes shall be maintained and shall be available for public inspection and to the District during site visits (or upon request).

(c) Records Requests. The Charter School agrees that all of its records that relate in any way to the operation of the Charter School shall be treated as public records subject to the requirements of the California Public Records Act (Gov. Code, § 6250 et seq.) as well as Education Code section 47604.3 and Education Code section 47604.1.

16. Transportation. The Charter School shall be responsible for any transportation offered to students who enroll in the Charter School, including field trips, except as otherwise agreed upon by the Parties in writing. The Charter School shall also be responsible for the direct cost of all transportation services for students eligible for special education, if such services are required pursuant to a student's Individualized Education Plan ("IEP"). The District shall not be responsible for providing or paying any costs in connection with transporting any Charter School students at any time.

17. Amendments to Charter. Changes to the Charter deemed to be material amendments may not be made without District consideration and approval. Amendments to the Charter considered to be material changes include, but are not limited to, the following:

(a) Substantial changes to the educational program (including the addition or deletion of an educational program), mission, or vision;
(b) Changing to (or adding) a non-classroom-based program, if originally approved as a classroom-based program;
(c) Changes in enrollment that differ by more than 10 percent +/- of the enrollment originally projected in the charter petition;
(d) Addition or deletion of grades or grade levels to be served;
(e) The addition of facilities and/or new sites not previously approved by the District;
(f) Admission preferences;
(g) Changes to the governance structure, including but not limited to amendments to: (i) the Non-Profit's articles of incorporation; (ii) the Non-Profit's corporate bylaws; (iii) the Non-Profit's conflict of interest policy (and the Charter School Board's conflict of interest policy, if different); and (iv) name changes of the

Charter School.

18. Amendments to Agreement. Any modification or amendment of this Agreement must be in writing and executed by duly authorized representatives of both Parties specifically indicating the intent of the Parties to modify this Agreement. No such modification or amendment shall be effective absent approval or ratification by the governing boards of both Parties. In the event of changes in laws, the District and the Charter School agree to negotiate modifications to this Agreement as required by applicable law.

19. Dispute Resolution. Any and all disputes arising out of the interpretation or performance of this Agreement shall be subject to the following procedure until a resolution is reached. Once the Parties have exhausted the procedures stated in (a)-(c), below, each may pursue a remedy as entitled to them by law. Notwithstanding the foregoing, if any such dispute concerns facts or circumstances that may be cause for revocation of the Charter, the District shall not be obligated by the terms of this Section as a precondition to revocation.

(a) The disputing Party shall provide written notice of the dispute to the other Party. Thereafter, the Charter School's designee shall meet with the District's Superintendent or designee within thirty (30) days to attempt informal resolution of the dispute.

(b) In the event this informal meeting fails to resolve the dispute, both Parties or their designees, within sixty (60) days counting from the initial informal meeting date, shall identify two governing board members from their respective boards who shall jointly meet with the Charter School's designee and the District's Superintendent or designee and attempt to resolve the dispute.

(c) If this joint meeting fails to resolve the dispute, the District and the Charter School shall enter into non-binding mediation before a mutually agreed upon mediator, with the costs of the non-binding mediation to be split evenly between the Parties. The format of the mediation shall be developed jointly by the District and the Charter School, and shall incorporate informal rules of evidence and procedure, unless both Parties agree otherwise. Notwithstanding the foregoing, the findings or recommendations of the mediator shall be non-binding, unless the governing boards of the Non-Profit and the District jointly agree to bind themselves.

Exercise of any dispute mechanism authorized by this Agreement shall not, in and of itself, constitute a material violation of the Charter or otherwise be grounds for revocation.

20. Severability. If any provision or any part of this Agreement is for any reason held to be invalid or unenforceable or contrary to law, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.

21. Venue. The Parties agree that any legal action to enforce the terms of this Agreement shall be brought in the appropriate court in Sutter County, California, subject to a motion for transfer of venue.

22. Governing Law and Authority. In the event of a conflict between the law and terms of this Agreement, the law shall prevail, and any such conflicting terms shall be severed from this Agreement and nullified. The Parties further agree to jointly make any modification of this Agreement or the Charter needed to effectuate changes in state or federal laws following the execution of this Agreement.

23. Notices. All notices required by this Agreement may be sent by United States mail; postage pre-paid, to the Parties as follows:

To the District at: Winship-Robbins Elementary School District
Attn: Superintendent
17451 Pepper Street
Robbins, CA 95676

To the Non-Profit & Charter School at: Feather River Charter School
4305 S. Meridian Road
Meridian, CA 95967

Any notices required by this Agreement sent by facsimile transmission or electronic mail to the facsimile and electronic mail addresses above shall be considered received on the business day they are sent, provided they are sent during in the receiving party's business hours and provided receipt is confirmed by telephone, facsimile, or electronic mail, and further provided the original is promptly placed into the United States mail, postage pre-paid, and addressed as indicated above.

24. Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the matters covered hereby, and supersedes any oral or written understandings or agreements between the Parties with respect to the subject matter of this Agreement.

25. Conflicts. If any provision of this Agreement is inconsistent with the Charter, the terms of the Agreement shall prevail.

26. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original. Facsimile or scanned emailed copies of signature pages transmitted to other Parties to this Agreement shall be deemed equivalent to original signatures on counterparts.

IN WITNESS WHEREOF, the Parties have, by their duly authorized representatives, executed this Agreement:

Dated: _____ _____

Jenell Sherman
Executive Director
Feather River Charter School

Dated: _____

_____

Dawn Carl
Superintendent
Winship-Robbins Elementary School District

Exhibit A
Additional Services

The District provides the following Additional Services to the Charter School related to administrative and instructional services:

- Professional Consulting Services, provided by the District's Superintendent, regarding curriculum development, assessment planning, intervention services, emergency services, constituent communication, and other educational program and operational planning and compliance.

- Professional Development Services, including but not limited to consultation with the District's Director of Curriculum and Instruction regarding educational programs and services, including English Learner programming, master plan development, and leadership development. The District also provides professional development workshops for Charter School teachers.

- Technology Assistance, provided by District information technology staff to the Charter School.

Coversheet

Facilities Memorandum of Understanding with Winship Robbins Elementary School District

Section: III. Operations
Item: D. Facilities Memorandum of Understanding with Winship Robbins Elementary School District
Purpose: Vote
Submitted by:
Related Material:
2021-2022 Facilities Use Agreement - Feather River Charter School (00875639x7AD00).pdf

FACILITIES USE AGREEMENT

This Facilities Use Agreement ("Agreement") is made by and between the Winship-Robbins Elementary School ("District") and Feather River Charter School, a California non-profit public benefit corporation ("Non-Profit"), which operates Feather River Charter School (the "Charter School"). The Non-Profit and District are collectively referred to as the "Parties."

RECITALS

A. WHEREAS, District is the owner of certain real property located at 4505 S. Meridian Road, Meridian, California (the "Site").

B. WHEREAS, the Charter School is duly formed and authorized by the District under the laws of the Charter Schools Act of 1992 (Ed. Code, §§ 47600, *et seq*.) The Charter School will serve students in grades K-12 in the 2021-2022 school year.

C. WHEREAS, the District desires to provide Charter School with certain District facilities for the 2021-2022 school year pursuant to this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the covenants and conditions of this Agreement, the Parties hereby agree as follows. All obligations imposed hereby on the Charter School are equally imposed on the Non-Profit.

1. Recitals. The recitals set forth above are incorporated herein and made part of this Agreement.

2. Facilities. Use of the Facilities shall be for the purposes set forth in Section 5.1, and on the terms and conditions set forth herein. The District grants, in the form of a license, use to the Charter School of the Site facilities identified in **Exhibit A** attached to this Agreement and incorporated herein by reference (the "Facilities") under the terms and conditions set forth in this Agreement. The Charter School will share the Facilities with Winship Community School ("Winship Community"), pursuant to the Facilities Use Agreement between the District and Winship Community.

3. Term. The term of this Agreement shall be from July 1, 2021, to June 30, 2022 ("Term"), unless earlier terminated as provided herein.

4. Rent-Free Facilities. For the Term, the District will not charge the Charter School a fee for use of the Facilities. Because the District is providing the Charter School with rent-free facilities, the District is entitled, in accordance with Education Code section 47613, subdivision (b), and as contemplated by Section 8(a) of the Operational Memorandum of Understanding ("Operational MOU") entered into between the Parties, to three percent (3%) of all of the Charter School's revenues, including the funding allocated through the

Local Control Funding Formula, the Base grant and any Supplemental and Concentrated grants ("Oversight Fee"), which amount the Parties agree represents the actual cost of the District's supervisory oversight of the Charter School. This amount shall be calculated and collected by the District in accordance with Section 8(c) of the Operational MOU. The District reserves the right, after the Term, to impose a fee for any use of its facilities by the Charter School, in accordance with applicable law.

5. Conditions of Use.

5.1 *Public Charter School*. The Facilities shall be used and occupied by the Charter School for the sole purpose of operating a California public charter school, and activities reasonably related thereto, and for no other purpose without the prior written consent of the District.

5.2 *Insurance Risk*. The Charter School shall not do or permit anything to be done in or about the Facilities nor bring or keep anything therein which will in any way increase the existing insurance rate or affect any fire or other insurance upon the Facilities or any of their contents (unless the District gives its prior approval and the Charter School pays any increased premium as a result of such use or acts), or cause a cancellation of any insurance policy covering said Facilities or any part thereof or any of its contents, nor shall the Charter School sell or permit to be kept, used, or sold in or about the Facilities any articles which may be prohibited by a standard form policy of fire insurance.

5.3 *Rights of the District*. The Charter School shall not do or permit anything to be done in or about the Facilities that will in any way obstruct or interfere with the rights of the District as owner of the Site or allow the Facilities to be used for any unlawful purpose, nor shall the Charter School cause, maintain or permit any nuisance in or about the Facilities. The Charter School shall not commit or suffer to be committed any waste in or upon the Facilities.

5.4 *Illegal Uses*. The Charter School shall not use the Facilities or permit anything to be done in or about the Facilities that will in any way conflict with any applicable law. The Charter School shall at its sole cost and expense promptly comply with all applicable laws now in force or which may hereafter be in force relating to or affecting the use or occupancy of the Facilities by the Charter School. The judgment of any court of competent jurisdiction or oversight body or the admission of the Charter School in any action involving the Charter School, whether the District be a party thereto or not, that the Charter School has violated any law, statue, ordinance or governmental rule, regulation or requirement, shall be conclusive of the fact as between the District and the Charter School.

5.5 *District Responsibility*. The District has ensured that the Facilities comply with all applicable laws governing charter school facility use (for example, the Americans with Disabilities Act ("ADA"), the Field Act, the California Environmental Quality Act ("CEQA"), State and local building codes, environmental laws including asbestos, lead, etc.). If any portion of the Facilities is found to be out of compliance with any such applicable law, the District shall ensure, within reasonable time limits, that such Facilities

are brought into compliance with such applicable law, except to the extent that the Facilities' noncompliance with applicable law are a direct result of the Charter School's modification or alteration of the Facilities after the effective date of this Agreement, in which case the Charter School, at its sole cost and expense, will make any and all alterations, improvements, additions and/or repairs to the Facilities necessary to ensure such compliance with applicable law. The Charter School's enrollment must not exceed the safe and legal limit, as set by the Fire Marshal, for the classroom and total space it occupies.

5.6 *Civic Center Act*. The Charter School agrees to comply with the provisions of the Civic Center Act (Ed. Code, § 38131, *et seq*.) in making use of the Facilities accessible to members of the community. The Parties understand that the Facilities are to be primarily used for school programs and activities and as such any use of the Facilities by members of the community shall not interfere with school activities at any time. District Board Policy and Administrative Regulations related to the Civic Center Act shall control scheduling, use and collection of fees related to use of the Facilities by members of the public. Consistent with that policy and the regulations, the District shall be solely responsible for coordinating access to the Facilities under the Civic Center Act and shall require users to provide appropriate proof of insurance related to use of the Facilities and to indemnify and hold harmless the District and Charter School for injury, risk of loss, or damage to property as a result of that access by members of the community. The District agrees to promptly clean and repair, if necessary, any portion of the Facilities used by members of the community immediately following such use. All requests for use of the Facilities made directly to the Charter School shall be forwarded to the District for coordination of use consistent with board policy and administrative regulations. The District agrees to coordinate with the Charter School regarding public access to the space occupied by the Charter School. If the Charter School has scheduled uses for the space, the Charter School shall have priority use of the space over members of the public on the same terms as the District has priority use of space that is occupied by the District.

5.7 *Alarms*. The Charter School shall have access to activate burglar alarms and intruder alerts, if any, corresponding to the Facilities provided at the Site ("Alarms")., and shall be responsible for responding to Alarms. The Charter School agrees that in the event that any of Charter School's employees, directors, trustees, officers, agents, students, visitors, or contractors, trigger a false Alarm at the Site, the Charter School shall be responsible for costs incurred.

5.8 *Security*. The Charter School shall be responsible for securing the Facilities, including all of the equipment and furnishings contained therein, in manner that reasonably prevents or deters the theft or destruction of District property. Such reasonable measures may include but are not limited to locking doors, locking windows, setting Alarms, keeping valuable materials out of public view or restricting access to the Facilities.

The responsibility to maintain the security of the Facilities under this subparagraph shall not be interpreted as the District's authorization of the alteration of the Facilities. If Charter School desires to make alterations or improvements to the Facilities as a result of

its obligation to maintain the security of the Facilities or its contents, then Charter School must follow the procedures stated in Section 13 ("Alterations and Additions") prior to making any such alterations or improvements, including but not limited to the changing door locks, the placement of surveillance cameras and the installation of Alarms or deterrent devices.

6. Furnishings and Equipment. The furnishings and equipment to be provided by the District for the Facilities are those furnishings and equipment that exist at the Facilities as of the date of execution of this Agreement, including the items listed in the Inventory, attached and incorporated hereto as **Exhibit B**. Said furnishings and equipment will be provided pursuant to Education Code section 47614(b), and Title 5, California Code of Regulations, section 11969.2. The Charter School is responsible for any furnishings and equipment over and above those provided by the District.

   The Charter School shall return all such furniture, fixtures and equipment to the District in like condition at the termination of this Agreement, excepting ordinary wear and tear. Upon return of the furniture, fixtures, and equipment, the District will inspect said items within sixty (60) calendar days. The Non-Profit shall be responsible for costs to repair or replace furniture, fixtures, and equipment to like condition, excepting ordinary wear and tear. All furniture, fixtures, and equipment that are not the property of the District or are not otherwise reimbursed by the District shall remain the property and under the ownership of Non-Profit and shall be disposed of according to the provisions of the approved charter petition.

   Any maintenance equipment provided by the District for Charter School's use shall be maintained in good repair and safe working condition, and replaced by Charter School as necessary with comparable equipment of similar size and quality.

7. Utilities. The District contracts for and pays utility expenses at the Facilities, including, but not limited to, water, sewer, electricity, gas, internet, and waste disposal/recycling. Charter School shall reimburse District for the Facilities' pro rata utility expenses, and to the extent Facilities are shared with Winship Community, allocate the costs between the two charter schools based on ADA. District will invoice Charter School quarterly for all such expenses, and Charter School will pay said invoice within thirty (30) days of receipt.

8. Signage. The Charter School shall be allowed to place signage on the exterior of the Facilities. The District will keep its own signage exhibited at the Site, identifying the school as operated by the District. The District shall have final approval over the design, content and location of the Charter School's signage, but shall not unreasonably deny such design, content or location. The Charter School must remove the signage upon termination of this Agreement. The Charter School must restore the Facilities, following removal of the signage, to the condition existing prior to installation of the signage to District's reasonable satisfaction. All such signage shall be subject to compliance with all applicable laws at Charter School's sole cost.

9. Routine Maintenance. Except for modernization measures the District may be required by law to perform, Charter School is solely responsible for maintenance of the Facilities. The District shall have no responsibility for maintenance of the Facilities. The Charter School shall comply with the District's policies regarding the operations and maintenance of the school facility and furnishings and equipment, except to the extent renovation is approved by the District. Upon the expiration or earlier termination of this Agreement, Charter School shall surrender the Facilities and furnishings and equipment in the same condition as received, ordinary wear and tear excepted.

10. Major Facilities Maintenance Costs. The District shall bear all major facilities maintenance costs with respect to the buildings and grounds of the Facilities, except to the extent major facilities maintenance is required as a result of the Charter School's negligent or intentional acts occurring during its occupancy of the Facilities and is beyond the scope of maintenance provided at other District schools, in which case the Charter School shall directly reimburse the District for such major facilities maintenance costs. "Major facilities maintenance" includes all non-routine maintenance, replacement and repair services, including major maintenance and replacement of the roof, mechanical systems (heat, ventilation, air conditioning, electrical, plumbing), and other major maintenance and upgrades and any projects identified during the term of this Agreement that the District deems eligible to be included in its deferred maintenance plan established pursuant to Education Code section 17582, at a level comparable with other District schools, and includes all such major facilities maintenance for which the District normally utilizes funding from the State or local facilities bond proceeds, developer fees, redevelopment agency revenue, and other non-operational sources not provided to the Charter School. To the extent that in any fiscal year the District's necessary major facilities maintenance costs for the Facilities are not funded by the State or other non-operational sources or are underfunded, during that fiscal year the District shall undertake major facilities maintenance at the Facilities only to the extent and on the same level that the District undertakes such maintenance at its other facilities.

11. Custodial Services. The Charter School shall be solely responsible for providing and paying directly for custodial services for the Facilities. Said services shall result in a level of performance consistent with custodial services maintained by the District for its other District schools. The Charter School shall bear the cost of such custodial services, including the salary and benefits of the Custodian and the cost of any cleaning supplies and tools necessary for the Custodian to provide services. The Charter School shall purchase, store and provide all consumable materials which the custodian shall use in provisioning the Facilities' restrooms, including but not limited to toilet paper, soap, and paper towels. In the event that Charter School fails to meet these standards, the District may, at its sole option, provide custodial services for the Facilities, and the Charter School will become responsible for the salary and benefits of the District-supplied plant manager/custodian and the cost of the cleaning supplies, tools, and materials used by the custodian.

12. Alterations and Additions. The Charter School shall add no fixtures, as that term is defined in Civil Code section 660 ("Fixtures"), to the Facilities or any part thereof

without obtaining the prior written consent of the District's Superintendent or designee. Any such Fixtures at the Facilities requested by the Charter School shall be paid for by the Charter School, and shall be contracted for and performed in accordance with all applicable law. The District may impose as a condition to the aforesaid consent such requirements as the District may deem necessary in its sole discretion, including without limitation, the manner in which the work is done, a right of approval of the contractor by whom the work is to be performed, and the times during which it is to be accomplished. Title to all Fixtures shall vest in the District or, at the District's request, any or all Fixtures shall be removed from the Facilities by the Charter School upon the expiration or earlier termination of this Agreement.

Any Improvements to the Facilities made by the Charter School shall be paid for by the Charter School, and shall be contracted for and performed in accordance with all applicable building code standards, including Title 24 of the California Code of Regulations, the Field Act, Americans with Disabilities Act and the Fair Employment and Housing Act.

13. Entry by District. The District may enter the facility at any time to inspect the Facilities, to supply any service to be provided by the District to the Charter School hereunder and to alter, improve or repair the Facilities, or in the case of an emergency, consistent with Education Code section 47607(a)(1). The District may erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed so long as the Charter School's operations do not suffer unreasonable interference. The Parties understand that the District may be performing construction or facility modernization projects at the Site and that from time to time such activities may result in noise, dust, or other nuisance factors during the Charter School's regular school hours. The District agrees to use its best efforts at all times to keep any interference to the academic programs at Charter School to a minimum. The Charter School waives any claim for damages for any inconvenience to or interference with the Charter School's business, any loss or use of quiet enjoyment of the Facilities related to District's entry for the purposes identified in this Section.

14. Employees, Contractors and Independent Contractors. The Charter School and the District, their employees, agents, contractors and subcontractors shall comply with the requirements of Education Code sections 45125.1 and 45125.2 related to access to the Facilities and protection of minor students.

15. Indemnity. The Non-Profit and Charter School shall, jointly and severally, indemnify, hold harmless, and defend the District, its Board of Trustees, the members of its Board of Trustees, officers, employees and agents, individually and collectively, against and from any and all claims, demands, actions, suits, losses, liabilities, expenses and costs for any injury, death or damage to any person or property arising from the Charter School's use of the Facilities, excepting those claims, demands, actions, suits, losses, liabilities, expenses and costs arising from the negligent or intentional acts of the District, its employees, agents, officers and invitees.

The Non-Profit and Charter School shall further, jointly and severally, indemnify, hold harmless, and defend the District, its Board of Trustees, the members of its Board of Trustees, officers, employees and agents, individually and collectively, against and from any and all claims arising from any breach or default in the performance of any obligation on the individual or collective Charter School's part to be performed under the terms of this Agreement, and from all costs, attorneys' fees, and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon.

The District shall indemnify, hold harmless, and defend the Charter School, its directors, the members of its Board of Directors, officers, employees and agents, individually and collectively, against and from any and all claims, demands, actions, suits, losses, liabilities, expenses and costs for any injury, death or damage to any person or property arising from the District's conduct of business at the Site, excepting those claims, demands, actions, suits, losses, liabilities, expenses and costs arising from the negligent or intentional acts of the Charter School, their employees, agents, officers and invitees.

The District shall further indemnify, hold harmless, and defend the Charter School, its directors, the members of its Board of Directors, officers, employees and agents, individually and collectively, against and from any and all claims arising from any breach or default in the performance of any obligation on the District's part to be performed under the terms of this Agreement, and from all costs, attorneys' fees, and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon.

Upon becoming aware of any casualty or accident in or on the Facilities, each Party to this Agreement shall give prompt written notice thereof to the other Party.

In the event of a third party claim or potential claim covered by these provisions, the Parties agree to take all steps reasonable or necessary to cooperate in defending and protecting their joint interests, and in expediting all reasonable or necessary efforts to gain coverage for the Parties under any liability policy or indemnity agreement issued in favor of the Non-Profit, including indemnity rights or agreements existing in contracts between the Non-Profit and any third party (such as contract with a supplier of goods or services), and further including efforts to reduce defense costs (through joint representation whenever possible), expenses and potential liability exposures.

17. Insurance. In addition to all such insurance coverage required pursuant to the terms of the Operational Memorandum of Understanding ("MOU") entered into by and between the Parties, the Charter School shall, at all times during the term of this Agreement, and at its own cost and expense, procure and continue in force the following insurance coverage: Bodily Injury and Property Damage Liability insurance with a combined single limit for bodily injury and property damage of not less than One Million Dollars ($1,000,000) per occurrence and Five Million Dollars ($5,000,000) annual aggregate combined single limit ("CSL"). Such minimum limits of policies shall in no event limit the liability of the Charter School hereunder. Such insurance shall name the District as an additional insured. The Charter School may satisfy the insurance coverage

requirements in this Agreement through participation in the California Charter School Association's Joint Powers Authority ("CCSAJPA") insurance program, provided that the limits of coverage provided through CCSAJPA must be equal to or great in its coverage than the coverage required in this Agreement. Insurance, unless obtained through CCSAJPA, shall be with companies having a rating of not less than A- in "Best's Insurance Guide". The Charter School shall furnish from the insurer or cause the insurer to furnish certificates of coverage to the District. No such policy shall be cancelable or subject to reduction of coverage or other modification or cancellation except after thirty (30) days prior written notice to the District by the insurer and with the consent of the District thereto.

In the event of property damage or personal injury caused by the Charter School, its officers, employees or agents, all such policies, including but not limited to coverage obtained through CCSAJPA, shall be considered primary policies not contributing with and not in excess of the coverage that the District must carry. In the event property damage or personal injury is caused by the District, its officers, employees or agents, or any unaffiliated third party, the Charter School policies shall be secondary and in excess of the coverage that the District may carry. The Charter School shall, at least twenty (20) days prior to the expiration of such policies, furnish the District with renewals or binders. The Charter School agrees that if the Charter School does not take out and maintain such insurance, then the District may (but shall not be required to) procure said insurance on the Charter School's behalf and charge the Charter School the premiums together with a 15% handling charge, payable upon demand.

The Charter School shall have the right to provide such insurance coverage pursuant to blanket policies obtained by the Charter School provided such blanket policies expressly afford coverage to the Facilities and to the Charter School as required by this Agreement.

During the term of this Agreement, the District shall continue to maintain insurance against claims for injuries to persons or damages to property (real and personal, including any personal property of the District in amounts equal to that maintained by the District prior to the Charter School's occupancy.

18. Damage to or Destruction of School Site. The cost of restoring the Facilities under this Section shall be borne by the Non-Profit if the cause of the casualty is the negligence or intentional act of the Charter School, its employees, agents, students or invitees. The cost of restoring the Facilities under this Section shall be borne by the District if the cause of the casualty is the negligence or intentional act of the District, its employees, agents, or invitees. The Parties shall tender the cost of restoring the Facilities to their respective insurance carriers if the casualty is caused by a third party, natural events, acts of God, or any other non-human causes.

If the Facilities are damaged by any casualty which is covered under fire and extended coverage insurance carried by District, then District may restore such damage provided insurance proceeds are available to pay eighty percent (80%) or more of the cost of restoration and provided such restoration can be completed within ninety (90) days after

the commencement of the work in the opinion of a registered architect or engineer appointed by District. In such event, this Agreement shall continue in full force and effect, except that Charter School shall be entitled to a proportionate reduction of use payments while such restoration takes place, such proportionate reduction to be based upon the extent to which the restoration efforts interfere with Charter School's business in the Facilities. The District shall provide the Charter School alternative space in the District for any part of the Charter School's program that is displaced by the partial damage and/or the repair work of the same. If the Charter School secures alternative space, the Charter School shall be entitled to the proportionate reduction in use payments while such restoration takes place.

If the Facilities are totally destroyed (defined as the destruction of more than fifty percent (50%) of the usable classroom space) or the Facilities cannot be restored as required herein under applicable laws and regulations, notwithstanding the availability of insurance proceeds, then this Agreement shall be terminated effective the date of the damage. Immediately upon the effective date of the damage, the District must provide a reasonably equivalent school facility to the Charter School as soon as reasonable so as to avoid any interruption in the educational program of the Charter School.

19. Liens and Encumbrances. Charter School shall keep the Facilities free from any liens or encumbrances arising out of any work performed, materials furnished or obligations incurred by or on behalf of Charter School. Notwithstanding anything stated herein to the contrary, if the Charter School fails to promptly release and remove any such lien or encumbrance, District, at its sole option, may immediately (but shall not be obligated to) take all action necessary to release and remove such lien or encumbrance, without any duty to investigate the validity thereof, and all sums, costs and expenses, including reasonable attorneys' fees and costs, incurred by District in connection with such lien or encumbrance shall be immediately due and payable by Charter School.

20. Holding Over. Charter School shall not remain in possession of the Facilities or any part thereof after the expiration of this Agreement or after termination thereof without the express written consent of District. Notwithstanding the foregoing, if the Charter School holds over, the Charter School shall pay the District the monthly fair market value for use of the Facilities, which amount shall be calculated and assessed at the time of the holdover, plus all other charges payable required by this Agreement. Any holdover by Charter School requires the Charter School to comply with all terms of this Agreement. A holdover by the Charter School shall not trigger any additional term. The District shall have the right to remove the Charter School at any time after the expiration of the Term or termination of this Agreement.

21. Assignment and Sublicensing. The Charter School may not assign its rights under this Agreement or sublicense any portion of the Facilities without the prior written consent of the District.

22. Rules, Regulations and Law. The Charter School and the Charter School's agents, employees, students, visitors and invitees shall observe and comply fully and faithfully

with all reasonable and nondiscriminatory policies, rules, and regulations adopted by the District for the care, protection, cleanliness, and operation of the Facilities, and the Facilities' furnishings and equipment, and shall comply with all applicable laws. The District will provide the Charter School with copies of the relevant written custodial and maintenance policies. The District will provide any such written policies that are amended during the term of the Agreement.

23. Default by Charter School or Non-Profit. The occurrence of any one or more of the following events shall constitute a default and material breach of this Agreement by Charter School or the Non-Profit:

a. The failure by Non-Profit to utilize the Facilities for the sole purpose of operating the Charter School, and activities reasonably related thereto.

b. The failure by Charter School to make timely payments required under this Agreement.

c. The failure by Non-Profit or the Charter School to observe or perform any of the material express covenants, conditions or provisions of this Agreement.

d. The revocation or non-renewal of the Charter School's charter. Notwithstanding the foregoing, this Agreement shall not be terminated pursuant to this provision provided that the Charter School continues to operate in accordance with the terms of this Agreement and is diligently pursuing a statutory or judicial appeal of the revocation or nonrenewal of its charter. In the instance of a default pursuant to this Subsection (d), the District may impose the following remedy: The Facilities allocated to the Charter School shall revert back to District possession and use.

In the event of any default or material breach, as described in Subsection (a) or (b), the District may, but shall not be obligated to, terminate this Agreement and the Charter School's right to possession of the Facilities upon fifteen (15) days written notice therefore to the Charter School if the default is not cured within the fifteen (15) day period. In the event of any other material default or breach by the Charter School, the District may, but shall not be obligated to, terminate this Agreement and the Charter School's right to possession of the Facilities upon thirty (30) days written notice thereof to the Charter School if the default is not cured within the thirty (30) day period. If the nature of the default is such that the same cannot reasonably be cured within said thirty (30) day period, the Charter School shall not be in default if the Charter School shall within such thirty (30) day period commence such cure and thereafter, diligently prosecute the same to completion. In no event shall such period to cure exceed sixty (60) days.

Upon termination, District shall retain the right to recover from the Charter School, without limitation, any amounts due under this Agreement or applicable law. Unpaid fees due to the District pursuant to this Agreement shall bear interest from the date due at the maximum legal rate. In the event of termination by the District by reason of the

Charter School's default or breach of this Agreement, the District shall not be obligated to provide facilities to the Charter School pursuant to Proposition 39 for the remainder of that school year.

24. Waiver. The waiver by either Party of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of any charge hereunder by District or payment of any charge by the Charter School shall not be deemed to be a waiver of any preceding default by the Charter School or the District of any term, covenant or condition of this Agreement, other than the failure of the Charter School to pay the particular charge so accepted, regardless of the District's knowledge of such preceding default at the time of the acceptance of such charge.

25. Successors and Assigns. The covenants and conditions herein contained, subject to the provisions as to assignment, apply and bind the heirs, successors, executors, administrators and assigns of the Parties hereto.

26. Amendment. No provision of this Agreement may be amended or modified except by an agreement in writing signed by the Parties hereto.

27. Construction. Each of the Parties acknowledges and agrees that this Agreement is to be construed as a whole according to its fair meaning and not in favor of nor against any of the Parties as draftsman or otherwise.

28. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California applicable to instruments, persons, transactions and subject matter which have legal contacts and relationships exclusively within the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for Sutter County, subject to any motion for transfer of venue.

29. Severability. If any provision or any part of this Agreement is for any reason held to be invalid, unenforceable or contrary to public policy, law, or statute and/or ordinance, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.

30. Prevailing Authority. In the event of a conflict between the law and the terms of this Agreement, the law shall prevail, and any such conflicting terms shall be severed from this Agreement and nullified. In the event of a conflict between the terms of the Charter and the terms of this Agreement, the terms of this Agreement shall prevail. The Parties shall meet and confer to determine how to correct any conflicts so this Agreement complies with the Charter.

31. No Admission. Except as expressly agreed herein, nothing contained herein shall constitute an admission of fact or law.

32. Binding Obligation. The Non-Profit expressly agrees that this Agreement is a binding obligation on the Non-Profit and the Charter School and the District agrees that this Agreement is a binding obligation on the District.

33. Prior Agreements. This Agreement contains all of the agreements of the Parties hereto with respect to any matter covered or mentioned in this Agreement, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose.

34. Subject to Approval by Governing Board. This Agreement shall become effective upon ratification by the District's Governing Board.

35. Notices. All notices and demands that may be or are to be required or permitted to be given by either Party to the other hereunder shall be in writing. All notices and demands by the District to the Non-Profit or the Charter School shall be sent by United States Mail, postage prepaid, addressed to the Non-Profit or the Charter School at the address set forth below. All notices and demands by the Non-Profit and/or the Charter School to the District shall be sent by United States Mail, postage prepaid, addressed to the District at the address set forth below.

To the District:

Winship-Robbins Elementary School District
Attn: Superintendent
17451 Pepper Street
Robbins, CA 95676

To Non-Profit or Charter School:

Feather River Charter
Attn: Jenell Sherman
4305 South Meridian Road
Meridian, CA 95957

36. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original of the Agreement. Signatures transmitted via facsimile or portable document format ("pdf") to other Parties to this Agreement shall be deemed equivalent to original signatures on counterparts.

37. Warranty of Authority. Each of the persons signing this Agreement represents and warrants that such person has been duly authorized to sign this Agreement on behalf of the Party indicated, and each of the Parties by signing this Agreement warrants and represents that such Party is legally authorized and entitled to enter into this Agreement.

Non-Profit and Charter School	Winship-Robbins Elementary School District
By: _____ Jenell Sherman, Executive Director	By: _____ Dawn Carl, Superintendent
Date: _____	Date: _____

Approved and ratified this _____ day of _____, 2022, by the Board of Trustees of the Winship-Robbins Elementary School District by the following vote:

AYES: _____

NOES: _____

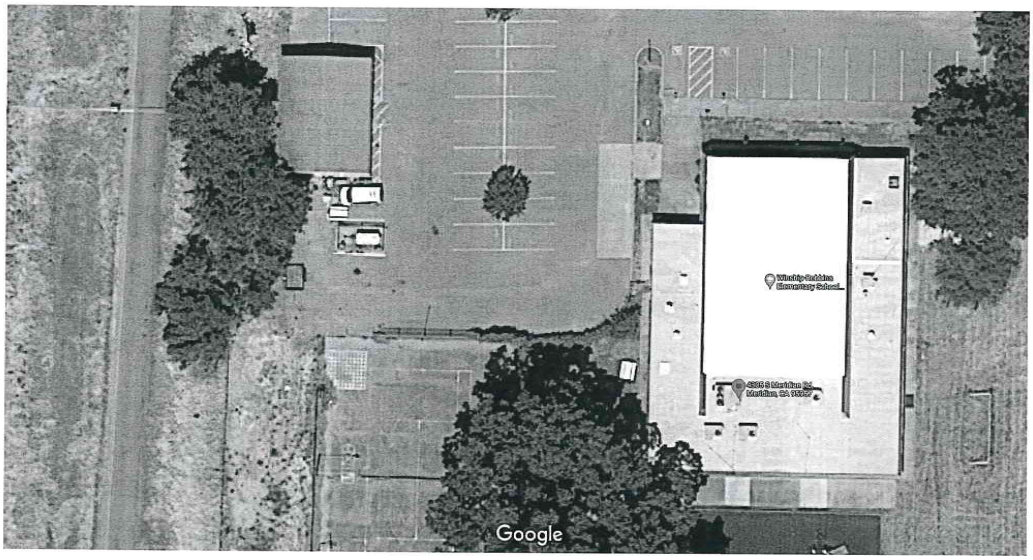
Abstentions: _____

_____
Secretary to the Board of Trustees

Exhibit A

Facilities

Google Maps 4305 S Meridian Rd



Map data ©2021 , Map data ©2021 20 ft

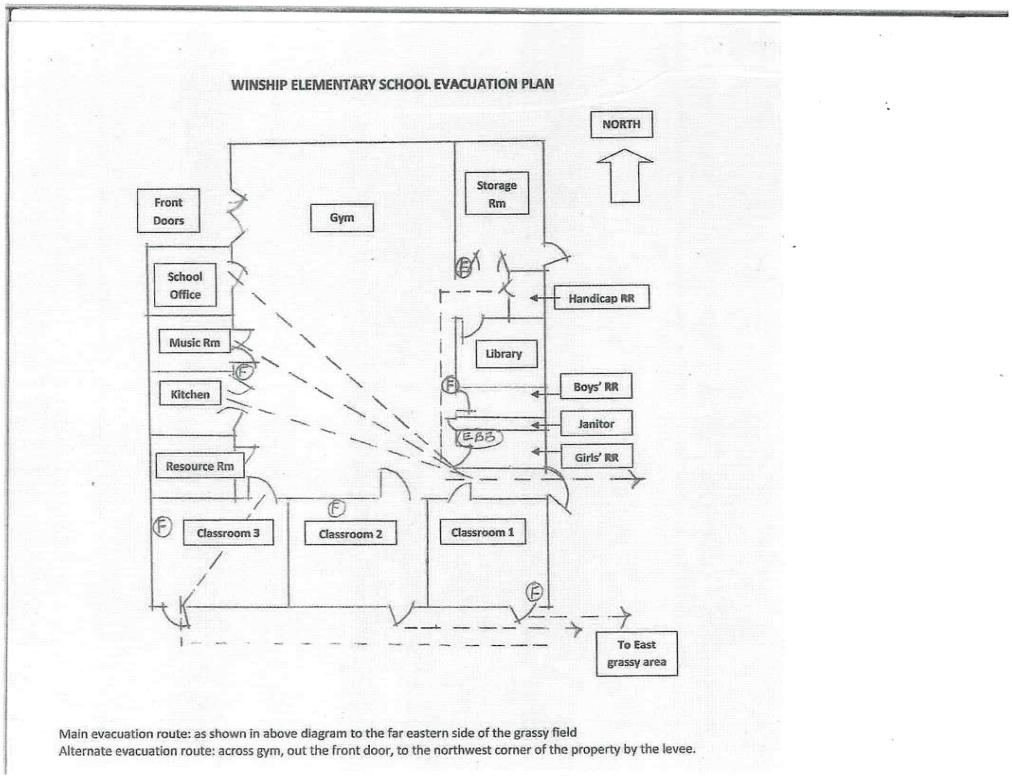


Exhibit B

No Inventory

Coversheet

Animals at School Policy

Section: III. Operations
Item: E. Animals at School Policy
Purpose: Vote
Submitted by:
Related Material: Animals at School Policy_-_Feather_River.pdf

BACKGROUND:
The purpose this Animals at School Policy is to accomplish the following in accordance with Administrative Regulation 6163.2:

- Establish Use of Animals for Instructional Purposes. Animals can be effective teaching aids to students and by assisting individuals with disabilities to access school programs and activities
- Establish Use of Service Animals by Individuals with Disabilities
- Executive Director or designee shall develop rules and procedures to ensure that when animals are brought to school, the health, safety, and welfare of students, staff, and the animals are protected

RECOMMENDATION:
Recommended for Board approval.

Animals at School Policy

The Feather River Charter School Governing Board recognizes that animals can contribute to Feather River Charter School's instructional program by being effective teaching aids to studentsand by assisting individuals with disabilities to access school programs and activities. In addition, instruction related to the care and treatment of animals teaches students a sense of responsibility and promotes the humane treatment of living creatures.

The Executive Director or designee shall develop rules and procedures to ensure that when animals are brought to school, the health, safety, and welfare of students, staff, and the animals are protected. However, the school assumes no liability for the safety of animals allowed on school property.

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

1. Establish Use of Animals for Instructional Purposes
2. Establish Use of Service Animals by Individuals with Disabilities

1. Use of Animals for Instructional Purposes

Before any student or employee brings an animal to school for an instructional purpose, he/she shall receive written permission from the Executive Director or designee. The Executive Director or designee shall give such permission only after he/she has provided written notification to all parents/guardians of students in the affected class, asking them to verify whether their child has any known allergies, asthma, or other health condition that may be aggravated by the animal's presence. When a parent/guardian has provided notification that his/her child has an allergy, asthma, or other health condition that may be aggravated by the animal, the Executive Director shall take appropriate measures to protect the student from exposure to the animal.

All animals brought to school must be in good physical condition and must be appropriately immunized. The teacher shall ensure that the species of animal is appropriate for the instructional purpose and age and maturity of the students.

All animals brought to school shall be adequately fed, effectively controlled, humanely treated, and properly housed in cages or containers suitable for the species. The teacher shall ensure that cages and containers are cleaned regularly and that waste materials are removed and disposed of in an appropriate manner.

The teacher shall ensure that students receive instructions regarding the proper handling ofand personal hygiene around animals.

Except for service animals, as defined below, all animals are prohibited on schooltransportation services. (Education Code 39839; 13 CCR 1216)

2. Use of Service Animals by Individuals with Disabilities

For an individual with a disability, service animal means any dog that is individually trained to do work or perform tasks related to the individual's disability and for his/her benefit. For example, for an individual who is blind or has low vision, a service animal would mean a dogthat helps him/her with vision, navigation, and other tasks; for an individual who is deaf or hard of hearing, a service animal would mean a dog that alerts him/her to the presence of people or sounds; and for an individual with psychiatric or neurological disabilities, a serviceanimal would mean a dog that assists him/her by preventing or interrupting impulsive or destructive behaviors. (28 CFR 35.104)

Individuals with disabilities may be accompanied on school premises and on school transportation by service animals, including specially trained guide dogs, signal dogs, orservice dogs. (Education Code 39839; Civil Code 54.2; 28 CFR 35.136)

The Executive Director or designee may permit the use of a miniature horse as a serviceanimal when the horse has been individually trained to do work or perform tasks for the benefit of an individual with a disability, provided that: (28 CFR 35.136)

1. The district's facility can accommodate the type, size, and weight of the horse.
2. The individual has sufficient control of the horse.
3. The horse is housebroken.
4. The horse's presence in the specific facility does not compromise legitimate safetyrequirements of the facility.

The Executive Director or designee may ask any individual with a disability to remove his/her service animal from school premises or transportation if the animal is out of control and the individual does not take effective action to control it or the animal is not housebroken. When an individual's service animal is excluded, he/she shall be given an opportunity to participate in the service, program, or activity without having the service animal present. (Education Code 39839; Civil Code 54.2; 28 CFR 35.136)

Coversheet

Safe Return to In-Person Instruction Plan

Section: III. Operations
Item: F. Safe Return to In-Person Instruction Plan
Purpose: FYI
Submitted by:
Related Material: COVID 19 Model Prevention Program, FRCSv.1 (1).pdf
returnplantemplate (1).pdf

BACKGROUND:
The Interim Final Requirements issued by U.S. Department of Education outlines several requirements for all LEAs that receive ESSER III funds, including that LEAs have in place a plan for ensuring safety during in-person
instruction (either in-progress or planned) as well as ensuring continuity of services
should the LEA be required to close temporarily for COVID-19-related public health reasons in the future.
This template has been created to assist LEAs in the creation of these plans and to
ensure all required elements are met.

COVID-19 Prevention Program (CPP) for Feather River Charter School

This CPP is designed to control exposures to the SARS-CoV-2 virus that may occur in our workplace.

Date: January 22, 2021

Authority and Responsibility

Jenell Sherman has overall authority and responsibility for implementing the provisions of this CPP in our workplace. In addition, all certificated and classified employees are responsible for implementing and maintaining the CPP in their assigned work areas.

All employees are responsible for using safe work practices, following all directives, policies and procedures, and assisting in maintaining a safe work environment.

Identification and Evaluation of COVID-19 Hazards

We will implement the following in our workplace:

- Conduct workplace-specific evaluations using the **Appendix A: Identification of COVID-19 Hazards** form.
- Evaluate employees' potential workplace exposures to all persons at, or who may enter, our workplace.
- Review applicable orders and general and industry-specific guidance from the State of California, Cal/OSHA, and the local health department related to COVID-19 hazards and prevention.
- Evaluate existing COVID-19 prevention controls in our workplace and the need for different or additional controls.
- Conduct periodic inspections using the **Appendix B: COVID-19 Inspections form** as needed to identify unhealthy conditions, work practices, and work procedures related to COVID-19 and to ensure compliance with our COVID-19 policies and procedures.

Employee participation

Employees and their authorized employees' representatives are encouraged to participate in the identification and evaluation of COVID-19 hazards by attending mandatory training offered by county or state agencies or representatives. All employees must complete this training to its completion and provide evidence that such training has been accomplished.

Family Education

Families will view the COVID-19 Reopening Plan on the school's website and receive a letter from administration with COVID-19 related safety plans for both students and staff.

Employee Screening

We screen our employees by directly screening employees when they come to work, and having them self-screen according to CDPH guidelines prior to leaving for work. We ensure that face coverings are used during screening by both screeners and employees and we measure temperatures with a non-contact thermometer.

Student Screening

Students will have their temperature checked at the front of the school, and/or at the staff parking lot entrance. There will be spaces marked for students to wait to be checked in order to maintain social distancing. If they have a fever of 100.4 F or higher, they will not be allowed

to attend school that day. If their parent is not on campus, the student will go to the isolation area and parent/guardian will be contacted for immediate pick up.

Correction of COVID-19 Hazards

Unsafe or unhealthy work conditions, practices or procedures will be documented on the **Appendix B: COVID-19 Inspections** form, and corrected in a timely manner based on the severity of the hazards, as follows:

Commonly used areas such as restrooms, staff rooms, dining areas, and recreation areas will be cleaned and disinfected immediately after use. Cleaning and disinfecting materials will be accessible at all areas used by staff. The onsite custodian (if available) will perform such duties. If one is not available, it is the responsibility of the staff member to perform the duty of disinfecting the area(s) used.

Control of COVID-19 Hazards

Physical Distancing

Where possible, we ensure at least six feet of physical distancing at all times in our workplace by:

- Reducing the number of persons in an area at one time, including visitors.
- Visual cues such as signs and floor markings to indicate where employees and others should be located or their direction and path of travel.
- Staggered break times.
- Reference section **3205**(c)(6) for details

Individuals will be kept as far apart as possible when there are situations where six feet of physical distancing cannot be achieved.

Entrance, Egress and Movement Within the School

- Students will enter and will be separated at least 6 feet apart and wearing masks.
- Students will have their temperature checked at the front of the school, and/or at the staff parking lot entrance. There will be spaces marked for students to wait to be checked in order to maintain social distancing. If they have a fever of 100.4 F or higher, they will not be allowed to attend school that day. If their parent is not at the resource center, the student will go to the isolation area and parent/guardian will be contacted for immediate pick up.
- Students will have recess outdoors (weather permitting) with their cohort peers. Students will be supervised and reminded to maintain social distancing.
- Playground equipment (balls, ropes, etc.) will be sanitized after each recess.
- Playground structures will be sanitized after each recess.
- Students will use hand sanitizer or wash their hands immediately before and after recess.
- Drinking water stations will not be accessible (water bottles can be filled).
- Resource center access will be limited to staff, students, and parents/guardians on official business ONLY. (No volunteers and visitors on campus.)

Face Coverings

We provide clean, undamaged face coverings and ensure they are properly worn by employees over the nose and mouth when indoors, and when outdoors and less than six feet away from another person, including non-employees, and where required by orders from the California Department of Public Health (CDPH) or local health department. If a student or staff member is in need of a face covering, WCS will provide one. In case of loss, a replacement

face cover will be available.

STAFF:

All staff must use face coverings in accordance with CDPH guidelines unless Cal/OSHA standards require respiratory protection. If a staff member encounters a colleague not using a face covering, they are encouraged to remind their colleague of the practice of wearing face coverings. If a staff member does not feel comfortable confronting his/her colleague or the colleague refuses to adhere to the policy, he/she may report the incident to the supervisor on site.

The following are exceptions to the use of face coverings in our workplace:

- When an employee is alone in a room.
- While eating and drinking at the workplace, provided employees are at least six feet apart and outside air supply to the area, if indoors, has been maximized to the extent possible.
- Employees who cannot wear face coverings due to a medical or mental health condition or disability, or who are hearing-impaired or communicating with a hearing-impaired person. Alternatives will be considered on a case-by-case basis.
- Persons exempted from wearing a face covering due to a medical condition, as confirmed by school district health team and therapists, must wear a non-restrictive alternative, such as a face shield with a drape on the bottom edge, as long as their condition permits it.
- In limited situations where a face covering cannot be used for pedagogical or developmental reasons, (e.g., communicating or assisting young children or those with special needs) a face shield with a drape (per CDPH guidelines) can be used instead of a face covering while in the classroom as long as the wearer maintains physical distance from others. Staff must return to wearing a face covering outside of the classroom.
- Workers or other persons handling or serving food must use gloves in addition to face coverings.
- Employers should consider where disposable glove use may be helpful to supplement frequent handwashing or use of hand sanitizer; examples are for workers who are screening others for symptoms or handling commonly touched items.

Any employee not wearing a face covering, face shield with a drape or other effective alternative, or respiratory protection, for any reason, shall be at least six feet apart from all other persons unless the unmasked employee is tested at least twice weekly for COVID-19.

STUDENTS:

Students and staff will be frequently reminded not to touch the face covering and to wash their hands frequently.

Students in all grade levels K-8 are required to wear face coverings at all times, while at school, unless exempted. A cloth face covering or face shield should be removed for meals, snacks, naptime, or when it needs to be replaced. When a cloth face covering is temporarily removed, it should be placed in a clean, safe area, clearly marked with the student's name and date, until it needs to be put on again.

In order to comply with this guidance, schools must exclude students from campus if they are not exempt from wearing a face covering under CDPH guidelines and refuse to wear one provided by the school.

Face covering policies apply on school buses and any vehicle affiliated with the LEA used to transport students, staff, or teachers to and/or from a school site.

Engineering controls

We implement the following measures for situations where we cannot maintain at least six feet

between individuals: Staff members will always have the benefit of at least six feet from another staff member. If not, staff members will always wear face coverings.

We maximize, to the extent feasible, the quantity of outside air for our buildings with mechanical or natural ventilation systems by:

- Heating and air systems will be checked properly by professionals if there appears to be a malfunction.
- Ventilation systems will have filters replaced periodically in order to maintain a clean flow of filtered air.

Cleaning and disinfecting

We implement the following cleaning and disinfection measures for frequently touched surfaces:

- Adequate and appropriate state approved supplies are provided to the staff for the cleaning and disinfecting of commonly used areas. A custodian will clean and disinfect the commonly used areas immediately after use.
- Signs are located in all commonly used areas reminding staff to properly disinfect the area they used or to inform custodial staff.
- Frequently-touched surfaces at school will be cleaned daily
- Outdoor playgrounds/natural play areas only need routine maintenance. Children will wash or sanitize their hands before and after using these spaces .
    - Note: When hand hygiene is emphasized, cleaning of outdoor structures play is not required between cohorts.

Should we have a COVID-19 case in our workplace, we will implement the following procedures:

Should a COVID-19 case occur in our workplace, the custodial staff will immediately disinfect all areas in which the case was present. They will wear proper protection equipment (gloves, face covering, etc), and all staff, students, and personnel will be kept at a distance from said area(s).

Shared tools, equipment and personal protective equipment (PPE)

PPE must not be shared, e.g., gloves, goggles and face shields.

Items that employees come in regular physical contact with, such as phones, headsets, desks, keyboards, writing materials, instruments and tools must also not be shared, to the extent feasible. Where there must be sharing, the items will be disinfected between uses by our custodial staff or staff member in charge by using the cleaning materials provided. This will be done immediately after use of the equipment.

Hand sanitizing

In order to implement effective hand sanitizing procedures, we:

- Provide sanitary handwashing facilities.
- Provide hand sanitizer in all classrooms or commonly used areas.
- Encouraging and allowing time for employee handwashing.
- Providing employees with an effective hand sanitizer, and prohibit hand sanitizers that contain methanol (i.e. methyl alcohol).
- Encouraging employees to wash their hands for at least 20 seconds each time.

Personal protective equipment (PPE) used to control employees' exposure to COVID-19

We evaluate the need for PPE (such as gloves, goggles, and face shields) as required by CCR Title 8, section 3380, and provide such PPE as needed.

When it comes to respiratory protection, we evaluate the need in accordance with CCR Title 8 section 5144 when the physical distancing requirements are not feasible or maintained. **[see**

section 3205(c)(E) of the Department of Industrial Relations for details on required respirator and eye protection use.]

Actions to take if there is a confirmed or suspected case of COVID-19 in a school			
	Student or Staff with:	**Action**	**Communication with school community**
1.	COVID-19 symptoms (e.g., fever, cough, loss of taste or smell, difficulty breathing) Symptom screening: per CDC Symptom of COVID-19.	• Send home if at school. • Recommend testing (If positive, see #3, if negative, see #4). • School/classroom remain open.	• No action needed.
2.	Close contact **(†)** with a confirmed COVID-19 case.	• Send home if at school. • Exclude from school for 10 days from last exposure, per CDPH quarantine recommendations. • Recommend testing 5-7 days from last exposure (but will not shorten 10-day exclusion if negative). • School/classroom remain open.	• Consider school community notification of a known exposure. No action needed if exposure did not happen in school setting.
3.	Confirmed COVID- 19 case infection.	• Notify the LHD. • Exclude from school for 10 days from symptom onset date or, if asymptomatic, for 10 days from specimen collection date. • Identify school contacts **(†)**, inform the LHD of identified contacts, and exclude contacts (possibly the entire stable group **(††)**) from school for 10 days after the last date the case was present at school while infectious. • Recommend testing asymptomatic contacts 5-7 days from last exposure and immediate testing of symptomatic contacts (negative test results will not shorten 10-	• School community notification of a known case. • Notification of persons with potential exposure if case was present in school while infectious

		day exclusion). • Disinfection and cleaning of classroom and primary spaces where case spent significant time. • School remains open.	
4.	Symptomatic person tests negative or a healthcare provider has provided documentation that the symptoms are typical of their underlying chronic condition.	• May return to school after 24 hours have passed without fever and symptoms have started improving. • School/classroom remain open.	• Consider school community notification if prior awareness of testing.

(†) A contact is defined as a person who is within 6 feet from a case for more than 15 minutes cumulative within a 24-hour period, regardless of face coverings. In some school situations, it may be difficult to determine whether individuals have met this criterion and an entire stable group, classroom, or other group may need to be considered exposed, particularly if people have spent time together indoors.

Investigating and Responding to COVID-19 Cases

This will be accomplished by using the **Appendix C: Investigating COVID-19 Cases** form.

Employees who had potential COVID-19 exposure in our workplace will be:

- Offered COVID-19 testing at no cost during their working hours.
- The information on benefits described in Training and Instruction, and Exclusion of COVID-19 Cases, below, will be provided to them.

System for Communicating

Our goal is to ensure that we have effective two-way communication with our employees, in a form they can readily understand, and that it includes the following information:

- If an employee is experiencing COVID-19 symptoms, they will immediately report it to their site supervisor
- That employees can report symptoms and hazards without fear of reprisal.
- Our procedures or policies for accommodating employees with medical or other conditions that put them at increased risk of severe COVID-19 illness.
- Employees will be encouraged to take COVID-19 test to ensure that the virus is not brought back to the workplace.
- In the event we are required to provide testing because of a workplace exposure or outbreak, we will communicate the plan for providing testing and inform affected employees of the reason for the testing and the possible consequences of a positive test.
- Information about COVID-19 hazards employees (including other employers and individuals in contact with our workplace) may be exposed to, what is being done to control those hazards, and our COVID-19 policies and procedures.
- If there is a positive

Training and Instruction

We will provide effective training and instruction that includes:

- Our COVID-19 policies and procedures to protect employees from COVID-19 hazards.
- Information regarding COVID-19-related benefits to which the employee may be entitled under applicable federal, state, or local laws.
- The fact that:
  - COVID-19 is an infectious disease that can be spread through the air.
  - COVID-19 may be transmitted when a person touches a contaminated object and then touches their eyes, nose, or mouth.
  - An infectious person may have no symptoms.
- Methods of physical distancing of at least six feet and the importance of combining physical distancing with the wearing of face coverings.
- The fact that particles containing the virus can travel more than six feet, especially indoors, so physical distancing must be combined with other controls, including face coverings and hand hygiene, to be effective.
- The importance of frequent hand washing with soap and water for at least 20 seconds and using hand sanitizer when employees do not have immediate access to a sink or hand washing facility, and that hand sanitizer does not work if the hands are soiled.
- Proper use of face coverings and the fact that face coverings are not respiratory protective equipment - face coverings are intended to primarily protect other individuals from the wearer of the face covering.
- COVID-19 symptoms, and the importance of obtaining a COVID-19 test and not coming to work if the employee has COVID-19 symptoms.

Appendix D: COVID-19 Training Roster will be used to document this training.

Exclusion of COVID-19 Cases

Where we have a COVID-19 case in our workplace, we will limit transmission by:

- Ensuring that COVID-19 cases are excluded from the workplace until our return-to-work requirements are met.
- Excluding employees with COVID-19 exposure from the workplace for 14 days after the last known COVID-19 exposure to a COVID-19 case.
- Continuing and maintaining an employee's earnings, seniority, and all other employee rights and benefits whenever we've demonstrated that the COVID-19 exposure is work related.
- Providing employees at the time of exclusion with information on available benefits.

Reporting, Recordkeeping, and Access

It is our policy to:

- Report information about COVID-19 cases at our workplace to the local health department whenever required by law, and provide any related information requested by the local health department.
- Report immediately to Cal/OSHA any COVID-19-related serious illnesses or death, as defined under CCR Title 8 section 330(h), of an employee occurring in our place of employment or in connection with any employment.
- Maintain records of the steps taken to implement our written COVID-19 Prevention Program in accordance with CCR Title 8 section 3203(b).
- Make our written COVID-19 Prevention Program available at the workplace to employees, authorized employee representatives, and to representatives of Cal/OSHA immediately upon request.

- Use the **Appendix C: Investigating COVID-19 Cases** form to keep a record of and track all COVID-19 cases. The information will be made available to employees, authorized employee representatives, or as otherwise required by law, with personal identifying information removed.

Return-to-Work Criteria

- COVID-19 cases with COVID-19 symptoms will not return to work until all the following have occurred:
  - At least 24 hours have passed since a fever of 100.4 or higher has resolved without the use of fever-reducing medications.
  - COVID-19 symptoms have improved.
  - At least 10 days have passed since COVID-19 symptoms first appeared.
- COVID-19 cases who tested positive but never developed COVID-19 symptoms will not return to work until a minimum of 10 days have passed since the date of specimen collection of their first positive COVID-19 test.
- A negative COVID-19 test will not be required for an employee to return to work.
- If an order to isolate or quarantine an employee is issued by a local or state health official, the employee will not return to work until the period of isolation or quarantine is completed or the order is lifted. If no period was specified, then the period will be 10 days from the time the order to isolate was effective, or 14 days from the time the order to quarantine was effective.

_____

_____ Date: _____

Appendix A: Identification of COVID-19 Hazards

All persons, regardless of symptoms or negative COVID-19 test results, will be considered potentially infectious. Particular attention will be paid to areas where people may congregate or come in contact with one another, regardless of whether employees are performing an assigned work task or not. For example: meetings, entrances, bathrooms, hallways, aisles, walkways, elevators, break or eating areas, cool-down areas, and waiting areas.

Evaluation of potential workplace exposure will be to all persons at the workplace or who may enter the workplace, including coworkers, employees of other entities, members of the public, customers or clients, and independent contractors. We will consider how employees and other persons enter, leave, and travel through the workplace, in addition to addressing fixed work locations.

Person conducting the evaluation:

Date:

Name(s) of employee and authorized employee representative that participated:

Interaction, area, activity, work task, process, equipment and material that potentially exposes employees to COVID-19 hazards	**Places and times**	**Potential for COVID-19 exposures and employees affected, including members of the public and employees of other employers**	**Existing and/or additional COVID-19 prevention controls, including barriers, partitions and ventilation**

Appendix B: COVID-19 Inspections

Date:

Name of person conducting the inspection:

Work location evaluated: **Feather River Charter School (4305 South Meridian Rdl, Meridian, CA 95957)**

Exposure Controls	Status	Person Assigned to Correct	Date Corrected
Engineering			
Barriers/partitions			
Ventilation (amount of fresh air and filtration maximized)			
Additional room air filtration			
Administrative			
Physical distancing			
Surface cleaning and disinfection (frequently enough and adequate supplies)			
Hand washing facilities (adequate numbers and supplies)			
Disinfecting and hand sanitizing solutions being used according to manufacturer instructions			
PPE (not shared, available and being worn)			
Face coverings (cleaned sufficiently often)			
Gloves			
Face shields/goggles			
Respiratory protection			

Appendix C: Investigating COVID-19 Cases

All personal identifying information of COVID-19 cases or symptoms will be kept confidential. All COVID-19 testing or related medical services provided by us will be provided in a manner that ensures the confidentiality of employees, with the exception of unredacted information on COVID-19 cases that will be provided immediately upon request to the local health department, CDPH, Cal/OSHA, the National Institute for Occupational Safety and Health (NIOSH), or as otherwise required by law.

All employees' medical records will also be kept confidential and not disclosed or reported without the employee's express written consent to any person within or outside the workplace, with the following exceptions: (1) Unredacted medical records provided to the local health department, CDPH, Cal/OSHA, NIOSH, or as otherwise required by law immediately upon request; and (2) Records that do not contain individually identifiable medical information or from which individually identifiable medical information has been removed.

Date:

Name of person conducting the investigation:

Employee (or non-employee*) name:		**Occupation (if non-employee, why they were in the workplace):**	
Location where employee worked (or non-employee was present in the workplace):		**Date investigation was initiated:**	
Was COVID-19 test offered?		**Name(s) of staff involved in the investigation:**	
Date and time the COVID-19 case was last present in the workplace:		**Date of the positive or negative test and/or diagnosis:**	
Date the case first had one or more COVID-19 symptoms:		**Information received regarding COVID-19 test results and onset of symptoms (attach documentation):**	

Results of the evaluation of the COVID-19 case and all locations at the workplace that may have been visited by the COVID-19 case during the high-risk exposure period, and who may have been exposed (attach additional information):	

<table>
<tr><td colspan="4">Notice given (within one business day, in a way that does not reveal any personal identifying information of the COVID-19 case) of the potential COVID-19 exposure to:</td></tr>
<tr><td rowspan="2">All employees who may have had COVID-19 exposure and their authorized representatives.</td><td>Date:</td><td colspan="2"></td></tr>
<tr><td>Names of employees that were notified:</td><td colspan="2"></td></tr>
<tr><td rowspan="2">Independent contractors and other employers present at the workplace during the high-risk exposure period.</td><td>Date:</td><td colspan="2"></td></tr>
<tr><td>Names of individuals that were notified:</td><td colspan="2"></td></tr>
<tr><td>What were the workplace conditions that could have contributed to the risk of COVID-19 exposure?</td><td></td><td>What could be done to reduce exposure to COVID-19?</td><td></td></tr>
<tr><td>Was local health department notified?</td><td></td><td>Date:</td><td></td></tr>
</table>

*Should an employer be made aware of a non-employee infection source COVID-19 status.

Appendix D: COVID-19 Training Roster

Date:

Person that conducted the training:

Employee Name	Signature

Additional Consideration #1

Multiple COVID-19 Infections and COVID-19 Outbreaks

This section of CPP will stay in effect until there are no new COVID-19 cases detected in our workplace for a 14-day period.

COVID-19 testing

- We will provide COVID-19 testing to all employees in our exposed workplace except for employees who were not present during the period of an outbreak identified by a local health department or the relevant 14-day period. COVID-19 testing will be provided at no cost to employees during employees' working hours.
- COVID-19 testing consists of the following:
  - All employees in our exposed workplace will be immediately tested and then tested again one week later. Negative COVID-19 test results of employees with COVID-19 exposure will not impact the duration of any quarantine period required by, or orders issued by, the local health department.
  - After the first two COVID-19 tests, we will continue to provide COVID-19 testing of employees who remain at the workplace at least once per week, or more frequently if recommended by the local health department, until there are no new COVID-19 cases detected in our workplace for a 14-day period.
  - We will provide additional testing when deemed necessary by Cal/OSHA.

Exclusion of COVID-19 cases

We will ensure COVID-19 cases and employees who had COVID-19 exposure are excluded from the workplace in accordance with our CPP **Exclusion of COVID-19 Cases** and **Return to Work Criteria** requirements, and local health officer orders if applicable.

Investigation of workplace COVID-19 illness

We will immediately investigate and determine possible workplace-related factors that contributed to the COVID-19 outbreak in accordance with our CPP **Investigating and Responding to COVID-19 Cases**.

COVID-19 investigation, review and hazard correction

In addition to our CPP **Identification and Evaluation of COVID-19 Hazards** and **Correction of COVID-19 Hazards**, we will immediately perform a review of potentially relevant COVID-19 policies, procedures, and controls and implement changes as needed to prevent further spread of COVID-19.

The investigation and review will be documented and include:

- Investigation of new or unabated COVID-19 hazards including:
  - Our leave policies and practices and whether employees are discouraged from remaining home when sick.
  - Our COVID-19 testing policies.
  - Insufficient outdoor air.
  - Insufficient air filtration.
  - Lack of physical distancing.
- Updating the review:
  - Every thirty days that the outbreak continues.
  - In response to new information or to new or previously unrecognized COVID-19 hazards.
  - When otherwise necessary.

- Implementing changes to reduce the transmission of COVID-19 based on the investigation and review. We will consider:
  - Moving indoor tasks outdoors or having them performed remotely.
  - Increasing outdoor air supply when work is done indoors.
  - Improving air filtration.
  - Increasing physical distancing as much as possible.
  - Respiratory protection.
  - [describe other applicable controls].

Notifications to the local health department

- Immediately, but no longer than 48 hours after learning of three or more COVID-19 cases in our workplace, we will contact the local health department for guidance on preventing the further spread of COVID-19 within the workplace.
- We will provide to the local health department the total number of COVID-19 cases and for each COVID-19 case, the name, contact information, occupation, workplace location, business address, the hospitalization and/or fatality status, and North American Industry Classification System code of the workplace of the COVID-19 case, and any other information requested by the local health department. We will continue to give notice to the local health department of any subsequent COVID-19 cases at our workplace.

Additional Consideration #2

Major COVID-19 Outbreaks

This section of CPP will stay in effect until there are no new COVID-19 cases detected in our workplace for a 14-day period.

COVID-19 testing

We will provide twice a week COVID-19 testing, or more frequently if recommended by the local health department, to all employees present at our exposed workplace during the relevant 30-day period(s) and who remain at the workplace. COVID-19 testing will be provided at no cost to employees during employees' working hours.

Exclusion of COVID-19 cases

We will ensure COVID-19 cases and employees with COVID-19 exposure are excluded from the workplace in accordance with our CPP **Exclusion of COVID-19 Cases** and **Return to Work Criteria,** and any relevant local health department orders.

Investigation of workplace COVID-19 illnesses

We will comply with the requirements of our CPP I**nvestigating and Responding to COVID-19 Cases**.

COVID-19 hazard correction

In addition to the requirements of our CPP **Correction of COVID-19 Hazards**, we will take the following actions:

- In buildings or structures with mechanical ventilation, we will filter recirculated air with Minimum Efficiency Reporting Value (MERV) 13 or higher efficiency filters if compatible with the ventilation system. If MERV-13 or higher filters are not compatible with the ventilation system, we will use filters with the highest compatible filtering efficiency. We will also evaluate whether portable or mounted High Efficiency Particulate Air (HEPA) filtration units, or other air cleaning systems would reduce the risk of transmission and implement their use to the degree feasible.
- We will determine the need for a respiratory protection program or changes to an existing respiratory protection program under CCR Title 8 section 5144 to address COVID-19 hazards.
- We will evaluate whether to halt some or all operations at our workplace until COVID-19 hazards have been corrected
- Implement any other control measures deemed necessary by Cal/OSHA.

Notifications to the local health department

We will comply with the requirements of our **Multiple COVID-19 Infections** and **COVID-19 Outbreaks-Notifications to the Local Health Department.**

California Department of Education
June 2021

American Rescue Plan Act
Elementary and Secondary School Relief Fund (ESSER III)
Safe Return to In-Person Instruction
Local Educational Agency Plan Template

Background on ESSER

The American Rescue Plan Act (ARP) signed into law on March 11, 2021, provided nearly $122 billion for the Elementary and Secondary School Relief Fund (ESSER). ARP ESSER, also known as ESSER III, funds are provided to State educational agencies in the same proportion as each State received under Title I-A of the Elementary and Secondary Education Act (ESEA) in fiscal year (FY) 2020. The U.S. Department of Education (ED) published Interim Final Requirements (IFR) on April 22, 2021 requiring Local Educational Agencies (LEAs) receiving ESSER III funds to submit an LEA Plan for the Safe Return to In-Person Instruction and Continuity of Services. If an LEA had already developed a plan for safe return to in-person instruction and continuity of services prior to the enactment of ARP that meets the statutory requirements of section 2001(i) but did not address all of the requirements in the IFR, the LEA must revise and post its plan no later than six months after receiving its ESSER III funds. This applies even if an LEA has been operating full-time in-person instruction but does not apply to fully virtual schools and LEAs.

The IFR and ARP statute, along with other helpful resources, are located here:

- April 2021 IFR: https://www.govinfo.gov/content/pkg/FR-2021-04-22/pdf/2021-08359.pdf
- ARP Act text: https://www.congress.gov/117/bills/hr1319/BILLS-117hr1319enr.pdf
- Centers for Disease Control and Prevention (CDC) COVID-19 School Operation Guidance: https://www.cdc.gov/coronavirus/2019-ncov/community/schools-childcare/operation-strategy.html#anchor_1616080023247
- ED COVID-19 Handbook Volume I: https://www2.ed.gov/documents/coronavirus/reopening.pdf
- ED COVID-19 Handbook Volume II: https://www2.ed.gov/documents/coronavirus/reopening-2.pdf
- ESEA Evidence-Based Guidance: https://oese.ed.gov/files/2020/07/guidanceuseseinvestment.pdf
- ED FAQs for ESSER and Governor's Emergency Education Relief (GEER): https://oese.ed.gov/files/2021/05/ESSER.GEER_.FAQs_5.26.21_745AM_FINALb0cd6833f6f46e03ba2d97d30aff953260028045f9ef3b18ea602db4b32b1d99.pdf

Purpose of the Template

The IFR issued by ED outlines several requirements for all LEAs that receive ESSER III funds, including that LEAs have in place a plan for ensuring safety during in-person instruction (either in-progress or planned) as well as ensuring continuity of services should the LEA or one or more of its schools be required to close temporarily for COVID-19-related public health reasons in the future. LEAs who had a plan in place by March 11, 2021, which incorporated opportunity for public comment and was posted publicly have six months from the date their ESSER III Assurances were completed to update and revise the plans to meet those requirements. Examples of previous plans that may be allowable would be a completed Cal/OSHA or Assembly Bill 86 plan, as long as it meets the requirements previously stated. LEAs which did not have a statutorily compliant plan in place as of March 11, 2021, must create and post this plan within 30 days of completing their ESSER III Assurances. If you have questions as to which category applies to your LEA, please contact EmergencyServices@cde.ca.gov. Plans are required for all LEAs, regardless of operating status, unless an LEA is fully virtual with no physical location. All plans must be reviewed, and, as appropriate, revised, at least every six months to incorporate new or revised CDC guidance and other changed factors.

This template has been created to assist LEAs in the creation of these plans and to ensure all required elements are met. The following requirements and assurances pertain to both the statutory requirements and the IFR published by ED. LEAs may provide any additional information they believe are helpful in assessing their plan. If you have any questions, please contact EmergencyServices@cde.ca.gov.

LEA Plan for Safe Return to In-Person Instruction and Continuity of Services

LEA Name:

Option for ensuring safe in-person instruction and continuity of services:

◯ has developed a plan ◯ will amend its plan

1. Please choose one:

◯ The LEA had a plan, as of March 11, 2021, that is already compliant with the ARP statute and will review and, as appropriate, revise it every six months to take into consideration the additional requirements of the IFR; or

NOTE: If your LEA already has a compliant plan as of March 11, 2021, and has assured such by checking the box above, then you may skip questions 2-4 and complete the Assurance and Contact sections.

◯ The LEA has amended/created a plan compliant with the IFR using this template and has posted/will post it within 30 days of completing the ESSER III Assurances.

NOTE: If checking the box above that you are using this template to meet the 30 day plan requirements, you must respond to each question in the template.

Please note whether the LEA has a compliant plan and include a link to the plan, or acknowledge that the LEA is submitting a new plan and will post it within 30 days of receiving funds.

2. The LEA will maintain the health and safety of students, educators, and other school and LEA staff, and the extent to which it has adopted policies, and a description of any such policies, on each of the CDC's safety recommendations, including: universal and correct wearing of masks; modifying facilities to allow for physical distancing; handwashing and respiratory etiquette; cleaning and maintaining healthy facilities, including improving ventilation; contact tracing in combination with isolation and quarantine, in collaboration with the State, local, territorial, or Tribal health departments; diagnostic and screening testing; efforts to provide vaccinations to school communities; appropriate accommodations for children with disabilities with respect to health and safety policies; and coordination with State and local health officials.

Describe how the LEA will maintain, or continue to maintain, health and safety policies and procedures. Include a description of any adopted policies and procedures regarding the CDC's safety recommendations (or available LEA website links to such policies). Include descriptions of appropriate accommodations adopted and coordination efforts conducted with outside State and local health officials. Please include or describe current public health conditions, applicable State and local rules and restrictions, and other contemporaneous information that informs your decision-making process.

3. The LEA will ensure continuity of services, including but not limited to services to address students' academic needs and students' and staff social, emotional, mental health and other needs, which may include student health and food services.

   Describe how the LEA will ensure continuity of services in case isolation, quarantine, or future school closures are required, including how the LEA will meet the needs of students with disabilities and English learners.

4. The LEA sought public comments in the development of its plan and took those comments into account in the development of its plan.

   Describe the LEA's policy or practice that provided the public with an opportunity to provide comments and feedback and the collection process. Describe how any feedback was incorporated into the development of the plan.

In addition, the LEA provides the following assurances:

☐ The LEA has made (in the case of statutorily compliant plans) or will make (in the case of new plans) its plan publicly available no later than 30 days after receiving its ARP ESSER allocation.

- Please insert link to the plan:

☐ The LEA sought public comment in the development of its plan and took those public comments into account in the development of its plan.

☐ The LEA will periodically review and, as appropriate revise its plan, at least every six months.

☐ The LEA will seek public comment in determining whether to revise its plan and, if it determines revisions are necessary, on the revisions it makes to the plan.

☐ If the LEA revises its plan, it will ensure its revised plan addresses each of the aspects of safety currently recommended by the Centers for Disease Control (CDC), or if the CDC has revised its guidance, the updated safety recommendations at the time the LEA is revising its plan.

☐ The LEA has created its plan in an understandable and uniform format.

☐ The LEA's plan is, to the extent practicable, written in a language that parents can understand, or if not practicable, orally translated.

☐ The LEA will, upon request by a parent who is an individual with a disability, provide the plan in an alternative format accessible to that parent.

The following person or persons is/are the appropriate contact person for any questions or concerns about the aforementioned plan.

Please list name(s), title(s), address, county, and contact information for the person or persons responsible for developing, submitting, and amending the LEA plan.

Coversheet

Public Hearing of Safe Return to In-Person Instruction Plan

Section:	III. Operations
Item:	G. Public Hearing of Safe Return to In-Person Instruction Plan
Purpose:	Discuss
Submitted by:	
Related Material:	Notice_of_Public_Hearing FRCS Safe Return.pdf

NOTICE OF PUBLIC HEARING

The Governing Board of Feather River Charter School will hold a public hearing on the Safe Return to In-Person Instruction Plan.

The public hearing will be held via Zoom on June 15, 2021 at 4:30 pm.

Zoom Link: https://zoom.us/j/96568347400

Meeting ID: 965 6834 7400
Join by Phone: (669) 900-6833

Members of the public are cordially invited to attend this meeting to provide comment at the Public Hearing. Public comment can also be submitted in writing via email to board@featherrivercharter.org.

The Safe Return to In-Person Instruction Plan will be available 72 hours prior to the board meeting and can be accessed on the school website.

Requests for any disability-related modification or accommodations, including auxiliary aids or service in order to participate in the public hearing may be made by contacting staff at (916) 241-8653 at least two days prior to the scheduled hearing.

Coversheet

Local Control and Accountability Plan 2021-2022

Section: IV. Academic Excellence
Item: A. Local Control and Accountability Plan 2021-2022
Purpose: Vote
Submitted by:
Related Material: LCAP_with_Expenditures_FRCS_21-22.1.pdf

BACKGROUND:
This is the final version of the Local Control and Accountability Plan 2021-2024. Staff is seeking Board approval.

RECOMMENDATION:
Recommended for Board approval.

California Department of Education
January 2021

Annual Update for Developing the 2021-22 Local Control and Accountability Plan

Annual Update for the 2019–20 Local Control and Accountability Plan Year

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Feather River Charter School	Jenell Sherman Executive Director	jenell.sherman@featherrivercharter.org (916)-664-3995

The following is the local educational agency's (LEA's) analysis of its goals, measurable outcomes and actions and services from the 2019-20 Local Control and Accountability Plan (LCAP).

Goal 1

Provide high-quality teaching and learning that promotes opportunity for applying knowledge within an independent study/online curriculum structure.

State and/or Local Priorities addressed by this goal:

State Priorities: Priority 1: Basic (Conditions of Learning)
Priority 7: Course Access (Conditions of Learning)
Local Priorities: Basic Conditions

Annual Measurable Outcomes

Expected	Actual
100% of teachers appropriately credentialed and assigned.	100% of teachers appropriately credentialed and assigned.

100% of facilities considered safe as demonstrated in the Facilities Inventory (FIT) Report.	100% of facilities considered safe as demonstrated in the Facilities Inventory (FIT) Report.
100% of students with access to CA state standards-aligned instructional materials (text and e-text) for all core subject areas.	100% of students with access to CA state standards-aligned instructional materials (text and e-text) for all core subject areas.
100% of students who have access to a computer.	100% of students who have access to a computer.
100% of students who have a broad course of study through vendor lobby electives and enrichment opportunities.	100% of students who have a broad course of study through vendor lobby electives and enrichment opportunities.

Actions / Services

Planned Action/Service	Budgeted Expenditures	Actual Expenditures
Ensure teachers are appropriately credentialed and assigned.	$5,516,000	$5,816,000
Staff will meet in monthly PLNs to share and discuss best practices and resources for supporting learning in a virtual environment.	$5,567	$5,567
Provide access to broad course of study such as VAPA courses and enrichment opportunities	$2,774,607	$2,873,209

Goal Analysis

A description of how funds budgeted for Actions/Services that were not implemented were used to support students, families, teachers, and staff.

All budgeted expenditures for actions and services were implemented and used to support students, families, teachers, and staff.

A description of the successes and challenges in implementing the actions/services to achieve the goal.

FRCS successfully provided high-quality teaching and learning that promoted opportunity for applying knowledge within an independent study/online curriculum structure. The school continued to offer professional development; new curriculum offerings expanded to meet the needs of the students. With the continued evolution of online learning, the school ensured that each student had access to technology. A continued focus is to ensure that all students have internet access and the ability to utilize technology within their homes.

Goal 2

Provide appropriate tiered supports that promote and sustain positive social/emotional development as well increased academic achievement for all students.

State and/or Local Priorities addressed by this goal:

State Priorities: Priority 2: State Standards (Conditions of Learning)
Priority 4: Pupil Achievement (Pupil Outcomes)
Priority 7: Course Access (Conditions of Learning)
Local Priorities: Implementation of Academic Standards

Annual Measurable Outcomes

Expected	Actual
CAASPP participation rate will be at least 95%.	Actual measurable outcome is not available due to state assessments not being administered during 2019-20 school year. Star 360 participation rate was used as an alternative measure for this metric. 2019-20 Star participation rate was 91% for Math and 89% for ELA..
The percentage of Inspire students meeting or exceeding standards on CAASPP ELA assessments, including all subgroups.	Actual measurable outcome is not available due to state assessments not being administered during 2019-20 school year. Star 360 assessment scores were used as an alternative measure for this metric. 71% of students scored At/Above benchmark.
The percentage of Inspire students meeting or exceeding standards on CAASPP Mathematics assessments, including all subgroups	Actual measurable outcome is not available due to state assessments not being administered during 2019-20 school year. Star 360 assessment scores were used as an alternative measure for this metric. 87% of students scored At/Above benchmark.

10% of English Learners will increase one level of proficiency on the English Learner Progress Indicator annually	Actual measurable outcome is not available due to state indicators not being reported on the 2020 California Dashboard. 2019-20 ELPAC scores are used as an alternative measure for this metric. Performance Level Scores 1 13% 2 23% 3 26% 4 38%
At least 10% of EL students will reclassify	7.2% of EL students reclassified in the 2019-20 school year.
100% of teachers will engage in >15 hours of curriculum training and CCSS PD during the school year.	100% of teachers will engage in >15 hours of curriculum training and CCSS PD during the school year.
95% of all students will participate in quarterly interim benchmark assessments to show mastery of standards taught.	ELA- 89% Math-91%

Actions / Services

Planned Action/Service	Budgeted Expenditures	Actual Expenditures
Administer interim benchmark assessments to identify the standards not yet mastered and prepare for state testing in ELA and Math.	$1,203,202	$1,254,789
Continue Multi-Tiered Systems of Supports to identify student attendance and academic/social needs, or exceptional needs and to individualize support including online virtual instruction license assignments, and enrichment tutoring services	$358,213	$378,567
Provide professional development to help guide and support administrators, counselors, and teachers in addressing the academic needs of ELs and their families including administering ELPAC, identifying ELs, administering language surveys, and coordinating ELD instruction	$156,000	$156,000
Targeted Professional Development for teachers to support students who are performing below grade level standard on the Smarter Balanced Assessment or STAR360 in ELA and Mathematics	$42,814	$43,892

Goal Analysis

A description of how funds budgeted for Actions/Services that were not implemented were used to support students, families, teachers, and staff.

All budgeted expenditures for actions and services were implemented and used to support students, families, teachers, and staff.

A description of the successes and challenges in implementing the actions/services to achieve the goal.

FRCS provided appropriate tiered supports that promote and sustain positive social/emotional development as well as increased academic achievement for all students. The school continued to refine the MTSS Intervention support with online direct instruction and purchased new licenses for online learning. FRCS focused on an Assistant Director to build an online direct instruction for the EL population. Professional Learning Communities were formed with the monthly meetings with school leadership and teachers. FRCS continued to build a system that supports more students in direct instruction. The school recognized the importance of direct instruction and the benefits that it provides for not only within the MTSS and EL, but for the school as a whole.

Goal 3

Create systems and structures that provide multiple personalized learning paths to increase cohort graduation rate and College and Career Readiness of students to close the achievement gap.

State and/or Local Priorities addressed by this goal:

State Priorities: Priority 4: Pupil Achievement (Pupil Outcomes)
Priority 8: Other Pupil Outcomes (Pupil Outcomes)

Local Priorities:

Annual Measurable Outcomes

Expected	Actual

The number of students taking college level courses (concurrent enrollment or within community colleges)	25 students participated in taking college level courses.
Counselors and HST teachers will meet with each student and family to a create personalized learning plan.	100% Counselors and HST teachers will meet with each student and family to create a personalized learning plan.
Increase the number of Career Technical Pathways.	6 CTE pathways
Increase the percentage of students scoring at Prepared and Approaching Prepared on the College Career Indicator.	49.1% of students scored at Prepared and Approaching Prepared on the College Career Indicator.
Percent of students that pass AP examination with a score of 3 or higher.	0.5% of students passed the AP examination with a score of 3 or higher.

Actions / Services

Planned Action/Service	Budgeted Expenditures	Actual Expenditures
Increase number of vertically aligned CTE Pathways	$0	$0
Continue to support and provide professional development to administrators and teachers to ensure students demonstrate preparedness as measured by the College Career Indicator.	$0	$0
The school will establish an IGP review/adjustment procedure that includes reviewing individual student grades after every grading period. Counselors and HSTs will identify, create a plan and monitor for students at risk.	$0	$0

Goal Analysis

A description of how funds budgeted for Actions/Services that were not implemented were used to support students, families, teachers, and staff.

All budgeted expenditures for actions and services were implemented and used to support students, families, teachers, and staff.

A description of the successes and challenges in implementing the actions/services to achieve the goal.

FRCS implemented systems and structures that provide multiple personalized learning paths to increase cohort graduation rate and College and Career Readiness of students to close the achievement gap. Professional development provided to the staff provided training and support for CTE and College/Career Readiness. The school successfully established the Individualized Graduation Plans in partnership with the teacher, family, and high school counselors. FRCS acknowledges that this goal is a continued component with a continued strategic plan for this population of students.

Goal 4

Increase student, parent, staff, and community engagement through collaboration, transparency, and communication and provide broad course of study.

State and/or Local Priorities addressed by this goal:

State Priorities: Priority 3: Parental Involvement (Engagement)
Priority 5: Pupil Engagement (Engagement)
Priority 6: School Climate (Engagement)
Priority 7: Course Access (Conditions of Learning)
Local Priorities: Parent Involvement and Engagement
School Climate Survey

Annual Measurable Outcomes

Expected	Actual
Increase the number of students participating in Enrichment opportunities as measured by student enrollment.	Due to Covid restrictions Feather River Charter School suspended all Enrichment activities. New baseline will be developed in 2021-22 LCAP plan.
Increased student participation in academic and leadership opportunities such as Yearbook Committee, Student Council, Meet the Masters based on student sign in.	Due to Covid restrictions Feather River Charter School could not increase student participation. New baseline will be developed in 2021-22 LCAP plan.

100% use of the school website and provide parents with updated FAQs, policies, and program descriptions as monitored by Google Analytics.	100% use of the school website and provide parents with updated FAQs, policies, and program descriptions as monitored by Google Analytics.
Maintain chronic absenteeism rate at 0%	The chronic absenteeism rate is 0.3%.
Maintain the rate of pupil suspension and expulsions rate at 0%.	The suspension and expulsion rate are maintained at 0%.
Increase high school cohort graduation rate from baseline of 27.8%.	High school graduation rate is at 90.4% on the 2020 California Dashboard
Decrease the high school cohort dropout rate.	The 2019-20 cohort dropout rate was at 3.7%.
Decrease the middle school dropout rate.	Our SIS does not identify any middle school students as dropouts.
Increase parent participation rate for the school climate survey by 10%.	100% of parents participated in school climate survey
Maintain current attendance rates of 95% or higher by ensuring the timely completion of assignments.	Our attendance rate remains steady at 95% or higher for each month.

Actions / Services

Planned Action/Service	Budgeted Expenditures	Actual Expenditures
Implement four-year graduation rate needs assessment and root cause analysis including related professional development	$0	$0
Fund parent liaison position to address specific needs of unduplicated students including augmented communication with their families	$156,000	$156,000
Fund Foster/homeless youth liaison position to address the specific needs of foster/homeless youth including proactive monitoring of socio-emotional needs.	$156,000	$156,000
Implement Project Recovery for students, particularly those with an EL, FY, or SED background, who did not re-enroll with Inspire the following school year as well as those that leave during a school year to decrease the dropout rates in middle and high school.	$300,000	$297,482

Increase opportunities for students to participate in leadership and academic events to develop confidence and leadership skills.	$700,413	$725,214
Maintain updated FAQs, policies, and program descriptions on the school website.	$0	$0

Goal Analysis

A description of how funds budgeted for Actions/Services that were not implemented were used to support students, families, teachers, and staff.

All budgeted expenditures for actions and services were implemented and used to support students, families, teachers, and staff.

A description of the successes and challenges in implementing the actions/services to achieve the goal.

FRCS increased student, parent, staff, and community engagement through collaboration, transparency, and communication and provided a broad course of study. The Foster/Homeless Youth Liaison position implemented policies, procedures and supports for this population. The new position provided insight to the school to continue to build support with academic, social-emotional, and intervention for the student population. FRCS will continue to focus on this student population with additional support with a multi-year strategic plan.

Annual Update for the 2020–21 Learning Continuity and Attendance Plan

The following is the local educational agency's (LEA's) analysis of its 2020-21 Learning Continuity and Attendance Plan (Learning Continuity Plan).

In-Person Instructional Offerings

Actions Related to In-Person Instructional Offerings

Description	Total Budgeted Funds	Estimated Actual Expenditures	Contributing
Expenditures associated with researching and access to virtual and access to community resources, including museum, Nature program, STEM Experiences, Aerospace Museum, Virtual, Guided Learning Experiences specifically for unduplicated students who have challenges paying for the programs	$2,000	$0	Y
Provide instructional state standard aligned materials and ensure that we administer appropriate trauma-informed practice, training, and materials	$100,000	$100,000	Y

A description of any substantive differences between the planned actions and/or budgeted expenditures for in-person instruction and what was implemented and/or expended on the actions.

FRCS anticipated costs associated in relation to In-Person Instructional Offerings. The expenditure related to virtual access to community resources lended to the families signing up for their own experiences with the given instructional amounts. With the nature of virtual resources, there was an extraordinary number of opportunities for students to tailor to personalized learning virtual experiences. The need wasn't what was anticipated with the creation of the expenditure. Students though utilized the state-aligned materials more during the 20-21 School year.

Analysis of In-Person Instructional Offerings

A description of the successes and challenges in implementing in-person instruction in the 2020-21 school year.

Being a non-classroom-based charter, students primarily school at home. An adjustment was the inability to utilize the community partners for enrichment opportunities.

Distance Learning Program

Actions Related to the Distance Learning Program

Description	Total Budgeted Funds	Estimated Actual Expenditures	Contributing
Professional learning for staff and parents related to incorporating trauma-informed practices into lessons, specifically in a distance learning format	$2,500	$0	Y
Additional devices, including Chromebooks for English learners, students living in poverty, students placed in foster care, students experiencing homelessness, and those with exceptional needs. This will provide access to online curriculum, online community partners and other resources to support students in academic progress	$100,000	$100,000	Y
STAR360 diagnostic/interim assessments: Implement a variety of assessments to monitor student progress and continual assessment to provide targeted instruction and intervention	$16,503	$16,503	Y
MobyMax and other instructional material/resources to support EL, foster youth and low-income students to support intervention and universal learning subscriptions	$11,963	$11,963	Y
FRCS will continue to monitor local and state guidelines related to in-person offerings. Technology, access, and training will be provided to support staff and students to increase and improve services	$54,000	$54,000	Y
Technology to support EL Designees to support communication with our students legibly via zoom. Provide modeling and scaffolding during these lessons.	$1,800	$1,800	Y

Costs to implement Community Connections program include hot spots for connectivity, web cameras/tripods for the Community Coordinators to host/produce the workshops	$1,500	$1,500	N

A description of any substantive differences between the planned actions and/or budgeted expenditures for the distance learning program and what was implemented and/or expended on the actions.

The expenditures related to implementing distance learning planned to be as estimated when the LCP was drafted. Given the state of the State of California, we shifted the focus to Social Emotional Learning instead of trauma informed practices. With the COVID-19 Pandemic, fortunately there was a wealth of free programs and offerings to support our staff and parents with professional learning incorporating SEL into their day. Therefore, we didn't need to utilize the funds towards SEL. The other expenditures were what our school anticipated spending to be which were budgeted for.

Analysis of the Distance Learning Program

A description of the successes and challenges in implementing each of the following elements of the distance learning program in the 2020-21 school year, as applicable: Continuity of Instruction, Access to Devices and Connectivity, Pupil Participation and Progress, Distance Learning Professional Development, Staff Roles and Responsibilities, and Support for Pupils with Unique Needs.

Being a non-classroom based charter school, we didn't have the traditional distance learning model as a traditional public school. Challenges that our students faced were the increased need for connectivity and usage of devices with the online options in enrichment, curriculum, online learning opportunities, and synchronous learning online with our teachers. Our staff, also continuing to work from home, needed reliable internet and resources to teach remotely.

Pupil Learning Loss

Actions Related to the Pupil Learning Loss

Description	Total Budgeted Funds	Estimated Actual Expenditures	Contributing

Homeschool Teachers to provide instruction for all students, Provide school counselors to support students in targeted services with social and academic wellness: in-person/distance learning platform, provide junior high virtual academy coordinator and lead teacher, provide high school virtual academy coordinator, special education teachers, intervention specialists, Executive Director/Assistant Principals/Specialists provide instructional coaching for teachers; lead “data talks” discussions and analysis on student assessment results, monitor and supervise services for EL; and monitor student attendance and participation schoolwide, student intervention support, school psychologists, high school success coordinator * 10% of certificated salaries will be funded with LCFF Supplemental & Concentration funds (contributing column) and the remaining 90% with LCFF Base Funds	$472,674	$473,674	Y
Staff and parent training related to understanding our MTSS, and expressly what resources are provided at each tier	$1,500	$0	Y
Staff and parent training related to understanding our English Language Development strategies	$1,000	$0	Y

A description of any substantive differences between the planned actions and/or budgeted expenditures for addressing pupil learning loss and what was implemented and/or expended on the actions.

In regard to pupil learning loss, again due to the in-staff PD that were already developed, we didn’t have a need to purchase any additional training for our staff and parents. Our staff and parents did receive training understanding MTSS and ELD, but we utilized staffing, resources that were already embedded into our budget. Again, as stated above, there were additional free resources this year, unlike before, that our school was able to utilize to support these vital areas of training.

Analysis of Pupil Learning Loss

A description of the successes and challenges in addressing Pupil Learning Loss in the 2020-21 school year and an analysis of the effectiveness of the efforts to address Pupil Learning Loss to date.

As a non-classroom based independent study charter school, homeschooling students were able to continue the different modes of learning with teacher-directed, online and within the blended instructional model. Teachers communicated and met with students through digital platforms. Students chose to enroll in new direct-instruction opportunities such as HSVA and JHVA in core subjects which provided instruction at home. One challenge that the school had was the 10-15% percentage of students that participated in the

benchmark diagnostic (STAR) in English language arts and mathematics. Feedback from families who took the benchmark felt they have been doing so much learning online, technology overload, COVID related life circumstances, it was another online time for their student to be on technology. With COVID there is a changed family dynamic that has made testing difficult in a student's home. Although all students have access to technology and internet access, there are a few areas where student connectivity is still in question, due to the location of a student's home. There was an increase in our Intervention classes during 20-21, as more students needed additional support without the in-person academic enrichment opportunities normally offered.

Analysis of Mental Health and Social and Emotional Well-Being

A description of the successes and challenges in monitoring and supporting mental health and social and emotional well-being in the 2020-21 school year.

The school completed the Care backpacks for our homeless population through collaboration with the teacher and family. A Social Emotional Website was launched along with items such as Mindset Mondays, dedicated time with counselors, online SEL supports, Community Connections events to bring students together, JHVA and HSVA also provided learning and social opportunities for students to connect. The Multicultural Diversity and Inclusion Program brought new and a continued awareness of our diverse world and student population which brought a new heightened awareness for our school and community. Results from the parent survey showed 56% of parents did not find our students mental wellbeing concerning.

Analysis of Pupil and Family Engagement and Outreach

A description of the successes and challenges in implementing pupil and family engagement and outreach in the 2020-21 school year.

Teachers continued to meet virtually with their students to provide continued student engagement with checks, office hours, scheduled live synchronous sessions, participation in diagnostic assessment and completion of assignments as documented in our student information system. Many families chose to attend our virtual community events that had series on different topics both educational and enrichment. Families also opted to join many of the parent education nights and Multicultural and Diversity Inclusion Program opportunities for additional connection. Families were able to connect with one another with thematic virtual events held by Community Connections. The JHVA had an online science fair. Our NHS held outreaches too for the students to engage with one another online. With connectivity being a challenge, our school provided technology and access to the Internet for students that needed this. We also provided online curriculum options for students that provided supplemental and full online curriculum options to enhance learning. Our interim benchmark assessment assisted in data collection, analysis, and planning for learning loss. With COVID-19, parent education

workshops online provided much needed support. Our staff received a social emotional wellness PD from a keynote speaker in January. Based on our parent survey results 61% of our parents are not concerned in this period of uncertainty.

Analysis of School Nutrition

A description of the successes and challenges in providing school nutrition in the 2020-21 school year.

As a non-classroom based independent study charter school, we do not have facilities to serve meals.

Additional Actions and Plan Requirements

Additional Actions to Implement the Learning Continuity Plan

Section	Description	Total Budgeted Funds	Estimated Actual Expenditures	Contributing
N/A	N/A	N/A	N/A	N/A

A description of any substantive differences between the planned actions and budgeted expenditures for the additional plan requirements and what was implemented and expended on the actions.

N/A

Overall Analysis

An explanation of how lessons learned from implementing in-person and distance learning programs in 2020-21 have informed the development of goals and actions in the 2021–24 LCAP.

FRCS continued with the three educational models during the 20-21 School Year. With the additional synchronous instruction options for junior high, high school, English learners, and intervention classes, this placed a foundation for students. With the dynamics of student's homes with parents working while students are schooling, more students took the opportunity to participate in the

courses. The school saw a gain in student engagement and test scores with the online direct instruction and has planned to continue and increase course offerings in the future. Professional Development during the 20-21 School year was more targeted, and data driven tailored to the internal benchmark diagnostics. Building community in the virtual world along with course offerings lended to be a strength during COVID. With the increase in student engagement in academic course offerings and desire for in person activities, the school will continue to build programs to support the elementary aged students. The continued need for the support of mental health and social-emotional well-being will continue to be on the forefront for our schools and for schools for the next three year, and most probably more. Our Student Services side developed and will continue to develop more programs, offerings, opportunities to support students and staff.

An explanation of how pupil learning loss continues to be assessed and addressed in the 2021–24 LCAP, especially for pupils with unique needs.

For the 2021-24 LCAP's, as stated above, there will be a continued focus on direct instruction to address pupil learning loss for our unduplicated and students with disabilities elementary to high school students in core and enrichment subjects. Our EL students will continue to receive asynchronous English Language Development focused on grade level bans and EL levels determined by ELPAC results. Our Unduplicated students and SWD will be offered asynchronous instruction courses, as well as opportunities for intervention courses. Our staff will continue to focus on data driven practices from our benchmark assessments to deliver instructional strategies and curriculum to support students' specific learning needs. We will provide a pre and post assessment to help gauge academic progress.

A description of any substantive differences between the description of the actions or services identified as contributing towards meeting the increased or improved services requirement and the actions or services implemented to meet the increased or improved services requirement.

There were no substantive differences between the actions/services identified as contributing towards meeting the increased or improved services requirement.

Overall Analysis of the 2019-20 LCAP and the 2020-21 Learning Continuity and Attendance Plan

A description of how the analysis and reflection on student outcomes in the 2019-20 LCAP and 2020-21 Learning Continuity and Attendance Plan have informed the development of the 21-22 through 23-24 LCAP.

Student outcomes along with stakeholder feedback from the 2019-20 LCAP and 2020-21 Learning Continuity and Attendance Plan have informed the development of the 21-22 through 23-24 with a more data driven approach. Our team has utilized the Dashboard, internal benchmarks, teacher data from Learning Period Meetings, and external data analyst companies to assist in driving a focus pertaining to increasing student achievement, both individually and collectively within unduplicated student groups. As the team reflected on data, along with stakeholder input, these components helped to guide FRCS in an approach to educate not only the academics but also the social-emotional well-being of students.

Local Control and Accountability Plan

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

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Feather River Charter School	Jenell Sherman Executive Director	jenell.sherman@featherrivercharter.org (916)-664-3995

Plan Summary [2021-22]

General Information

A description of the LEA, its schools, and its students.

Feather River Charter School (FRCS) opened in the fall of the 2016-17 school year. Feather River Charter School is a WASC accredited, non-classroom based public charter school authorized by Winship-Robbins Elementary School District in Sutter County serving approximately 1100 students in Sacramento, Yolo, Yuba, Sutter, Colusa, and Placer Counties for students from transitional kindergarten through 12th grade. We take great pride in being able to offer our students flexible personalized learning experiences through our many unique and dynamic programs. Our school values and supports parent choice and personalized learning for all students. FRCS Home School Teachers (HST's) are California credentialed teachers who partner with families to nurture, guide and enhance a student's educational needs. A focus of collaboration with academic achievement and the development of the whole child with personalized learning is pivotal. At Feather River Charter, we have goals for our students that are known as Schoolwide Learner Outcomes (SLOs). SLOs are a part of our school culture: they reflect our school vision, the College and Career Readiness standards, and the education of the whole child. FRCS teachers collaborate with parents/learning coaches to create Learning Plans for students each learning period that outlines the lessons to be completed during a specified time frame. All students have access to online all access curriculum as well as curriculum to support educational standards. Internal benchmark diagnostic assessment data gathered from a computerized adaptable test, taken each fall, winter and spring, for grades TK-12, pinpoints the proficiency level of students across a range of subjects. The benchmark diagnostic assessments are specifically designed to provide meaningful information for gauging student progress toward mastery of the skills measured by the summative assessments. This data along with learning styles are used to build the individualized learning path for each student to target specific learning objectives and standards. Regular assessment determines the level of mastery and individualizing the Learning Plan helps students progress quickly. Teachers can provide instruction and support either in person or online through web-conference platforms. This tool allows for teacher collaboration and instruction by using video, voice, text, and shared writing space. Students have 24-hour access to all curricula, and learning can take place at a variety of locations according to student and family preference, including libraries and the students' residences. FRCS's tiered level of support is robust and differentiated for different learning styles. FRCS is continuously planning and adjusting programs to meet the needs of the student population served. Feather River Charter School's leadership and staff look forward to continuing their collaboration with the district in providing an option to students looking for an Independent study/homeschool program. Being part of Feather River Charter School ensures our students are guided to become Navigators of the Digital World, Self-Directed Individuals, Personalized Learners, Independent Critical Thinkers, and Responsible Citizens of local and global issues. It is our mission to provide a flexible personalized learning experience, empower families to tailor a program designed around the specific needs of each student. In collaboration with fully credentialed teachers, students engage in diverse and dynamic learning pathways and unparalleled enrichment opportunities to achieve personal and academic success.

Reflections: Successes

A description of successes and/or progress based on a review of the California School Dashboard (Dashboard) and local data.

FRCS has implemented an online direct instruction platform (four-to-six-week direct instruction, intervention courses for mathematics and language arts), and other programs so that all students have the critical thinking skills to be successful in college and career pathways. Additionally we offered three (3) separate, three (3) week cycles of study skills intervention which included direct instruction on test taking skills in order to support students who scored yellow on the Winter STAR 360.The Junior High Virtual Academy (JHVA) and High School Virtual Academy (HSVA) were developed this year to support students. Both programs were developed to teach live online instruction providing standards aligned courses by credentialed teachers. Due do COVID restrictions, the CDE did not release the 2020 Dashboard with all state indicators. The CDE released Dashboard 2020 results for two state indicators College and Career Indicator, and Graduation Rate Indicator. Reviewing our 2019 Dashboard results we have maintained the highest achieving performance score Blue for both our Chronic Absenteeism Indicator (0.3%) and Suspension Rate Indicator (0%). Our Graduation Rate has been maintained at above 90% and have shown to have maintained a higher graduation rate compared to the statewide results. Additionally, the percent of our cohort graduate students who scored at “Prepared” on our College and Career indicator increased by 13.4% (32.4%). The Academic Indicator, ELA had a slight increase of 4.7 DFS points for all students. For the English Learner Progress Indicator, we have scored at a Medium performance level with 54.7% of our EL’s making progress towards English proficiency. Our school has maintained a standard met performance score on all Local Indicators on the California School Dashboard. Looking at our student groups' performances for each indicator, English Learners improved on Chronic Absenteeism from 1.7% to 0% of EL students chronically absent. Hispanic student group improved significantly on the Academic Indicator ELA by 13 DFS points. Additionally, analyzing the students who participated in the AP exam, we had 62.5% of our students score at a 3 or higher which is a positive accomplishment for our high school department. We are continuously working on achieving student academic success in each of the state indicators and continue to monitor our progress each year.

Reflections: Identified Need

A description of any areas that need significant improvement based on a review of Dashboard and local data, including any areas of low performance and significant performance gaps among student groups on Dashboard indicators, and any steps taken to address those areas.

Reviewing our 2019 California Schools Dashboard results, our Graduation Rate Indicator received a “Orange” performance score. CDE released the 2020 Dashboard results for the Graduation Rate Indicator but did not provide a performance color score. Based on the 2020 graduation rate results we have maintained our graduation rate at 90%, although this is not where we anticipated to be, we have been working to increase our overall graduation rate. We have started closely monitoring our cohort graduates ensuring any potential dropouts are provided a more intensive one to one guidance and assisted in reaching their educational goals. The College and Career Indicator received an overall performance score of “Orange”, on the 2019 California Dashboard but we had an increase of 13.4% on the 2020 dashboard release resulting in 32.4% of our students being prepared. Although we have shown improvement, we are still working to increase the percent of students who are college and career ready. We are working to review and implement new CTE course pathways that are more appealing to our students, based on the feedback we received from our stakeholders: community partners, parents, and students. Additionally, our Academic Indicator Math received a performance score of “Orange”, and within this indicator our subgroups which scored at a “Red” performance score include EL’s, Low SES, SWD’s, Hispanic, and Two or More Races. In order to help all our students with an increased focus on unduplicated student groups to increase their performance score on the state assessments we have started implementing an online direct instruction intervention platform, which includes four-to-six-weeks of direct intervention instruction. Intervention courses targeted the core content areas of

mathematics, reading, and writing. Additionally we offered three (3) separate, three (3) week cycles of study skills intervention which included direct instruction on test taking skills in order to support students who scored yellow on the Winter STAR 360. When we reviewed for any performance gaps amongst our subgroups on any state indicator, we found there was a performance gap between all students and students with disabilities on the Academic Indicator ELA. We are hoping the additional online direct instruction will assist in student performance growth not only for SWD's but for all subgroups.

LCAP Highlights

A brief overview of the LCAP, including any key features that should be emphasized.

Feather River Charter School takes state accountability measures very seriously and understands that there are areas we need to prioritize and create new policies or procedures to address and improve to achieve student academic success. Some identified areas of need based on the 2019 California Dashboard is the Academic Indicator Math, which we received a "Orange" performance score. Another area which was highlighted based on our Dashboard results was the performance gap amongst our students with disabilities and all students on the Academic Indicator ELA. FRCS has supported SWD's need for targeted language arts instruction by adding Reading Specialists, structured multi-sensory literacy programming as well as reading programs for specialized academic instruction. We have taken steps such as providing additional support for our unduplicated students such as professional learning for families and staff focused on instructional strategies to help students reach their academic potential. We will also implement and assess formative and interim assessments to be able to monitor our students throughout the year. With the provided data, we disaggregate the information to provide the individualized support needed for each student before the administration of the state assessments. This action plan will help students improve their overall scores on the state assessments and strengthen their academic performance. The College and Career Indicator is also an area of focus. To increase the number of students who are college and career ready, we will increase the number of course offerings in college and career indicators providing students with more opportunities to meet the requirements within this state indicator. Graduation Rate Indicator is also an area of focus for FRCS, we have created new roles and procedures to be able to monitor data regarding student dropout rates. Our school has continued to build professional development about CCI indicators and implemented an additional planning tool on our Individualized Graduation Plan for students, parent, and teacher future planning.

Comprehensive Support and Improvement

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

Schools Identified

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

Our school has not been identified for CSI.

Support for Identified Schools

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

Our school has not been identified for CSI.

Monitoring and Evaluating Effectiveness

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

Our school has not been identified for CSI.

Stakeholder Engagement

A summary of the stakeholder process and how the stakeholder engagement was considered before finalizing the LCAP.

Before developing the process of LCAP, our school initially conducted several meetings with different departments within our school. We began this process by gaining insight and perspective to what our teachers and staff felt our areas of focus should be within each department. We also sent our surveys to our stakeholders: community partners, staff, parents, and students to receive feedback regarding what they feel our school strategies, policies, or procedures should include for next year as actions items we can implement. The surveys we received from our stakeholders were analyzed thoroughly to gain insight on what overarching goals should be for our school and within those goals how we can create actions to meet the needs of our community. Our team presented to the School Board a series of LCAP presentations which consisted of information related to proposed goals and actions for the upcoming years to foster collaboration, transparency, and to gather input. Meetings occurred with the English Learners Advisory Committee which consists of parents of our English Learners. Presentations to Charter department staff were held to gather department feedback. A charter wide staff presentation was conducted at a monthly staff meeting. Lastly, we collaborated with our SELPA where we asked for any feedback regarding our proposed goals and actions for the coming years.

A summary of the feedback provided by specific stakeholder groups.

Describe and summarize the stakeholder feedback provided by specific stakeholders. A sufficient response to this prompt will indicate ideas, trends, or inputs that emerged from an analysis of the feedback received from stakeholders.

When analyzing the feedback, we received with various stakeholders we received an immense amount of positive feedback regarding the current set policies and procedures and what we have planned for the coming years. The feedback from our parents of English Learners Advisory Committee consisted of great positivity regarding our English Language Development courses and parents felt very supported with our current program. Some suggestions the committee felt would be beneficial for the program consisted of offering more paper based English Language Development supplemental programs rather than a complete online based program. The Committee also suggested offering more afternoon zoom courses, having access to Star 360 interim benchmark assessments in the parental portal, and having the weekly newsletter contain information regarding what teachers are working on in classes. Analyzing the feedback received from our parents through the surveys we received great suggestions which we have incorporated into our LCAP as action items and almost all our parents were extremely satisfied with the current policies and procedures of our school. The feedback received consisted of adding more parent workshops related to strengthening student achievement and resuming in person activities for students, which was suspended due to COVID restrictions. The staff feedback received from the surveys was very positive regarding how the school is working collaboratively and aligning curriculum programs with state standards. When asked which state priorities the school should focus on, much of the staff felt we should prioritize the following state priorities Basic Services (Teacher credential, instructional materials), Course Access (Student access to a broad course of study), and Parent Involvement (Efforts to seek parent input and participation). We have thoroughly gone through the feedback received from each of our

stakeholders and have been actively working on how we can incorporate the recommendations received to meet the needs of our community. We thank our stakeholders for their participation in the surveys.

A description of the aspects of the LCAP that were influenced by specific stakeholder input.

Feather River Charter School believes in putting the community we serve first and addressing their individual needs as action, to be able to create an optimal learning environment for the families we serve. After receiving feedback from our stakeholders, many of their recommendations regarding our programs within each department of our school were considered when proceeding with developing our planned goals, actions, and metrics for the 2020-21 LCAP. Our English Learner population is an area we are always looking to improve and create more supportive learning for our students and parents. From the feedback we received from our English Learners Advisory Committee we are implementing actions such as professional learning for families and staff which will focus on instructional strategies and being able to collaborate with parents and help support our English Learner population to reach their academic goals. The goals and actions we specifically added from our ELAC input include:

Goal 2, Action 2: Hire and maintain certificated staff to provide online/synchronous instruction, programs, and support for our English Learners. This will contribute to our plans to offer more creative English Language Development support options available both online and paper based.

From the feedback we received from our surveys to our parents we found there was a need for additional professional development for our families to ensure they have all the information they need about our curriculum and programs for all our students and specifically our unduplicated students. To address this area of need we have specifically implemented:

- Goal 1 Action 1: Professional Learning related to student learning needs, particularly for English learners, foster youth, students who qualify for free or reduced lunch

- Goal 1 Action 2: Professional Learning related to student learning needs, particularly for Students with Disabilities.

We also received feedback from our High school graduate students for this year through our grad survey sent out by our High School department. Analyzing the responses, we received regarding our CTE program and our college and career readiness programs led us to create Goal 3: Increase the number of students who are high school, college, career, and life ready and within the goal create the following action items:

-Goal 3 Action 2: Provide College Readiness Assessments and Preparatory Workshops

-Goal 3 Action 1: Increase number of course offerings in college and career indicators

Lastly, we met with our SELPA and received feedback in terms of prioritizing the needs of our students with special needs which led us to create the following Goal and actions:

-Goal 3 Action 3: Partnership with Earn and Learn Organization and additional secondary support programs

-Goal 3 Action 4: Individualized Graduation Plan

We hope to ensure the implementation of these actions will provide us with the growth we are expecting in the coming school years and be able to optimize our student achievement data. Overall, we are very thrilled for the new changes in the coming years and how we were able to meet with each of our stakeholders, parents, and students and be able to use the feedback we receive into action items for our schools future planning.

Goals and Actions

Goal

Goal #	Description
1	FRCS will continue to develop plans and utilize data to strengthen student achievement for all students. List priorities Priority 1: Basic (Conditions of Learning) Priority 2: State Standards (Conditions of Learning) Priority 7: Course Access (Conditions of Learning

An explanation of why the LEA has developed this goal.

FRCS is a strong believer in data driven decision making and how we can constantly monitor student academic data to maintain or improve current set policies and procedures. We are working on using various lenses of approach to identify areas of need and focus on implementing new strategies and techniques to increase student achievement. The actions we have initiated will directly contribute to utilizing student achievement data to progress on California State dashboard indicators. We had created these actions and metrics because we saw a performance gap for certain student groups and on specific dashboard indicators and needed to close the achievement gap. Our actions provide additional support and the tools needed to help our student groups performing at a red or orange performance level reach their higher achievement level goals.

For our English Learner progress indicator on the California Dashboard, we have 42% of our English Learners making progress towards English proficiency. To increase support for our English Learners we will create additional professional learning development for staff and families to focus on instructional strategies to help our students. On our state assessment results for CAASPP our students' distance from standard (DFS) score for English Language Arts was -27.6 and for Mathematics was -85.9 to increase the number of students scoring at standard we have utilized the STAR 360 program in order to monitor the progress of our students by conducting these interim assessments throughout the year. The administration of these assessments will allow for us to collect data in relation to where our students are performing before the state assessments and be able to provide additional individualized support where needed for our students.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
100% of students will have home access to technology and the Internet.	100%				100%

Increase participation rate on Interim benchmarks assessments	ELA 92% Math 93%				ELA 95% Math 95%
% of teachers report mastery on program implementation including Data Analysis, differentiation, assessment, and technology use.	93%				100%
100% of teachers will be fully credentialed in the area of instruction or assignment.	100%				100%
% of students enrolled in Direct instruction courses offerings	47%				60%
Schoolwide Distance from standard (DFS) on the CAASPP ELA	**Baseline: 2018-2019** -27.6				-18.6
Schoolwide Distance from standard (DFS) on the CAASPP Math	**Baseline: 2018-2019** -85.9				-76.9
% of students who have access to standard aligned instructional material	100%				100%

Maintain safe facilities as demonstrated in a local inventory report.	FRCS does not have a facility				
Implementation of state standards, particularly English language development	100%				100%
% of students who score at standards Met/Exceeded on California Science Test (CAST)	**Baseline: 2018-2019** 25.4%				35%
% of students scoring at ready or conditionally ready on the EAP for ELA	**Baseline: 2018-2019** 42%				57%
% of students scoring at ready or conditionally ready on the EAP for Math	**Baseline: 2018-2019** 20%				35%
% of priority group students (EL, FY, those with exceptional needs) who received tier 2 support)	14%				25%

Actions

Action #	Title	Description	Total Funds	Contributing
1	Professional Learning related to student learning needs, particularly for English	We will provide professional learning for families and staff focused on instructional strategies as well as the importance and impacts of state testing. We are aware that certain student groups such as	$70,846	Y

	Learners, foster youth, students who qualify for free or reduced lunch	English Learners, foster youth, and students who qualify for free or reduced lunch are in most need of academic support. For example, we will meet with families to provide learning resources and strategies. We will also meet once a month as a Professional Learning Community as an entire staff and additionally as a smaller group to focus on professional learning.		
2	Professional Learning related to student learning needs, particularly for Students with Disabilities	We will provide professional learning for families and staff focused on instructional strategies as well as the importance and impacts of state testing. We are aware that certain groups such as our Students with Disabilities are in most need of academic support. For example, we will meet with families to provide learning resources and strategies. We will also meet once a month as a Professional Learning Community as an entire staff and additionally as a smaller group to focus on professional learning. This action aligns with Feather River's Special Education Plan element 3b.	$85,003	Y
3	Implement and assess formative and interim assessments	Our dashboard shows that schoolwide our students are 27.6 points below standard for ELA and 85.9 points below standard for Math. We will implement assessments regularly to help us determine whether and to what degree students are making progress toward expected learning outcomes. We will focus on programs for students who are not demonstrating proficiency in ELA and Math from prior CAASPP and STAR 360. This action will improve services for our unduplicated groups and students with disabilities because it will add to our current program. This action will be implemented schoolwide; however, we believe our unduplicated student groups will benefit principally because these groups are less likely to have academic support at home. These are the best use of funds because our data demonstrates that these students need additional support which, as a school we will be able to closely monitor with a data driven model to focus target instruction to mitigate a potential increase in student learning loss. This action aligns with Feather River Special Education Plan Element 3c.	$91,142	Y
4	Increase the number of live or synchronous classes/ workshops for Elementary level grades	Our dashboard shows that schoolwide our students are 27.6 points below standard for ELA and 85.9 points below standard for Math. We are creating and implementing a TK-6 academic online program with instruction from our teachers. This program will consist of online/synchronous classes and rotating workshops focusing on standards-based mathematics and language arts foundational concepts. We will target students who are working towards	$44,208	Y

		proficiency in ELA and Math from prior CAASPP and STAR 360 testing data. This program will increase and improve services for our unduplicated groups and is in addition to our current program offerings. It will be implemented schoolwide, however, our unduplicated student groups will benefit principally, as students in these groups are more likely to need additional academic support. These are the best use of funds because our data demonstrates that these students need additional support which can be provided by our credentialed teaching staff who can model and closely monitor student understanding.		
5	Purchase additional technology	We will provide mobile internet connectivity and technology for student use for connectivity at home. The goal is schoolwide and is important because most of our resources and curriculum are offered online. An example is to provide a standards-based online curriculum for our unduplicated students. Another example is providing hotspots to ensure that our unduplicated students can attend our live or synchronous classes for academic and social emotional well-being. Schoolwide, however, we know priority groups will benefit due to financial restraints of these students.	$31,000	Y
6	Hire and maintain certificated staff to provide online/synchronous instruction, programs, and support.	Our dashboard shows that schoolwide our students are 27.6 points below standard for ELA and 85.9 points below standard for Math. We will hire certificated staff to expand our middle school direct instruction courses for English Language Arts and Math. Additionally, we will hire and maintain certificated staff to create online/synchronous instruction support programs for students who are not demonstrating proficiency in ELA and Math from prior CAASPP and STAR 360. This action will increase and improve services for our unduplicated groups because it will add to a current program. This action will be implemented schoolwide; however, we believe our unduplicated student groups will benefit principally because these groups are less likely to have academic support at home. These are the best use of funds because our data demonstrates that these students need additional support due to school closures and the pandemic there is an increase in student learning loss which we hope to mitigate with this action.	$238,711	Y
7	Purchase of resources to support Multi-Tiered System of Support (MTSS), Student	We will purchase digital and paper resources, software, and workshops to assist staff, teachers and families with student services and the processes within the department. We are aware	$1,374	Y

	Study Team (SST), & Section 504 access, process, and compliance	that student services have certain documents, processes and needs associated with compliance. The purchase of these will help in streamlining the process for our schools. An example of an expenditure is for our Student Study Team and Section 504 processes, Beyond SST will promote a digital manner for making referrals, scheduling, and holding meetings, creating Intervention and 504 plans as well as tracking data. Unduplicated students will benefit from the purchase of resources as some families have requested to remain off technology, therefore the ability to purchase printed materials will accommodate and support their educational requests. This will also support child find and create a continuum of supports and services for students.		

Goal Analysis [2021-22]

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

A description of any substantive differences in planned actions and actual implementation of these actions.

As per CDE guidelines, the Goal Analysis section will be implemented in the 2022-23 LCAP.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures.

As per CDE guidelines, the Goal Analysis section will be implemented in the 2022-23 LCAP.

An explanation of how effective the specific actions were in making progress toward the goal.

As per CDE guidelines, the Goal Analysis section will be implemented in the 2022-23 LCAP.

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

As per CDE guidelines, the Goal Analysis section will be implemented in the 2022-23 LCAP.

Goals and Actions

Goal

Goal #	Description
2	FRCS will promote a safe, healthy, and engaged learning environment for all students. List Priorities Priority 4: Pupil Achievement (Pupil Outcomes) Priority 7: Course Access (Conditions of Learning) Priority 8: Other Pupil Outcomes (Pupil Outcomes)

An explanation of why the LEA has developed this goal.

This goal was developed to ensure all students including unduplicated students (foster youth, English learners, and students who qualify for free or reduced lunch) are receiving the additional support they need. Our high school dropout rate was 3.7%. To address this area of concern, we will hire a Guidance Tech to monitor these students and address any individualized needs to be able to provide any additional support. On the California Dashboard, our English Learner Progress Indicator shows only 54.7% of our English Learners are making progress towards English proficiency. To address this area of improvement we will hire and maintain certificated staff to provide online/synchronous instruction, programs, and support for our English Learners. For our 2019-20 school year we had 9.3% of our English Learners reclassified, to improve these results we will fund support staff for unduplicated student support, which includes hiring a bilingual family liaison to support our non-English speaking populations. We hope these actions will contribute to improving our overall Goal to promote a safe, healthy, and engaged learning environment for all our students.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
% of students who feel safe or connected to the school	Students: 93% Parents: 92% Teachers: 94%				Students:100% Parents: 100% Teachers: 100%

The percent student suspension rate	0%				0%
The percent student expulsion rate	0%				0%
The percent High school dropout rate	3.7%				0%
The percent Middle school dropout rate	0%				0%
Maintain Chronic Absenteeism Indicator at 0% for all students	0.3%				0%
1% increase in student attendance or maintenance of a minimum of 98% attendance rate annually	100%				100%
Increase opportunities for student participation in leadership, enrichment, and academic events i.e. NHS NJHS, Enrichment	Fall: 77 students Spring: 81 students				Fall: 100 students Spring: 100 students
% of parents who provide feedback on survey specific to our LCAP actions and goals	100%				100%
% of parents/guardians of English learners, foster youth, and students who qualify	72%				95%

for free or reduced lunch meet with a resource specialist such as our foster youth liaison or EL coordinator at least once a year					
The percent of English learners who reclassify	8.9%				15%
The percent of English learners who are making progress towards English proficiency on ELPI	54.7%				65%

Actions

Action #	Title	Description	Total Funds	Contributing
1	Fund support staff for unduplicated student support	We will fund foster/homeless youth and family liaison positions to address specific needs of unduplicated and students with disabilities including augmented communication with families to receive information and support in the appropriate language. For example, we will utilize our foster/homeless youth liaison position to partner with families to assist in meeting the educational, social, and emotional needs of students. We will also hire family liaisons who also speak another language besides English, to support our non-English speaking populations.	$31,154	Y
2	Hire and maintain certificated staff to provide online/ synchronous instruction, programs, and support for our English Learners.	Our ELPI results show 54.7% of our English Learners are making progress towards English proficiency and 9.3% of our English Learners reclassified. To address this area of need to improve and increase our academic support for English learners including those with disabilities, we will refine and improve our English language development curriculum and instructional delivery. Expenditures related to this action are the hiring of additional certificated staff and programs.	$44,208	Y

3	Fund School Counselor/SST Coordinator	According to our parent survey 46% of our parents who participated in the survey were concerned with their child's mental health. To support our families and provide a resource we will fund the School Counselor/SST coordinator. This position will oversee and provide social-emotional and counseling services, supports and referrals. The Coordinator will work to hold virtual SST meetings. The Counselor/SST Coordinator will offer group sessions/1:1, check in with students, lead SST meetings with a whole child perspective with Social Emotional Learning, academic, suicide risk assessment, students in crisis, dedicated time with unduplicated, collecting community-based resources for families. Although this is a schoolwide support, the position will focus on our priority group of students in need of academic intervention which includes Foster youth, low SED backgrounds, special education, and English learners. This position will provide support to students clinically and educationally. For example, counselors will address social and emotional needs of students through a variety of ways including workshops, whole group practices, small group interventions, and individualized learning activities. Another example is that our counselor will provide ongoing training and support to charter staff.	$36,413	Y
4	Fund positions for monitoring student achievement data	Our Calpads report shows our high school dropout rate is 3.7%, to decrease our dropout rate, we will hire personnel for students, focusing on priority group students such as EL, FY, or SED background, who did not re-enroll with the following school year, as well as those that leave during the school year to decrease the dropout rates in middle and high school. This will improve and increase services with a dedicated staff member to collaborate with families, High School Counselors, and the High School Department to assist our priority groups and schoolwide students. Our priority groups will benefit from this position as they will partner with our translators to assist, if needed also.	$37,517	Y

Goal Analysis [2021-22]

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

A description of any substantive differences in planned actions and actual implementation of these actions.

As per CDE guidelines, the Goal Analysis section will be implemented in the 2022-23 LCAP.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures.

As per CDE guidelines, the Goal Analysis section will be implemented in the 2022-23 LCAP.

An explanation of how effective the specific actions were in making progress toward the goal.

As per CDE guidelines, the Goal Analysis section will be implemented in the 2022-23 LCAP.

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

As per CDE guidelines, the Goal Analysis section will be implemented in the 2022-23 LCAP.

Goals and Actions

Goal

Goal #	Description
3	Increase the number of students who are high school, college, career, and life ready. List priorities: Priority 3: Parental Involvement (Engagement) Priority 5: Pupil Engagement (Engagement) Priority 6: School Climate (Engagement)

An explanation of why the LEA has developed this goal.

This goal was developed to increase college and career readiness amongst our high school students. We had about 8% of our students who graduated with A-G requirements fulfilled, to address this area of need we will increase the number of course offerings in college and career indicators. The 2020 California Dashboard results showed 49.1% of our students were approaching prepared or prepared on the college and career indicator. In addition, for students participating in AP exams we had approximately 6 students who scored at a 3 or higher. To address this area of need and overall increase the number of students participating and improving in college assessments we will provide students with College Readiness Assessments and Preparatory Workshops to ensure they are supported in every way. We hope to ensure all our students in secondary education increase their performance on all college and career readiness measures with the additional support we have planned as actions for the coming school year. We are planning to add additional AG courses to facilitate AG completion. We will collaborate with the College Board to offer onsite locations that offer PSAT, SAT and AP testing. Students have had a difficult time taking AP tests at outside institutions and this will solve that problem. We will add credentialed teacher taught CTE courses in HSVA in addition to the CTE opportunities available through eDynamic/Edmentum and at community colleges. We will offer courses through HSVA that offer more support to the

struggling student to help our CAASPP scores in English, math, and science specifically. We will offer military science and leadership courses through HSVA that will help students reach the 2-year requirement for preparedness in that area. We will Contract with Earn and Learn, an organization that facilitates internship opportunities and helps students achieve the capstone course portion of the CTE pathway, making full completion more likely. Additionally, we will continue to encourage concurrent enrollment with local community colleges and seek out opportunities to partner with local colleges to offer dual enrollment to ensure we can continue to create more opportunities for our students to meet the state college and career preparedness requirements. Lastly, we will establish a contact and relationship with the Department of Rehabilitation in order to support our students with disabilities. We will also offer college and career awareness support, services, and workshops to our students with disabilities.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
The percent of students graduating with A-G requirements fulfilled	8%				20%
The percent of students participating in a CTE pathway	2%				10%
5% increase in the number of students who score at Approaching Prepared or Prepared level on the College and Career Indicator	49.1%				65%
The percentage of students passing the AP examination with a score of 3 or higher	62.5%				72%
The percentage of high school students graduating within 4 or 5 years	90%				95%

Increase CAASPP participation rate or maintain at 95% or higher	**Baseline: 2018-2019** 92%				95%
Increase percentage of students scoring at standard met or exceeding (level 3 or 4) on CAASPP Mathematics assessments, including all subgroups	**Baseline: 2018-2019** 20.1%				30%
Increase percentage of students scoring at standard met or exceeding (level 3 or 4) on CAASPP ELA assessments, including all subgroups	**Baseline: 2018-2019** 42.3%				50%
% of students who complete both A-G and CTE pathway	1%				10%

Actions

Action #	Title	Description	Total Funds	Contributing
1	Increase number of course offerings in college and career indicators	From our graduation survey results we found that 65.5% of our graduates were not aware of our CTE program. Our dashboard shows that schoolwide 32.4% of our students are prepared on the college and career indicator. We will expand course offerings and analyze student data to find where a-g completion rates drop-off and expand course offerings. This action will increase and improve services for our unduplicated groups because it will add to a current program. The action will be implemented schoolwide; however, we believe our unduplicated student groups will benefit principally	$82,344	Y

		because these groups are less likely to have academic support at home and the offerings will support viable skills outside of schools. Our unduplicated students will have more opportunities for post-high school career opportunities. These are the best use of funds because our data demonstrates that these students need additional support due to school closures and the pandemic there is an increase in student learning loss which we hope to mitigate with this action. Expenditures associated with this action include: For example, we will add CTE course offerings to our High School Virtual Academy. We will also add more A-G course offerings for students to be able to make progress towards A-G Completion.		
2	Provide College Readiness Assessments and Preparatory Workshops	Our CCI Indicator shows that 2.9% of our students scored at the prepared level through the AP pathway. In order to improve on the CCI indicator we will increase the number of students participating on ACT, PSAT, SAT, and AP end of course exams. Although this is a schoolwide action, we will focus our resources and staff towards our unduplicated students and students with disabilities to provide them with more opportunities, workshops, and resources to prepare for college readiness.	$30,069	Y
3	Partnership with Earn and Learn Organization and additional secondary support programs	Our Dashboard shows schoolwide that our students are 32.4% prepared in CCI. To increase college and career readiness, we will partner with Earn and Learn, an organization that facilitates internship opportunities. This will increase and improve services for our priority groups because it will provide an additional avenue other than a university, college, or community college to gain career exploration. An example is that Earn and Learn will provide resources to support and deepen career pathways for learners including contacts to industry, tools to organize work-based learning, and a collaborative community of peers. We will also be working to develop a contact and relationship with the Department of Rehabilitation to support students with disabilities.	$2,934	Y
4	Individualized Graduation Plan	Our Graduation Rate on the 2020 California Dashboard is at 90.4%, although we maintained our graduation rate from the previous year, we did have a performance score of Orange. To improve our graduation rate and performance score we have set procedures to revamp our Individualized Graduation Plan to raise awareness among our teachers so that they understand the actions that make	$0	N

		our students classified as CCI prepared. They will be asked to choose a path that culminates in each student qualifying as prepared in a way best suited to their individual needs. We are also setting up free advisory classes, submitted to the College Board for AG credit and led by the counselor. This will assist students/families in making choices that will benefit themselves and our dashboard. We have several strategies that are foundational for the training/support offered above. This offering will contribute to CCI preparedness and is more readily accessible. Students with disabilities will have a High School Counselor, Home School Teacher, Special Education Teacher, and parent present at their IEP to assist in developing their course of study in conjunction with their independent transition plan.		

Goal Analysis [2021-22]

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

A description of any substantive differences in planned actions and actual implementation of these actions.

As per CDE guidelines, the Goal Analysis section will be implemented in the 2022-23 LCAP.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures.

As per CDE guidelines, the Goal Analysis section will be implemented in the 2022-23 LCAP.

An explanation of how effective the specific actions were in making progress toward the goal.

As per CDE guidelines, the Goal Analysis section will be implemented in the 2022-23 LCAP.

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

As per CDE guidelines, the Goal Analysis section will be implemented in the 2022-23 LCA

A report of the Estimated Actual Expenditures for last year's actions may be found in the Annual Update Expenditures Table.

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students [2021-22]

Percentage to Increase or Improve Services	Increased Apportionment based on the Enrollment of Foster Youth, English Learners, and Low-Income students
8.07%	$63,265

Required Descriptions

For each action being provided to an entire school, or across the entire school district or county office of education (COE), an explanation of (1) how the needs of foster youth, English learners, and low-income students were considered first, and (2) how these actions are effective in meeting the goals for these students.

- ✔ **Goal 1: Action 1 Professional Learning related to student learning needs**, particularly for English Learners, foster youth, students who qualify for free or reduced lunch. We will provide professional learning for families and staff focused on instructional strategies as well as the importance and impacts of state testing. We are aware that certain student groups such as English Learners, foster youth, and students who qualify for free or reduced lunch are in most need of academic support. For example, we will meet with families to provide learning resources and strategies. We will also meet once a month as a Professional Learning Community as an entire staff and additionally as a smaller group to focus on professional learning.
- ✔ **Goal 1: Action 2 Professional Learning related to student learning needs, particularly for Students with Disabilities.** We will provide professional learning for families and staff focused on instructional strategies as well as the importance and impacts of state testing. We are aware that certain groups such as our Students with Disabilities are in most need of academic support. For example, we will meet with families to provide learning resources and strategies. We will also meet once a month as a Professional Learning Community as an entire staff and additionally as a smaller group to focus on professional learning. This action aligns with Feather River's Special Education Plan element 3b.
- ✔ **Goal 1: Action 3 Implement and assess formative and interim assessments.** Our dashboard shows that schoolwide our students are 27.6 points below standard for ELA and 85.9 points below standard for Math. We will implement assessments regularly to help us determine whether and to what degree students are making progress toward expected learning outcomes. We will focus on programs for students who are not demonstrating proficiency in ELA and Math from prior CAASPP and STAR 360. This action will improve services for our unduplicated groups and students with disabilities because it will add to our current program. This action will be implemented schoolwide; however, we believe our unduplicated student groups will benefit principally because these groups are less likely to have academic support at home. These are the best use of funds because our data demonstrates that these students need additional support which, as a school we will be able to closely monitor with a data driven model to focus target instruction to mitigate a potential increase in student learning loss. This action aligns with Feather River Special Education Plan Element 3c. Expenditures associated with this action include: Purchase of assessment(s) that is aligned with California State Standards in mathematics and English Language arts to monitor the progress of students who typically need the most academic support including special education and homeless subgroups

- ✔ **Goal 1: Action 4 Increase the number of live or synchronous classes/ workshops for Elementary level grades.** Our dashboard shows that schoolwide our students are 27.6 points below standard for ELA and 85.9 points below standard for Math. We are creating and implementing a TK-6 academic online program with instruction from our teachers. This program will consist of online/synchronous classes and rotating workshops focusing on standards-based mathematics and language arts foundational concepts. We will target students who are working towards proficiency in ELA and Math from prior CAASPP and STAR 360 testing data. This program will increase and improve services for our unduplicated groups and is in addition to our current program offerings. It will be implemented schoolwide, however, our unduplicated student groups will benefit principally, as students in these groups are more likely to need additional academic support. These are the best use of funds because our data demonstrates that these students are in need of additional support which can be provided by our credentialed teaching staff who can model and closely monitor student understanding. Expenditures associated with this action include: Hiring of staff to implement new program, purchase of curriculum, collaboration with intervention, EL, and Special Education staff for broad focus of support for unduplicated students
- ✔ **Goal 1: Action 5 Purchase additional technology:** We will provide mobile internet connectivity and technology for student use for connectivity at home. The goal is schoolwide and is important because most of our resources and curriculum are offered online. An example is to provide a standards-based online curriculum for our unduplicated students. Another example is providing hotspots to ensure that our unduplicated students can attend our live or synchronous classes for academic and social emotional well-being. Schoolwide, however, we know priority groups will benefit due to financial restraints of these students.
- ✔ **Goal 1: Action 6 Hire and maintain certificated staff to provide online/synchronous instruction, programs, and support.** Our dashboard shows that schoolwide our students are 27.6 points below standard for ELA and 85.9 points below standard for Math. We will hire certificated staff to expand our middle school direct instruction courses for English Language Arts and Math. Additionally, we will hire and maintain certificated staff to create online/synchronous instruction support programs for students who are not demonstrating proficiency in ELA and Math from prior CAASPP and STAR 360. This action will increase and improve services for our unduplicated groups because it will add to a current program. This action will be implemented schoolwide; however, we believe our unduplicated student groups will benefit principally because these groups are less likely to have academic support at home. These are the best use of funds because our data demonstrates that these students need additional support due to school closures and the pandemic there is an increase in student learning loss which we hope to mitigate with this action.
- ✔ **Goal 1: Action 7 Purchase of resources to support Multi-Tiered System of Support (MTSS), Student Study Team (SST), & Section 504 access, process, and compliance.** We will purchase digital and paper resources, software, and workshops to assist staff, teachers and families with student services and the processes within the department. We are aware that student services have certain documents, processes and needs associated with compliance. The purchase of these will help in streamlining the process for our schools. An example of an expenditure is for our Student Study Team and Section 504 processes, Beyond SST will promote a digital manner for making referrals, scheduling and holding meetings, creating Intervention and 504 plans as well as tracking data. Unduplicated students will benefit from the purchase of resources as some families have requested to remain off of technology, therefore the ability to purchase printed materials will accommodate and support their educational requests. This will also support child find and create a continuum of supports and services for students.
- ✔ **Goal 2: Action 1 Fund support staff for unduplicated student support.** We will fund foster/homeless youth and family liaison positions to address specific needs of unduplicated and students with disabilities including augmented communication with families to receive information and support in the appropriate language. For example, we will utilize our foster/homeless youth liaison position to partner with families to assist in meeting the educational, social, and emotional needs of students. We will also hire family liaisons who also speak another language besides English, to support our non-English speaking populations.

- ✔ **Goal 2: Action 2 Hire and maintain certificated staff to provide online/ synchronous instruction, programs and support for our English Learners**. Our ELPI results show 54.7% of our English Learners are making progress towards English proficiency and 9.3% of our English Learners reclassified. In order to address this area of need to improve and increase our academic support for English learners including those with disabilities, we will refine and improve our English language development curriculum and instructional delivery. Expenditures related to this action are the hiring of additional certificated staff and programs.
- ✔ **Goal 2: Action 3 Fund School Counselor/SST Coordinator.** According to our parent survey 46% of our parents who participated in the survey were concerned with their child's mental health. To support our families and provide a resource we will fund the School Counselor/SST coordinator. This position will oversee and provide social-emotional and counseling services, supports and referrals. The Coordinator will work to hold virtual SST meetings. The Counselor/SST Coordinator will offer group sessions/1:1, check in with students, lead SST meetings with a whole child perspective with Social Emotional Learning, academic, suicide risk assessment, students in crisis, dedicated time with unduplicated, collecting community-based resources for families. Although this is a schoolwide support, the position will focus on our priority group of students in need of academic intervention which includes Foster youth, low SED backgrounds, special education, and English learners. This position will provide support to students clinically and educationally. For example, counselors will address social and emotional needs of students through a variety of ways including workshops, whole group practices, small group interventions, and individualized learning activities. Another example is that our counselor will provide ongoing training and support to charter staff.
- ✔ **Goal 2: Action 4 Fund positions for monitoring student achievement data**. Our Calpads report shows our high school dropout rate is 3.7%, in order to decrease our dropout rate we will hire a personnel for students, focusing on priority group students such as EL, FY, or SED background, who did not re-enroll with the following school year, as well as those that leave during the school year to decrease the dropout rates in middle and high school. This will improve and increase services with a dedicated staff member to collaborate with families, High School Counselors, and the High School Department to assist our priority groups and schoolwide students. Our priority groups will benefit from this position as they will partner with our translators to assist, if needed also. For example, we will hire a position to monitor and review student achievement data focusing on priority group students including students with disabilities, monitor the California Dashboard, and work with the high school counselors in monitoring at-risk students.
- ✔ **Goal 3: Action 1 Increase number of course offerings in college and career indicators.** From our graduation survey results we found that 65.5% of our graduates were not aware of our CTE program. Our dashboard shows that schoolwide 32.4% of our students are prepared on the college and career indicator. We will expand course offerings and analyze student data to find where a-g completion rates drop-off and expand course offerings. This action will increase and improve services for our unduplicated groups because it will add to a current program. The action will be implemented schoolwide; however, we believe our unduplicated student groups will benefit principally because these groups are less likely to have academic support at home and the offerings will support viable skills outside of schools. Our unduplicated students will have more opportunities for post-high school career opportunities. These are the best use of funds because our data demonstrates that these students are in need of additional support due to school closures and the pandemic there is an increase in student learning loss which we hope to mitigate with this action. Expenditures associated with this action include: For example, we will add CTE course offerings to our High School Virtual Academy. We will also add more A-G course offerings for students to be able to make progress towards A-G Completion.
- ✔ **Goal 3: Action 2 Provide College Readiness Assessments and Preparatory Workshops.** Our CCI Indicator shows that 2.9% of our students scored at the prepared level through the AP pathway. In order to improve on the CCI indicator we will increase the number of students participating on ACT, PSAT, SAT, and AP end of course exams. Although this is a schoolwide action, we will focus our resources and staff towards our unduplicated students and students with disabilities to provide them with more opportunities, workshops and resources to prepare for college readiness. For example, we will offer preparatory workshops for college

readiness assessments such as the PSAT, SAT, and ACT. We will support students with disabilities by offering additional college and career awareness classes and workshops. Another example is that we will rent facilities where students can participate in these assessments.

- ✔ **Goal 3: Action 3 Partnership with Earn and Learn Organization and additional secondary support programs**. Our Dashboard shows schoolwide that our students are 32.4% prepared in CCI. To increase college and career readiness, we will partner with Earn and Learn, an organization that facilitates internship opportunities. This will increase and improve services for our priority groups because it will provide an additional avenue other than a university, college, or community college to gain career exploration. An example is that Earn and Learn will provide resources to support and deepen career pathways for learners including contacts to industry, tools to organize work-based learning, and a collaborative community of peers. We will also be working to develop a contact and relationship with the Department of Rehabilitation to support students with disabilities.

A description of how services for foster youth, English learners, and low-income students are being increased or improved by the percentage required.

FRCS understands the importance of equity vs. equality and how our unduplicated students require the additional support in reaching their educational goals for all our created schoolwide actions in the coming years. Our school has approximately 43.8% of our students who qualify as either foster youth, English learners, or low-income, for which we receive $783,947 known as supplemental concentration funds as pursuant to 5 CCR 15496(a)(5). To provide the additional needed support we are increasing or improving services for our unduplicated students (Foster Youth, English Learners, and Low-Income Students) by 8.07% which is approximately $63,265. We have planned in our LCAP as action items to specifically use these additional funds for Professional Learning, additional technology, and funds for additional staff which will help support our unduplicated student group where needed. The LCAP actions were created with the feedback from our stakeholders, parents, students, and staff ensuring we can identify the area where the additional support is required. We want to pursue being able to address and close the achievement gaps amongst all our student groups while prioritizing our unduplicated students.

Goal #	Action #	Action Title	Student Group(s)	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Time Span	Total Personnel	Total Non-personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
1	1	Professional Learning related to student learning needs, particularly for English Learners, foster youth, students who qualify for free or reduced lunch	All	Yes	Schoolwide	All	All	3 years	$ 70,846	$ -	$ 70,846	$ -	$ -	$ -	$ 70,846
1	2	Professional Learning related to student learning needs, particularly for Students with Disabilities	SWD'S	Yes	Limited	N/A	All	3 years	$ 85,003	$ -	$ 85,003	$ -	$ -	$ -	$ 85,003
1	3	Implement and assess formative and interim assessments	All	Yes	Schoolwide	All	All	3 years	$ -	$ 91,142	$ 91,142	$ -	$ -	$ -	$ 91,142
1	4	Increase the number of live or synchronous classes/ workshops for Elementary level grades	All	Yes	Schoolwide	All	Elementary	3 years	$ 44,208	$ -	$ 44,208	$ -	$ -	$ -	$ 44,208
1	5	Purchase additional technology	All	Yes	Schoolwide	All	All	3 years	$ -	$ 31,000	$ 31,000	$ -	$ -	$ -	$ 31,000
1	6	support.	All	Yes	Schoolwide	All	All	3 years	$ 238,711	$ -	$ 238,711	$ -	$ -	$ -	$ 238,711
1	7	Purchase of resources to support Multi-Tiered System of Support (MTSS), Student Study Team (SST), & Section 504 access, process, and compliance	All	Yes	Schoolwide	All	All	3 years	$ -	$ 1,374	$ 1,374	$ -	$ -	$ -	$ 1,374
2	1	Fund support staff for unduplicated student support	All	Yes	Schoolwide	All	All	3 years	$ 31,154	$ -	$ 31,154	$ -	$ -	$ -	$ 31,154
2	2	Hire and maintain certificated staff to provide online/ synchronous instruction, programs and support for our English Learners.	English Learners	Yes	Limited	English Learners	All	3 years	$ 44,208	$ -	$ 44,208	$ -	$ -	$ -	$ 44,208
2	3	Fund School Counselor/SST Coordinator	All	Yes	Schoolwide	All	All	3 years	$ 36,413	$ -	$ 36,413	$ -	$ -	$ -	$ 36,413
2	4	Fund positions for monitoring student achievement data	All	Yes	Schoolwide	All	All	3 years	$ 37,517	$ -	$ 37,517	$ -	$ -	$ -	$ 37,517
3	1	Increase number of course offerings in college and career indicators	All	Yes	Schoolwide	All	High School	3 years	$ 82,344	$ -	$ 82,344	$ -	$ -	$ -	$ 82,344
3	2	Provide College Readiness Assessments and Preparatory Workshops	All	Yes	Schoolwide	All	High School	3 years	$ 30,069	$ -	$ 30,069	$ -	$ -	$ -	$ 30,069
3	3	Partnership with Earn and Learn Organization and additional secondary support programs	All	Yes	Schoolwide	All	High School	3 years	$ -	$ 2,934	$ 2,934	$ -	$ -	$ -	$ 2,934
3	4	Individualized Graduation Plan	All	No	Schoolwide	All	High School	3 years	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Total Expenditures Table

Totals	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Total Personnel	Total Non-personnel
Totals	$ 826,923	$ -	$ -	$ -	826,923	$ 700,473	$ 126,450

Goal #	Action #	Action Title	Student Group(s)	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
1	1	English Learners, foster youth, students who qualify for free or reduced lunch	All	$ 70,846	$ -	$ -	$ -	$ 70,846
1	2	Professional Learning related to student learning needs, particularly for Students with Disabilities	SWD'S	$ 85,003	$ -	$ -	$ -	$ 85,003
1	3	Implement and assess formative and interim assessments	All	$ 91,142	$ -	$ -	$ -	$ 91,142
1	4	Increase the number of live or synchronous classes/ workshops for Elementary level grades	All	$ 44,208	$ -	$ -	$ -	$ 44,208
1	5	Purchase additional technology	All	$ 31,000	$ -	$ -	$ -	$ 31,000
1	6	Hire and maintain certificated staff to provide online/synchronous instruction, programs and support.	All	$ 238,711	$ -	$ -	$ -	$ 238,711
1	7	Purchase of resources to support Multi-Tiered System of Support (MTSS), Student Study Team (SST), & Section 504 access, process, and compliance	All	$ 1,374	$ -	$ -	$ -	$ 1,374
2	1	Fund support staff for unduplicated student support	All	$ 31,154	$ -	$ -	$ -	$ 31,154
2	2	Hire and maintain certificated staff to provide online/ synchronous instruction, programs and support for our English Learners.	English Learners	$ 44,208	$ -	$ -	$ -	$ 44,208
2	3	Fund School Counselor/SST Coordinator	All	$ 36,413	$ -	$ -	$ -	$ 36,413
2	4	Fund positions for monitoring student achievement data	All	$ 37,517	$ -	$ -	$ -	$ 37,517
3	1	Increase number of course offerings in college and career indicators	All	$ 82,344	$ -	$ -	$ -	$ 82,344
3	2	Provide College Readiness Assessments and Preparatory Workshops	All	$ 30,069	$ -	$ -	$ -	$ 30,069
3	3	Partnership with Earn and Learn Organization and additional secondary support programs	All	$ 2,934	$ -	$ -	$ -	$ 2,934
3	4	Individualized Graduation Plan	All	$ -	$ -	$ -	$ -	$ -

Contributing Expenditure Table

Totals by Type	Total LCFF Funds	Total Funds
Total:	$ 826,923	$ 826,923
LEA-wide Total:	$ -	$ -
Limited Total:	$ 129,211	$ 129,211
Schoolwide Total:	$ 697,712	$ 697,712

Goal #	Action #	Action Title	Scope	Unduplicated Student Group(s)	Location	LCFF Funds	Total Funds
1	1	Professional Learning related to student learning needs, particularly for English Learners, foster youth, students who qualify for free or reduced lunch	Schoolwide	All	All	$ 70,846	$ 70,846
1	2	Professional Learning related to student learning needs, particularly for Students with Disabilities	Limited	N/A	All	$ 85,003	$ 85,003
1	3	Implement and assess formative and interim assessments	Schoolwide	All	All	$ 91,142	$ 91,142
1	4	Increase the number of live or synchronous classes/ workshops for Elementary level grades	Schoolwide	All	Elementary	$ 44,208	$ 44,208
1	5	Purchase additional technology	Schoolwide	All	All	$ 31,000	$ 31,000
1	6	Hire and maintain certificated staff to provide online/synchronous instruction, programs and support.	Schoolwide	All	All	$ 238,711	$ 238,711
1	7	Purchase of resources to support Multi-Tiered System of Support (MTSS), Student Study Team (SST), & Section 504 access, process, and compliance	Schoolwide	All	All	$ 1,374	$ 1,374
2	1	Fund support staff for unduplicated student support	Schoolwide	All	All	$ 31,154	$ 31,154
2	2	Hire and maintain certificated staff to provide online/ synchronous instruction, programs and support for our English Learners.	Limited	English Learners	All	$ 44,208	$ 44,208
2	3	Fund School Counselor/SST Coordinator	Schoolwide	All	All	$ 36,413	$ 36,413
2	4	Fund positions for monitoring student achievement data	Schoolwide	All	All	$ 37,517	$ 37,517
3	1	Increase number of course offerings in college and career indicators	Schoolwide	All	High School	$ 82,344	$ 82,344
3	2	Provide College Readiness Assessments and Preparatory Workshops	Schoolwide	All	High School	$ 30,069	$ 30,069
3	3	Partnership with Earn and Learn Organization and additional secondary support programs	Schoolwide	All	High School	$ 2,934	$ 2,934
3	4	Individualized Graduation Plan	Schoolwide	All	High School	$ -	$ -

Annual Update Table Year 1

Totals:	Planned Expenditure Total	Estimated Actual Total
Totals:	$ 826,923	$ -

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Total Planned Expenditures	Total Estimated Actual Expenditures
1	1	Professional Learning related to student learning needs, particularly for English Learners, foster youth, students who qualify for free or reduced lunch	Yes	$ 70,846	
1	2	Professional Learning related to student learning needs, particularly for Students with Disabilities	Yes	$ 85,003	
1	3	Implement and assess formative and interim assessments	Yes	$ 91,142	
1	4	Increase the number of live or synchronous classes/ workshops for Elementary level grades	Yes	$ 44,208	
1	5	Purchase additional technology	Yes	$ 31,000	
1	6	Hire and maintain certificated staff to provide online/synchronous instruction, programs and support.	Yes	$ 238,711	
1	7	Purchase of resources to support Multi-Tiered System of Support (MTSS), Student Study Team (SST), & Section 504 access, process, and compliance	Yes	$ 1,374	
2	1	Fund support staff for unduplicated student support	Yes	$ 31,154	
2	2	Hire and maintain certificated staff to provide online/ synchronous instruction, programs and support for our English Learners.	Yes	$ 44,208	
2	3	Fund School Counselor/SST Coordinator	Yes	$ 36,413	
2	4	Fund positions for monitoring student achievement data	Yes	$ 37,517	
3	1	Increase number of course offerings in college and career indicators	Yes	$ 82,344	
3	2	Provide College Readiness Assessments and Preparatory Workshops	Yes	$ 30,069	
3	3	Partnership with Earn and Learn Organization and additional secondary support programs	Yes	$ 2,934	
3	4	Individualized Graduation Plan	No	$ -	

Coversheet

Budget Overview for Parents 2021-2022

Section: IV. Academic Excellence
Item: B. Budget Overview for Parents 2021-2022
Purpose: Vote
Submitted by:
Related Material: BOP FRCS 21-22.pdf

BACKGROUND:
This is the final version of the Budget Overview for Parents 2021-2022. Staff is seeking Board approval.

RECOMMENDATION:
Recommended for Board approval.

LCFF Budget Overview for Parents

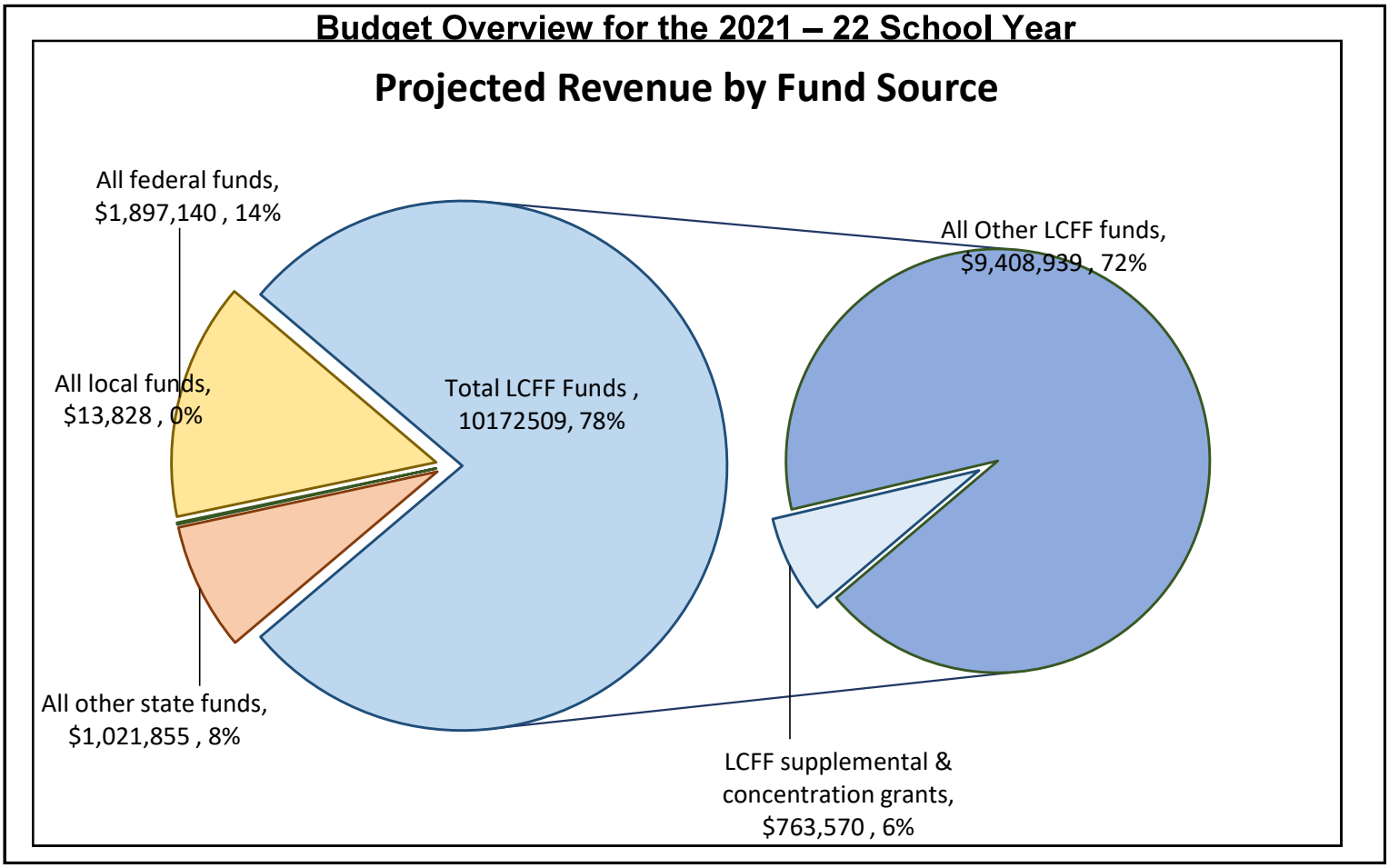
Local Educational Agency (LEA) Name: Feather River

CDS Code: 51 71456 0133934

School Year: 2021 – 22

LEA contact information: Jenell Sherman

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

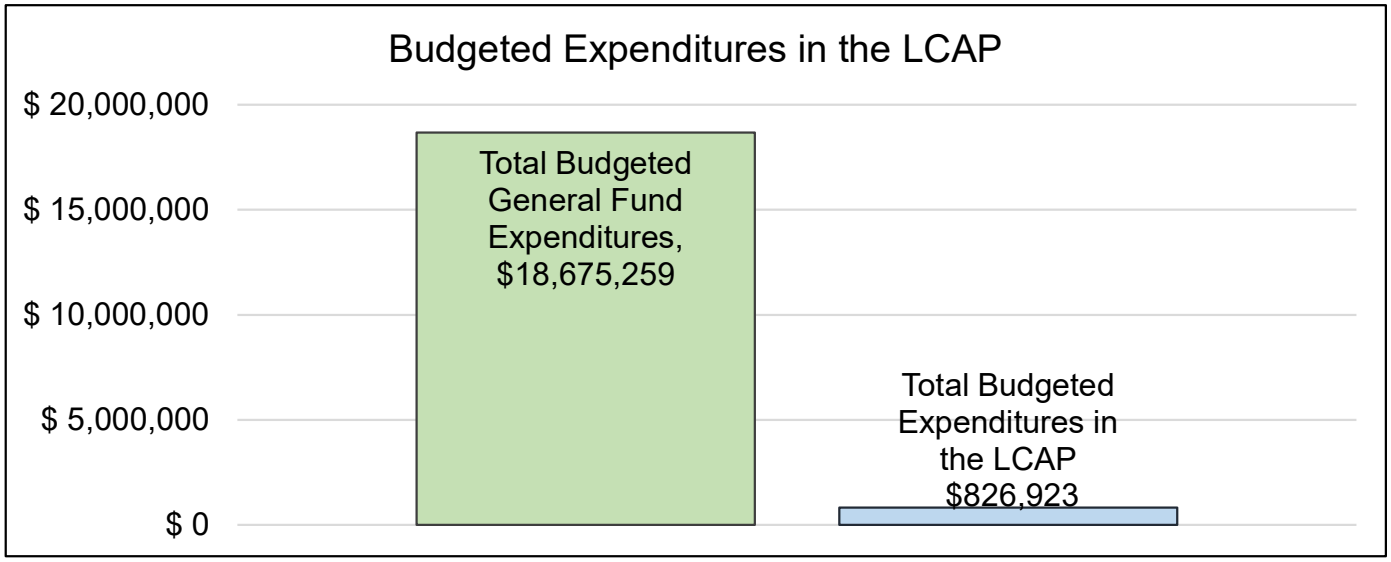


This chart shows the total general purpose revenue Feather River expects to receive in the coming year from all sources.

The total revenue projected for Feather River is $13,105,332.00, of which $10,172,509.00 is Local Control Funding Formula (LCFF), $1,021,855.00 is other state funds, $13,828.00 is local funds, and $1,897,140.00 is federal funds. Of the $10,172,509.00 in LCFF Funds, $763,570.00 is generated based on the enrollment of high needs students (foster youth, English learner, and low-income students).

LCFF Budget Overview for Parents

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



This chart provides a quick summary of how much Feather River plans to spend for 2021 – 22. It shows how much of the total is tied to planned actions and services in the LCAP.

Feather River plans to spend $18,675,259.00 for the 2021 – 22 school year. Of that amount, $826,923.00 is tied to actions/services in the LCAP and $17,848,336.00 is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

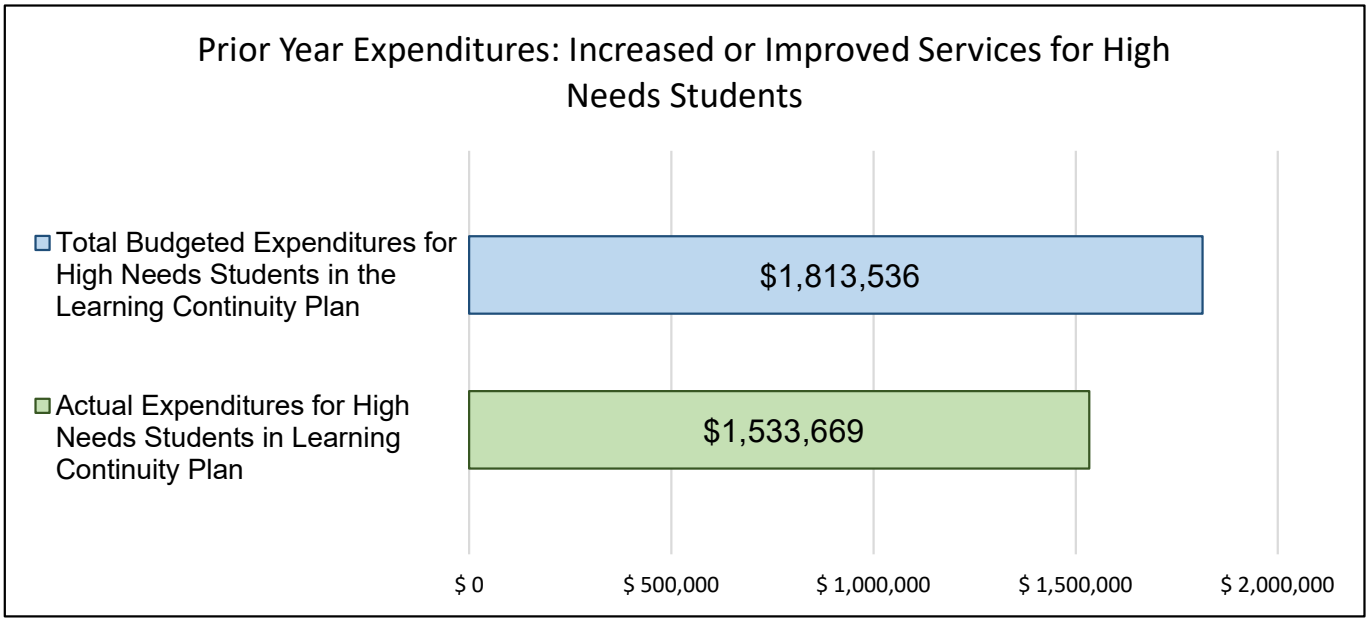
The budgeted expenditures not included in the LCAP will be used for the following: general operating and basic services;all certificated and classified salaries, operational costs such as rent, utilities, and maintenance, and student discretionary budgets for materials/supplies and enrichment classes

Increased or Improved Services for High Needs Students in the LCAP for the 2021 – 22 School Year

In 2021 – 22, Feather River is projecting it will receive $763,570.00 based on the enrollment of foster youth, English learner, and low-income students. Feather River must describe how it intends to increase or improve services for high needs students in the LCAP. Feather River plans to spend $826,923.00 towards meeting this requirement, as described in the LCAP.

LCFF Budget Overview for Parents

Update on Increased or Improved Services for High Needs Students in 2020 – 21



This chart compares what Feather River budgeted last year in the Learning Continuity Plan for actions and services that contribute to increasing or improving services for high needs students with what Feather River estimates it has spent on actions and services that contribute to increasing or improving services for high needs students in the current year.

In 2020 – 21, Feather River's Learning Continuity Plan budgeted $1,813,536.00 for planned actions to increase or improve services for high needs students. Feather River actually spent $1,533,669.00 for actions to increase or improve services for high needs students in 2020 – 21. The difference between the budgeted and actual expenditures of $279,867.00 had the following impact on Feather River's ability to increase or improve services for high needs students:

Due to unforseen circumstances with the COVID-19 pandemic the total budgeted expenditures for the to increase or improve services for high need students was not all utilized. Given the state with the COVID-19 Pandemic, fortunately there was a wealth of free programs and offerings to support our unduplicated students. There was not an impact to our unduplicated students due to the ability to provide free resources, virtual meetings with teachers, and the utilization of enrichment virtual opportunities to keep our students connected to support mental health.

Coversheet

Student Freedom of Speech and Expression Policy

Section: IV. Academic Excellence
Item: C. Student Freedom of Speech and Expression Policy
Purpose: Vote
Submitted by:
Related Material: Student Freedom of Speech and Expression Policy_-_Feather_River.pdf

BACKGROUND:
The purpose of approving this Student Freedom of Speech and Expression Policy is to accomplish the following:

1. Outline Freedom of Expression Procedures by Means
2. Distribution of Procedures Governing Student Rights
3. Appeals

RECOMMENDATION:
Recommended for Board approval.

Student Freedom of Speech and Expression Policy

Students attending the Feather River Charter School have the right to exercise free expression including, but not limited to the use of bulletin boards, distribution of printed materials or petitions, wearing buttons, badges and other insignia and the right of expression in official publications, whether or not the publications or other means of expression are supported financially by the school or by use of school facilities. The Governing Board ("Board") respects students' rights to express ideas and opinions, take stands and support causes, whether controversial or not, through their speech, their writing, their clothing, and the printed materials they choose to post or distribute.

Student liberties of expression shall be limited only as allowed by law in order to maintain an orderly school environment and to protect the rights, health and safety of all members of the School community.

Students will not be disciplined solely on the basis of speech or other communication that would be constitutionally protected when engaged in outside of school, but may be disciplined for harassments, threats, or intimidation unless constitutionally protected. Education Code § 48950.

The purpose of the Feather River Charter School Governing Board approving this Student Freedom of Speech and Expression Policy is to accomplish the following:

1. Outline Freedom of Expression Procedures by Means
2. Distribution of Procedures Governing Student Rights
3. Appeals

1. Freedom of Expression Procedures:

Circulation of Petitions and Other Printed Matter

Students shall be allowed to distribute petitions and other printed matter subject to these procedures.

The time of distribution shall be limited to the half hour before school begins, during the lunch period, and the half hour after school is dismissed.

The manner of distribution shall be such that coercion is not used to induce students to accept the printed matter or to sign petitions. Materials are not to be left undistributed or stacked for pick-

up while unattended at any place in the School or on School grounds.

Buttons, Badges and Other Insignia of Symbolic Expression

Students will be permitted to wear buttons, badges, armbands, and other insignia as a form of expression.

Students will be subject to disciplinary action when expressive activities such as the distribution of materials, wearing of buttons or displays, or posting of notices or other materials:

1. Are obscene, libelous or slanderous;
2. Incite students so as to create a clear and present danger of the imminent commission of unlawful acts on school premises or of the violation of lawful School regulations or of the substantial disruption of the orderly operation of the School;
3. Express or advocate racial, ethnic or religious prejudice so as to create a clear and present danger of imminent commission of unlawful acts on School premises or of the violation of lawful School regulations or of the substantial disruption of the orderly operation of the School;
4. Are distributed in violation of the time, place and manner requirements;
5. Are in violation of current federal, state and local laws.

Unofficial School Publications

School officials may not ban the distribution of non-School-sponsored publications on School grounds. Writers and editors of unofficial student publications who violate any state or federal law may be disciplined after distribution. Students distributing or posting any materials that are obscene, libelous or slanderous, or which demonstrably incite students to commit unlawful acts on School premises, violate School rules, or substantially disrupt the School's orderly operation will be subject to disciplinary action.

The following points apply to unofficial student publications:

1. The School and its employees may disassociate themselves from the material printed inasmuch as it is not an official publication of the School.
2. School officials may reasonably regulate the time, place and manner of distribution. This distribution will be limited to:

    a. One half hour before school begins, during the lunch period, or the half hour after dismissal.

    b. In locations that do not obstruct the normal flow of traffic within the School or at entrances.

    c. Without undue noise.

3. No student shall use coercion to induce students or any other persons to accept printed matter or to sign petitions.
4. "Distribution" means dissemination of a publication to students at a time and place of

normal School activity, or immediately prior to or subsequent thereto, by means of handing out free copies, selling or offering copies for sale, accepting donations for copies of the publication, or displaying the student publication in areas of the School which are generally frequented by students.

School officials cannot:

1. Prohibit the distribution of anonymous literature or require that literature bear the name of the sponsoring organization or author.
2. Ban the distribution of literature because it contains advertising.
3. Create regulations that discriminate against non-School-sponsored publications or interfere with the effective distribution of non-sponsored publications provided such publications abide by time, place and manner regulations.

Official School Publications

Pupil editors of official school publications shall be responsible for assigning and editing the news, editorial and feature content of their publications subject to the limitations identified above. It shall be the responsibility of a journalism advisor(s) of pupil publications within the School to supervise the production of the pupil staff, to maintain professional standards of English and journalism and to maintain the provisions provided in the Education Code relating to student expression.

Other Forms of Student Expression

Forms of student expression may include, but are not limited to speech, debate, assemblies, posters, bulletin board announcements, and the wearing of buttons, badges and armbands. In general, the laws pertaining to all forms of student expression are the same. The rights of students to express their opinions are recognized by law and are not limited to verbal expression. The basic guidelines listed above for publications apply to all forms of student expression. No teacher or administrator shall interfere with such expression on the grounds that the message may be unpopular with students or faculty.

In conforming to state and federal laws, student expression must obey copyright laws; for example, student posters cannot use nationally registered and copyrighted characters such as those from Walt Disney or “Peanuts’” publications.

2. Distribution of Procedures Governing Student Rights:

Site administrators will distribute copies of this Administrative Procedure to all teachers who are advisors of students who produce publications or present public performances. It is the responsibility of the School and site administrators to see that these guidelines are kept up-to-date and accurate.

3. Appeals:

The pupil and a School staff member shall attempt to resolve the problem before consulting the administrative staff. If the issue cannot be resolved between the staff member and the pupil, the

pupil may appeal the decision to the site administrator, and then to the Charter School Executive Director or designee. As a final step, the pupil may follow the School's complaint procedures as outlined in the Student/Parent Handbook.

Coversheet

Sexual Health and HIV Prevention Policy

Section: IV. Academic Excellence
Item: D. Sexual Health and HIV Prevention Policy
Purpose: Vote
Submitted by:
Related Material: Sexual Health and HIV Prevention Policy_-_Feather_River.pdf

BACKGROUND:
The California Healthy Youth Act (California *Education Code (EC)* sections 51930–51939) integrates the instruction of comprehensive sexual health education and HIV prevention education. This Sexual Health and HIV Prevention Policy includes:

- Parent Rights
- To Whom Comprehensive Sexual Health and HIV Prevention Offered
- Affirmative Consent Defined
- School Communication with Parents
- Parental Consent
- No Penalty to Student for Opting Out

RECOMMENDATION:
Recommended for Board approval.

Sexual Health and HIV Prevention Policy

The Feather River Charter School Governing Board desires to provide a well-planned, integrated sequence of medically accurate and inclusive instruction on comprehensive sexual health and human immunodeficiency virus (HIV) prevention. The district's 51939, educational program shall address the goals of the California Healthy Youth Act pursuant to Education Code 51930-including providing students with the knowledge and skills necessary to protect them from risks presented by sexually transmitted infections, unintended pregnancy, sexual harassment, sexual assault, sexual abuse, and human trafficking and to have healthy, positive, and safe relationships and behaviors. The charter's educational program shall also promote students' understanding of sexuality as a normal part of human development and their development of healthy attitudes and behaviors concerning adolescent growth and development, body image, gender, gender identity, gender expression, sexual orientation, relationships, marriage, and family.

1. Parent Rights
2. To Whom Comprehensive Sexual Health and HIV Prevention Offered
3. Affirmative Consent Defined
4. School Communication with Parents
5. Parental Consent
6. No Penalty to Student for Opting Out

1. Parent Rights:

The Charter School shall respect the rights of parents/guardians to supervise their children's education on these subjects and to impart values regarding human sexuality to their children.

2. To Whom Comprehensive Sexual Health and HIV Prevention Offered:

Comprehensive sexual health education and HIV prevention education shall be offered to all students in grades 7-12 at least once in junior high or middle school and at least once in high school. (Education Code 51934)

3. Affirmative Consent Defined:

The Charter School’s comprehensive sexual health education program shall include information on the affirmative consent standard. Affirmative consent is defined as affirmative, conscious, and voluntary agreement to engage in sexual activity. Teachers delivering such instruction shall

consult information related to sexual harassment and violence in the state health curriculum framework. (Education Code 51225.36, 67386)

4. School Communication with Parents:

The Executive Director or designee shall identify appropriate methods for informing the school community about subjects related to the district's comprehensive sexual health and HIV prevention education. The Executive Director or designee shall use such identified methods to inform parents/guardians of students in grades 6-12 about human trafficking prevention resources, as required pursuant to Education Code 49381.

5. Parental Consent:

At the beginning of each school year or at the time of a student's enrollment, parents/guardians shall be notified, in the manner specified in the accompanying administrative regulation, that they may request in writing that their child be excused from participating in comprehensive sexual health and HIV prevention education. Students so excused by their parents/guardians shall be given an alternative educational activity. (Education Code 51240, 51938, 51939)

6. No Penalty to Student for Opting Out:

A student shall not be subject to disciplinary action, academic penalty, or other sanction if the student's parent/guardian declines to permit the student to receive the instruction. (Education Code 51939

Coversheet

Parent and Family Involvement Policy

Section: IV. Academic Excellence
Item: E. Parent and Family Involvement Policy
Purpose: Vote
Submitted by:
Related Material: Parent and Family Involvement Policy_-_Feather River.pdf

BACKGROUND:
Title I, Part A, of the Elementary and Secondary Education Act (ESEA), requires that local educational agencies (LEAs), conduct outreach to all parents and family members and implement programs, activities, and procedures for the involvement of parents and family members. Such programs, activities, and procedures shall be planned and implemented with meaningful consultation with parents of participating children (ESSA Section 1116[a][1]).

RECOMMENDATION:
Recommended for Board approval.

Parent and Family Involvement Policy

Research has shown that the attitudes, behavior and achievement of children are enhanced when parents or other caregivers are involved in their children's education. To that end, Feather River Charter School "FRCS" has adopted this parent and family involvement policy in order to promote learning and provide a more positive learning experience for the students of its schools. This policy has also been incorporated into the FRCS's plan developed pursuant to federal law, and submitted to the California Department of Education with the FRCS's Consolidated Application.

1. Involvement in Drafting the FRCS Plan
2. Coordination, Technical Assistance, and Other Support
3. Annual Meeting
4. Notice
5. Title I, Part A Program Involvement
6. Building Capacity for Involvement
7. Coordination with Other Programs
8. Annual Evaluation
9. School-Parent Compact
10. Involvement of Parents of English Learner Students, Disabled Parents and Parents of Migratory Children
11. Notices
12. Miscellaneous

1. **Involvement in Drafting the FRCS Plan**: Parents and family members of participating children will be involved in the development of the FRCS plan requiredby federal law. FRCS will identify multiple ways for our parents to be in involved in our school activities. FRCS strives to conduct ongoing communication and collaboration amongst parents, teachers, and other staff members regarding best practices and opportunities to ensure that our students' success and progress are being monitored and reported.

   The Parent and Family Involvement Policy shall be an addendum component to be added to the Local Control Accountability Plan (LCAP) with promotes a meaningful partnership between the school, home, and community. Parents will be involved in the development of the Parent and Family Involvement Policy. FRCS will seek parent representatives for the Parent Advisory Committee annually. The ELAC Coordinator(s) and the Parent Advisory Committee (PAC) will meet during regularly scheduled meetings throughout the year. All parents are encouraged to attend both the PAC meetings. A school-wide survey will be sent to our families the plan will be accessible to all families. Within the survey results, feedback and recommendations from parents will be discussed at meeting. On an annual basis, the FRCS will submit the FRCS plan to the Parent Council for review and suggested changes before the plan is submitted to the California Department of Education ("CDE")

with the Consolidated Application. In addition, all parents of participating children will annually be invited to review the FRCS plan and submit comments.

If the FRCS plan is not satisfactory to the parents of participating children, the FRCS will submit any comments from parents of participating children with the FRCS plan when it is submitted to the CDE.

2. **Coordination, Technical Assistance, and Other Support:** FRCS will provide the coordination, technical assistance and other support necessary to assist in planning and implementing effective parent and family involvement activities to improve student academic achievement and school performance in the following ways.
    - FRCS will distribute 95% of the funds reserved pursuant to federal law (20 U.S.C. §6318(a)(3)(A)) to the school for parent involvement activities.
    - FRCS will develop the necessary technical assistance for planning and implementing effective parent involvement activities to improve student academic achievement and school performance.

3. **Annual Meeting:** Within 60 days of the first day of school, the School shall convene an annual meeting to which all parents of children participating in Title I, Part A programs are invited and encouraged to attend. The School will hold a minimum of 2 additional meetings to ensure the maximum parental participation, providing the same information, to be offered at flexible times, such as in the morning or evening. The information provided at the meetings will inform parents of the School's receipt of Title I, Part A funds and the specific requirements of Title I, Part A. Additionally, parents shall be informed of their rights to be involved in Title I, Part A programs.

4. **Notice:** Within 30 days of the beginning of school, the School will send including, but not limited to communication via e-mail, school website, social media, English Language Advisory Committee, and/or placed in a Back to School communication to parents of participating children and to the School which will contain, but not be limited to, the following information:
    - FRCS will monitor students' progress in meeting the challenging state academic standards by:
        - (A) developing and implementing a well-rounded program of instruction to meet the academic needs of all students;
        - (B) identifying students who may be at risk for academic failure;
        - (C) providing additional educational assistance to individual students the school determines need help in meeting the challenging State academic standards; and
        - (D) identifying and implementing instructional and other strategies intended to strengthen academic programs and improve school conditions for student learning.
    - FRCS will support efforts to reduce the overuse of discipline practices that remove students from educational opportunities, which may be identifying and supporting high rates of discipline, disaggregated by each of the student groups.
    - FRCS will support programs that coordinate and integrate:
        - (A) academic and career and technical education content through coordinated instructional strategies, that may incorporate experiential learning opportunities and promote skills attainment important to in-demand occupations or industries in the State; and
        - (B) work-based learning opportunities that provide students in-depth interaction with industry professionals and, if appropriate, academic credit.

- Parents rights for participation in Title I, Part A programs will receive communication at the annual meeting regarding participation. The participation component will also be provided in the annual notice, as well. Parents will be involved in joint planning of the school's programs. The school will continue to seek an adequate representation of parents of participating children.
- Meetings may be held virtually or in-person
- Parents are encouraged to participate in family involvement opportunities throughout the year. Involvement opportunities such as ELAC, Multi-Cultural workshops, Enrichment opportunities. Other examples could be Science Fair, Book Clubs, etc.
- During the PAC meetings, opportunities to communicate regarding the FRCS LCAP and Federal Addendum will occur to discuss how both state and federal funds are improving academic quality by the implementation of standards. A continued focus on providing effective instructional strategies and a data-driven assessment wheel to monitor student's academic progress.

- FRCS will use forms of academic assessment used to measure student progress and the achievement levels of the challenging State academic standards;
  - FRCS will utilize a benchmark diagnostic and for grades 3-12 an interim assessment. For students that qualify, the school will utilize data from the ELPAC to assist in monitoring.
  - FRCS allocates student funds for curriculum to meet the California State Standards. Teachers will work with families to ensure that the curriculum is the best fit to meet the educational needs of the student.
- An invitation to attend the annual meeting and additional meetings, providing information about the purpose of the meetings and the dates and times.
- A copy of the most current Parent and Family Involvement Policy and a feedback form for parents to comment on its content.
- In addition to mailing this notice to parents of participating children, the School will post the information on its website.

5. **Title I, Part A Program Involvement:** In order to involve parents in an organized, ongoing and timely way in the planning, review and improvement of Title I, Part A programs, the parent involvement policy and, the School will involve parents of participating students as follows:
   - The School will conduct at least 4 Family Learning Events each year where all parents of participating children will be invited to the School to learn about the different Title I, Part A programs, details of this policy These meetings will be held at flexible times during the day.
   - The School will publish a notification of upcoming participation opportunities.
   - If requested by parents of participating children, the School will schedule regular meetings where parents are able to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children. The School will respond to such suggestions within one to two weeks.
   - If the schoolwide program plan is not satisfactory to parents of participating children, the School will submit any parent comments on the plan when it submits the plan to the FRCS

6. Building Capacity for Involvement:

A. Standards, Assessments, Title I Requirements, Monitoring Progress and Improving Student Achievement

In order to ensure effective parental involvement and support a partnership among FRCS, parents and the community to improve student academic achievement, FRCS will provide the following programs to assist parents in understanding the challenging State academic standards, State and local academic assessments, Title I requirements, and how to monitor their child's progress and work with educators to improve the academic achievement of their children (collectively referred to "Standards and Requirements"):

- Parents will be invited to parent education events to learn about State and local academic assessments and to view sample tests.
- Parents will be invited to attend family involvement events to cover a broad course of study.
- Parents will partner with their teacher to ensure that the work assigned for the learning Period is aligned with state standards.
- Parents will have access to resources to inform them of the high expectations and standards required at their child's grade level.
- Parents will have access to parent training on educational modalities, curriculum, teaching strategies, software and access to the parent portal for up-to-date information.
- Parents will be provided with materials to improve student achievement.
- The school shall educate teachers, school staff and school leaders, with the assistance of parents, in the value and utility of contributions of parents, and how to work alongside parents to implement parent programs.
- The school will provide such other reasonable support for parental involvement activities as parents may request (20 USC 6318 (e)(14))

B. Helping Parents to Work with their Children

In an effort to increase foster parental involvement, FRCS will provide materials and training to help parents to work with their children to improve their children's achievement through the following programs.

- FRCS will provide parents with access to literacy programs that bond families around reading and using the public library.
- The school's psychologist will work with parents to better understand their children and the issues facing them.
- FRCS will collaborate with parents how to provide academic support to meet academic needs.

C. Education on Parent Involvement

FRCS will annually educate teachers, pupil services personnel, administration, leadership team and other staff, with the assistance of parents, in the value and utility of contributions of parents, and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs and build ties between parents and the School. The training shall take place each year in staff orientations, annual staff development materials, monthly staff professional learning communities and other in-service trainings held throughout the school year.

- In order to better understand what works best for the current parents of participating children attending FRCS, the education will take place after the following research is done (which shall be accomplished within the first 90 days of the school year.)

7. Coordination with Other Programs: FRCS shall, to the extent feasible and appropriate, coordinate and integrate parent involvement programs and activities with other federal, state and local programs. FRCS will coordinate and integrate parent involvement programs and activities with these programs as follows:

- Requiring that the school conduct meetings involving parents with students in all grade levels, to discuss the developmental and other needs of individual children

8. Annual Evaluation: FRCS, with the involvement of parents, shall conduct an annual evaluation of the content and effectiveness of this family involvement policy in improving the academic quality of the schools served under Title I, Part A, including identifying barriers to greater participation by parents in activities under federal law. FRCS will pay particular attention to parents who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy, or are of any racial or ethnic minority background. FRCS will use the findings of such evaluation to design strategies for more effective parental involvement and to revise, if necessary, this family involvement policy. The Parent Involvement Policy Evaluation will take place with an end of the year survey, and also within meetings throughout the year.

9. School-Parent Compact: At the beginning of each school year, the School will enter in to School-Parent Compacts with parents of participating children. The School-Parent Compact will outline how parents, the entire school staff and students will share the responsibility for improved student academic achievement and the means by which the School and parents will build and develop a partnership to help children achieve the State's high standards. The Parent Council will annually evaluate the effectiveness of the School-Parent Compact and provide feedback and suggestions for revision. During learning period meetings, teachers will collaborate with parents on an ongoing discussion with student's academic progress. The teachers will ensure regular two-way, meaningful communication occurs between the teacher and the school. To the extent practicable, in a language that family members can understand.

10. Involvement of Parents of English Learners, Disabled Parents and Parents of Migratory Children: FRCS shall implement an effective means of outreach to parents and family members of limited English proficient students to inform them regarding how they can be involved in the education of their children, and be active participants in assisting their children to attain English proficiency, achieve at high levels in core academic subjects and meet challenging State academic achievement standards and State academic content standards expected of all students. To accomplish this goal, FRCS will do the following:

- FRCS will hold regular meetings, and send notice of these meetings, for the purpose of formulating and responding to recommendations from parents of participating children.

- FRCS will provide language translators at parent meetings to the extent practicable.

- FRCS will schedule meetings to enable families to share information about culture, background, children's talents and particular needs for the schools.

FRCS will provide full opportunities for participation of parents with disabilities and parents of migratory children. To accomplish this goal, the FRCS will do the following: provide opportunities for the groups to participate by sharing experiences, providing input, and share needs through surveys. Connecting the parents with others who share similar experiences will provide opportunities for reflection and education.

11. **Notices:** In accordance with federal law, FRCS will provide the following notices to parents of children attending Title I, Part A schools:

    - Annual report card

    - A notice regarding the parent's right to request information regarding the following:

        - Professional qualifications of the student's homeschool teachers;

        - The level of achievement and academic growth of the student, if applicable and available, on each of the State academic assessments and timely notice that the student has been assigned, or has been taught for 4 or more consecutive weeks by, a teacher who does not meet applicable State certification or licensure requirements at the grade level and subject area in which the teacher has been assigned.

        - Information regarding any State or FRCS policy regarding student participation in any assessments mandated by federal law and by the State and FRCS, which shall include a policy, procedure or parental right to opt the child out of such assessment, where applicable.

    - The notice regarding language instruction programs.

    - Any other notices required by law.

12. **Miscellaneous:**

FRCS shall ensure that all information related to FRCS and parent programs, meetings and other activities is sent to the parents of participating children in a format and, to the extent practicable, in a language the parents can understand.

FRCS will provide other reasonable support for parental involvement activities as requested by parents.

Coversheet

Board Meeting Calendar for the 2021-2022 School Year

Section: V. Governance
Item: A. Board Meeting Calendar for the 2021-2022 School Year
Purpose: Vote
Submitted by:
Related Material: FRCS 21-22 Board Calendars.pdf

BACKGROUND:
This is the final version of the Board Calendar for 2021-2022. Meetings primarily taking place in the 3rd week of the month with a few exceptions:

- July to accommodate Administrative Break
- December to provide First Interims to County by 12/15
- April to allow time to prepare for meeting after spring break
- June to reach authorizer's deadline for Local Control and Accountability Plan

RECOMMENDATION:
Recommended for Board approval.

2021-2022 Board Calendar

Feather River CHARTER SCHOOL

Board Meeting Dates	
July 20	Jan 15
Aug 17	Feb 15
Sept 14	Mar 15
Oct 19	Apr 26
Nov 16	May 17
Dec 7	June 7

Holidays	
Sep 6	Labor Day
Nov 11	Veteran's Day
Nov 25	Thanksgiving Break
Dec 20 - Jan 3	Winter Break
Jan 17	Martin Luther King, Jr. Day
Feb 11	Lincoln Day
Feb 21	Washington Day
Apr 11-18	Spring Break
May 30	Memorial Day

Appendix- Important Due Dates	
October	Unaudited Actuals
	11/1 Dashboard Indicators due to the State
December	Approval of Previous Years Audit
	12/15 First Interims due to County
January	2/1 SARC due to State
February	3/1 Comprehensive Safety Plan
March	3/15 Second Interims due to County
	3/31 Auditor Selection due to County
	4/1 Form 700s due to County Board of Supervisors
April	School Calendars
May	Public Hearing for LCAP
June	Adopted Budget
	Final Approval of LCAP
	Board Meeting Calendar

July 2021

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

August 2021

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

September 2021

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

October 2021

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

November 2021

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

December 2021

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

January 2022

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

February 2022

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

March 2022

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

April 2022

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May 2022

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June 2022

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

Holidays

Due Date (See Appendix)

Board Meeting

Coversheet

Third Amended Bylaws

Section: V. Governance
Item: E. Third Amended Bylaws
Purpose: Vote
Submitted by:
Related Material:
DOCS--4515230-v2--Resolution Authorizing Third Amended Bylaws (Feather River).DOCX
DOCS--4508627-v2--Third Amended Bylaws (Feather River) redline.DOCX

BACKGROUND:
The purpose of these Third Amended Bylaws is to provide for appropriate staggering of terms for directors, such that not all directors are up for election at the same time. This amendment to the current board-approved bylaws would provide for an appropriate staggering method, as well as increase the term from one year to two years.

RECOMMENDATION:
Recommended for Board approval.

RESOLUTION OF THE BOARD OF DIRECTORS OF FEATHER RIVER CHARTER SCHOOL TO APPROVE THIRD AMENDED BYLAWS AND ELECT BOARD OF DIRECTORS

WHEREAS, Feather River Charter School ("Corporation") is a California nonprofit public benefit corporation that operates the Feather River Charter School, a California public charter school;

WHEREAS, the Corporation's Second Amended Bylaws provide that each director of the Corporation shall hold office for a one-year term, which shall be staggered;

WHEREAS, to provide for appropriate staggering of terms for directors, such that not all directors are up for election at the same time, the Board of Directors ("Board") desires to amend its bylaws to provide for an appropriate staggering method, as well as increasing the term to two years; and

WHEREAS, the Board desires to adopt the Third Amended Bylaws of Feather River Charter School, in the form set forth in Exhibit A, to stagger director terms as described above, and elect directors and officers as set forth herein.

NOW, THEREFORE, this Board finds, resolves, and orders as follows:

Section 1. The foregoing recitals are true and correct.

Section 2. The Board approves the Third Amended Bylaws of Feather River Charter School dated July 15, 2021, as set forth in Exhibit A, effective immediately.

Section 3. The Board hereby elects the following individuals to the Board of Directors for the position and term as specified next to their name:

Office	Name	Term
President	David Brockmyer	July 1, 2021 – June 30, 2023
Treasurer & Secretary	vacancy	July 1, 2021 – June 30, 2023
Director	Jevon Webster	July 1, 2021 – June 30, 2023
Director	Juina Carter	July 1, 2021 – June 30, 2022
Director	Nick Wavrin	July 1, 2021 – June 30, 2022

Commented [A1]: **TO JENELL/JULIE:** These are placeholders for the Board's approval. I just chose 3 to stagger, but this is ultimately up to the Board to decide who is President, Treasurer/Secretary, etc. and their terms.

I recommend giving three board directors two year terms and two board directors one year terms for purposes of staggering going forward.

Section 4. The Board positions with a one-year term for purposes of staggering shall have two-year terms thereafter.

# # #

SECRETARY'S CERTIFICATE

I, _____, Secretary of the Board of Directors of Feather River Charter School, a California nonprofit public benefit corporation, County of Sutter, California, hereby certify as follows:

The attached is a full, true, and correct copy of the resolutions duly adopted at a regular meeting of the Board of Directors of Feather River Charter School, which was duly and regularly held on _____, at which all the members of the Board of Directors had due notice and at which a quorum thereof was present; and at such meeting such resolutions were adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

WITNESS my hand this ___ day of _____, 2021.

_____
Secretary, Feather River Charter School

EXHIBIT A

THIRD AMENDED BYLAWS OF
FEATHER RIVER CHARTER SCHOOL

[See Attached]

~~SECOND~~ THIRD AMENDED BYLAWS

OF

FEATHER RIVER CHARTER SCHOOL

a California Nonprofit Public Benefit Corporation

ARTICLE I
OFFICES

Section 1. PRINCIPAL OFFICE. The board of directors shall fix the location of the principal executive office of the corporation at any place within or outside the State of California. If the principal executive office is located outside the State of California, and the corporation has one or more offices in the State of California, the board of directors shall likewise fix and designate a principal office in the State of California.

Section 2. OTHER OFFICES. The corporation may also establish offices at such other places, both within and outside the State of California, as the board of directors may from time to time determine or the activities of the corporation may require.

ARTICLE II
OBJECTIVES AND PURPOSES

The specific objectives and purposes of this corporation shall be to operate one or more California public charter schools.

ARTICLE III
NONPARTISAN ACTIVITIES

The corporation has been formed under the California Nonprofit Public Benefit Corporation Law (the "Law") for the public, nonprofit, nonpartisan, and charitable purposes described in its articles of incorporation. Notwithstanding any other provision in these bylaws, this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes of this corporation, and the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended ("IRC"), or (b) by a corporation contributions to which are deductible under IRC Section 170(c)(2).

ARTICLE IV
DEDICATION OF ASSETS

The properties and assets of this corporation are irrevocably dedicated to the charitable purposes described in Article III above and in the articles of incorporation of this corporation. No

part of the net earnings, properties, or assets of this corporation, on dissolution or otherwise, shall inure to the benefit of its directors or officers, or to any individual. On liquidation or dissolution of this corporation, all remaining assets of this corporation, after payment, or provision for payment, of all debts and liabilities of this corporation, shall be distributed and paid over to an organization dedicated to charitable purposes that is exempt from federal income tax under IRC Section 501(c)(3) and that is exempt from California income tax under Section 23701d of the California Revenue and Taxation Code.

ARTICLE V
NO MEMBERS

Section 1. NO MEMBERS. The corporation shall have no members within the meaning of Section 5056 of the California Nonprofit Public Benefit Corporation Law.

Section 2. AUTHORITY VESTED IN BOARD. Any action that otherwise requires approval by a majority of all members, or approval by the members, requires only approval of the bBoard. All rights that would otherwise vest under the Nonprofit Public Benefit Corporation Law in the members shall vest in the bBoard.

Section 3. ASSOCIATES. The corporation may use the term "members" to refer to persons associated with it, but such persons shall not be corporate members within the meaning of Section 5056 of the California Nonprofit Public Benefit Corporation Law.

ARTICLE VI
DIRECTORS

Section 1. POWERS. Subject to the provisions of the Law and any limitations in the articles of incorporation and these bylaws, the activities and affairs of the corporation shall be managed and all corporate powers shall be exercised by or under the direction of the board of directors. Without prejudice to such general powers, but subject to the same limitations, it is hereby expressly declared that the board of directors shall have the following powers in addition to the other powers enumerated in these bylaws:

(a) To select and remove all of the other officers, agents, and employees of the corporation; prescribe any powers and duties for them that are consistent with law, with the articles of incorporation, and with these bylaws; fix their compensation; and require from them security for faithful service.

(b) To conduct, manage, and control the affairs and activities of the corporation and to make such rules and regulations that are consistent with law, the articles of incorporation, and these bylaws, as they deem to be appropriate and in the best interests of the corporation.

(c) To adopt, make, and use a corporate seal; and to alter the form of such seal.

(d) To borrow money and to incur indebtedness on behalf of the corporation, and to cause to be executed and delivered for the purposes of the corporation, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, or other evidences of debt and securities.

(e) To change the principal executive office or the principal office in the State of California from one location to another; to cause the corporation to be qualified to conduct its activities in any other state, territory, dependency, or country and conduct its activities within or outside the State of California; and to designate any place within or outside the State of California for the holding of any board of directors meeting or meetings.

(f) To make donations for the public welfare or for community funds, hospital, charitable, educational, scientific, civic, religious, or similar purposes.

(g) To act as a trustee under any trust incidental to the principal objects of the corporation, and to receive, to hold, to administer, to exchange, and to expend funds and property subject to such trust.

(h) To receive endowments, devises, bequests, gifts, and donations of all kinds of property for its own use, or in trust, in order to carry out or to assist in carrying out, the objects and purposes of the corporation and to do all things and acts necessary or proper to carry out each and all of the purposes and provisions of such endowments, devises, bequests, gifts, and donations with full power to mortgage, sell, lease, or otherwise to deal with or dispose of the same in accordance with the terms thereof.

(i) To sell any property, real, personal, or mixed, owned by the corporation at any time, and from time to time upon such terms as the board of directors may deem advisable, at public or private sale, for cash or upon credit.

(j) To retain sums received by the corporation uninvested, if, in the discretion of the board of trustees, such sums cannot be invested advantageously.

(k) To retain all or any part of any securities or property acquired by the corporation in whatever manner, and to invest and reinvest any funds held by the corporation, according to the judgment of the board of directors without being restricted to the class of investments that the board of directors is or may hereafter be permitted by law to make or any similar restriction; provided, however, that no action shall be taken by or on behalf of the corporation if such action is a prohibited transaction or would result in the denial of the tax exemption under IRC Section 501 or Section 23701 of the California Revenue and Taxation Code.

(l) To invest funds received by the corporation in stocks, bonds, mortgages, loans, whether secured or unsecured, or other investments as the board of directors shall deem advisable.

Section 2. NUMBER AND QUALIFICATION. The authorized number of directors shall be no less than three (3) and no more than five (5), unless changed by amendments to these bylaws, with the actual number to be determined from time to time by a resolution or motion of the board. Directors shall be elected by a vote of a majority of directors then in office. The board of directors shall consist of at least three (3) directors unless changed by an amendment to these bylaws.

Section 3. RESTRICTION ON INTERESTED PERSONS AS DIRECTORS. In accordance with the California Corporations Code, no more than 49 percent of the persons serving on the board of directors may be interested persons (as defined in this Section 3). 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- or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation, if any, paid to a director as director; or (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 any such person. Spouses of staff are ineligible to serve as a member of the board of directors to avoid any conflicts of interest under Government Code section 1090. The board of directors and designated staff members are required to follow the recusal processes identified in the Government Code sections 1091 and 1091.5, and the Political Reform Act (Government Code sections 87100, et seq.).

Section 4. TERM OF OFFICE; EVENTS CAUSING VACANCIES ON BOARD. Each director shall hold office for ~~one~~two (~~1~~2) year terms unless the board of directors approves a one (1) year term for purposes of ~~, which terms shall be~~ staggered~~ed~~ing. To provide for staggering, the directors shall be divided into separate classes with each class serving an overlapping term such that not all board of directors are up for election at any given time. A director may serve multiple terms of service. 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 the Law, Chapter 2, Article 3; and (c) the increase of the authorized number of directors.

Section 5. DIRECTOR SELECTION. New directors shall be selected in the sole discretion of the majority of the board at the time of selection. The board will endeavor to advertise any director vacancies on its website and to the school community. Current board members may also recommend potential new directors to the board. The board will accept applications to fill available vacancies. The board is not obligated to select any applicant if, in the board's sole discretion, it does not believe the applicant possesses the requisite skills, availability, demeanor, etc., suitable for the director position even if that means the position will

remain vacant. At least one member of the board of directors will be a community member or a parent of Feather River Charter School ("School") student.

Section 6. 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 of directors. 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 may designate a successor to take office as of the date when the resignation becomes effective. Except upon notice to the Attorney General of California, no director may resign if the corporation would then be left without a duly elected director or directors in charge of its affairs.

Section 7. REMOVAL OF DIRECTORS. Any director may be removed at any time by a majority vote of directors then in office, with or without cause.

Section 8. VACANCIES. Vacancies on the board shall be filled by the vote of a majority of directors then in office. Each director so elected shall hold office until expiration of the term of the replaced director, if mid-term, and for the term if voted in at the beginning of a new term.

Section 9. PLACE OF MEETINGS AND MEETINGS BY TELEPHONE. Any meeting of the board of directors may be held at any place within the county in which the greatest number of pupils who are enrolled in the School reside that has been designated from time to time by resolution of the board or in the notice of the meeting. In the absence of such designation, meetings shall be held at the principal executive office of the corporation. Any meeting, annual, regular or special, may be held by conference telephone or similar communication equipment, so long as all directors participating in the meeting can hear one another and a majority of the members are within the county in which the greatest number of pupils who are enrolled in the School reside. All such directors shall be deemed to be present in person at such telephonic meeting. Prior written notice of any and all such meetings of the board of directors shall be provided to the directors at least seventy-two (72) hours prior to the time of the holding of the meeting.

Section 10. ANNUAL AND REGULAR MEETINGS. The annual meeting of the board of directors shall be held each year on the date and time as may be fixed by the board of directors. At such annual meeting, officers shall be elected and any other proper business may be transacted. Other regular meetings of the board of directors shall be held at such time as shall from time to time be fixed by the board of directors.

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. This Act requires that at least 72 hours before a regular meeting, and 24 hours before a special 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 11. SPECIAL MEETINGS. Special meetings of the board of directors for any purpose or purposes may be called at any time by the chairman of the board or a board majority.

Notice of the time and place of special meetings shall be delivered to each director personally or by telephone or sent by first-class mail, postage prepaid, or telegram, charges prepaid, or electronic transmission, addressed to each director at his or her address as it is shown on the records of the corporation. In case the notice is mailed, it shall be deposited in the United States mail at least four days prior to the time of the holding of the meeting. In case such notice is delivered personally or by telephone or telegraph, it shall be delivered personally or by telephone or to the telegraph company at least twenty-four (24) hours prior to the time of the holding of the meeting. Any oral notice given personally or by telephone may be communicated either to the director or to the person at the office of the director who the person giving the notice has reason to believe will promptly communicate it to the director.

Section 12. QUORUM. A majority of the ~~authorized~~ actual number of directors shall constitute a quorum for the transaction of business, except to adjourn as provided in Section ~~13~~ 14 below. Every act or decision done or made by the board of directors requires a vote of the majority of the ~~acting~~ board of directors present at a meeting with a quorum, subject to the provisions of Section 5212 of the Code (appointment of committees), Section 5233 of the Code (approval of contracts or transactions in which a director has a direct or indirect material financial interest), Section 5234 of the Code (approval of certain transactions between corporations having common directorships), Section 5235 (compensation of directors or officers), and Section 5238(e) of the Code (indemnification of directors).

Section 13. WAIVER OF NOTICE; CONSENT. Notice of a meeting required by the Corporations Code need not be given to any director who, either before or after the meeting, signs a waiver of notice, a consent to holding the meeting, or an approval of the minutes of the meeting. The waiver of notice or consent need not specify the purpose of the meeting. All such waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meeting. Notice of meeting shall also be deemed given to any director who attends the meeting without protesting, before or at the commencement of the meeting, the lack of notice to that director. Notice of all meetings shall be given in accordance with the requirements of the Ralph M. Brown Act, California Corporations Code sections 54950, et seq.

Section 14. ADJOURNMENT. A majority of the directors present, whether or not constituting a quorum, may adjourn any meeting to another time and place. Notice of the time and place of holding an adjourned meeting shall be given in the same manner as provided for special meetings, unless notice is waived as provided for special meetings. A copy of the notice of adjournment shall be conspicuously posted on or near the door of the place where the adjourned meeting was held within 24 hours after the time of the adjournment.

Section 15. FEES AND COMPENSATION. Directors and members of committees shall receive no compensation for their services; provided however, that directors and members of

committees may receive reimbursement of out-of-pocket expenses, as determined by resolution of the board of directors. Nothing contained herein shall be construed to preclude any director from serving the corporation in any other capacity as an officer, agent, employee, or otherwise, and receiving compensation for such services if compensation is awarded by the board of directors.

ARTICLE VII
COMMITTEES

Section 1. COMMITTEES OF DIRECTORS. The board of directors may, by resolution adopted by a majority of the directors then in office, designate one or more committees, each consisting of two or more directors, to serve at the pleasure of the board. Appointments to such committees shall be by a majority vote of the directors then in office. The board may designate one or more directors as alternate members of any committee, who may replace any absent member at any meeting of the committee. Any such committee, to the extent provided in the resolution of the board, shall be advisory only.

Section 2. MEETINGS AND ACTION. Meetings and action of committees of the board shall be governed by, and held and taken in accordance with, the provisions of Article VI of these bylaws, Sections ~~8~~ 9 (place of meetings and meetings by telephone), ~~9~~ 10 (annual and regular meetings), ~~10~~11 (special meetings), ~~11~~12 (quorum), ~~12~~13 (waiver of notice), and ~~13~~ 14 (adjournment) ~~and 14 (action without meeting)~~, with such changes in the context of those bylaws as are necessary to substitute the committee and its members for the board of directors and its members, except for the following: (a) the time of regular and annual meetings of committees may be determined by resolution of the board of directors as well as the committee; (b) special meetings of committees may also be called by resolution of the board of directors; and (c) and notice of special meetings of committees shall also be given to all alternate members, who shall have the right to attend all meetings of the committee. Minutes of each meeting of any committee shall be kept and filed with the corporate records. The board of directors may adopt rules for the government of any committee not inconsistent with the provisions of these bylaws. If required by law, committee meetings shall be held in accordance with the Ralph M. Brown Act, California Government Code sections 54950, et seq.

ARTICLE VIII
OFFICERS

Section 1. OFFICERS. The officers of the corporation shall be a president, a secretary, and a chief financial officer. The corporation may also have, at the discretion of the board of directors, a chairman of the board, one or more vice presidents, one or more assistant secretaries, one or more assistant treasurers, and such other officers as may be appointed in accordance with the provisions of Section 3 of this Article VIII. 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 the president or the chairman of the board.

Section 2. ELECTION. The officers of the corporation, except such officers as may be appointed in accordance with the provisions of Section 3 or Section 5 of this Article VIII, shall be chosen by the board of directors, and each shall serve at the pleasure of the board, subject to the rights, if any, of an officer under any contract of employment.

Section 3. OTHER OFFICERS. The board of directors may appoint, and may empower the president to appoint, such other officers as the activities of the corporation may require, each of whom shall hold office for such period, have such authority, and perform such duties as are provided in the bylaws or as the board of directors may from time to time determine.

Section 4. REMOVAL AND RESIGNATION. Subject to the rights, if any, of any officer under any contract of employment, any officer may be removed, either with or without cause, by the board of directors or, except in case of an officer chosen by the board of directors, by any officer upon whom such power of removal may be conferred by the board of directors.

Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any such resignation is without prejudice to the rights, if any, of the corporation under any contract to which the officer is a party.

Section 5. VACANCIES. 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 regular appointments to such office.

Section 6. CHAIRMAN OF THE BOARD. The chairman of the board, if such an officer be elected, shall, if present, preside at meetings of the board of directors and exercise and perform such other powers and duties as may be from time to time assigned to him or her by the board of directors or prescribed by the bylaws. If there is no president, the chairman of the board will in addition be the chief executive officer of the corporation and shall have the powers and duties prescribed in Section 7 of this Article VIII.

Section 7. PRESIDENT. Subject to such supervisory powers, if any, as may be given by the board of directors to the chairman of the board, if there be such an officer, the president shall be the chief executive officer of the corporation and shall, subject to the control of the board of directors, have general supervision, direction, and control of the activities and the officers of the corporation. He or she shall preside, in the absence of the chairman of the board, or if there be none, at all meetings of the board of directors. He or she shall have the general powers and duties of management usually vested in the office of president of the corporation and shall have such other powers and duties as may be prescribed by the board of directors or the bylaws.

Section 8. VICE PRESIDENTS. In the absence or disability of the president, the vice presidents, if any, in order of their rank as fixed by the board of directors or, if not ranked, a vice president designated by the board of directors, shall perform all the duties of the president, and

when so acting shall have all the powers of, and be subject to all the restrictions upon, the president. The vice presidents shall have such other powers and perform such other duties as from time to time may be prescribed for them respectively by the board of directors or the bylaws and the president or the chairman of the board.

Section 9. SECRETARY. The secretary shall keep, or cause to be kept, at the principal executive office or such other place as the board of directors may direct, a book of minutes of all meetings and actions of directors, and committees of directors, with the time and place of holding, whether regular or special, and, if special, how authorized, the notice thereof given, the names of those present at directors and committee meetings, and the proceedings thereof.

The secretary shall give, or cause to be given, notice of all meetings of the board of directors required by the bylaws or by law to be given, and he or she shall keep the seal of the corporation, if one be adopted, in safe custody, and shall have such other powers and perform such other duties as may be prescribed by the board of directors or by the bylaws.

Section 10. CHIEF FINANCIAL OFFICER. The chief financial officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of the corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, retained earnings, and other matters customarily included in financial statements. The books of account shall at all reasonable times be open to inspection by any director.

The chief financial officer shall deposit, or cause to be deposited, all monies and other valuables in the name and to the credit of the corporation with such depositaries as may be designated by the board of directors. He or she shall distribute, or cause to be disbursed, the funds of the corporation as may be ordered by the board of directors, shall render to the president and directors, whenever they request it, an account of all financial transactions and of the financial condition of the corporation, and shall have such other powers and perform such other duties as may be prescribed by the board of directors or the bylaws.

If required by the board of directors, the chief financial officer shall give the corporation a bond in the amount and with the surety or sureties specified by the board for faithful performance of the duties of his or her office and for restoration to the corporation of all of its books, papers, vouchers, money, and other property of every kind in his or her possession or under his or her control on the death, resignation, retirement, or removal from office of the chief financial officer.

ARTICLE IX
INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES

Section 1. DEFINITIONS. For the purposes of this Article IX, the definition of the terms “agent”, “proceeding”, and “expenses” shall be governed by Section 5238 of the Code.

Section 2. INDEMNIFICATION IN ACTIONS BY THIRD PARTIES. The corporation shall have power to indemnify any person who was or is a party or is threatened to be made a party to any proceeding (other than an action by or in the right of the corporation to procure a judgment in its favor, an action brought under Section 5233 of the Code, or an action brought by the Attorney General of California or a person granted relator status by the Attorney General of California for any breach of duty relating to assets held in charitable trust) by reason of the fact that such person is or was an agent of the corporation, against expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with such proceeding if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the corporation and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful. The termination of any proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in the best interests of the corporation or that the person had reasonable cause to believe that the person's conduct was unlawful.

Section 3. INDEMNIFICATION IN ACTIONS BY OR IN THE RIGHT OF THE CORPORATION. The corporation shall have power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action by or in the right of the corporation, or brought under Section 5233 of the Code, or brought by the Attorney General of California or a person granted relator status by the Attorney General of California for breach of duty relating to assets held in charitable trust, to procure a judgment in its favor by reason of the fact that such person is or was an agent of the corporation, against expenses actually and reasonably incurred by such person in connection with the defense or settlement of such action if such person acted in good faith, in a manner such person believed to be in the best interests of the corporation, and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. No indemnification shall be made under this Section 3 for any of the following:

(a) Any claim, issue, or matter as to which such person shall have been adjudged to be liable to the corporation in the performance of such person's duty to the corporation, unless and only to the extent that the court in which such action was brought shall determine upon application that, in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for the expenses which such court shall determine;

(b) Amounts paid in settling or otherwise disposing of a threatened or pending action, with or without court approval; or

(c) Expenses incurred in defending a threatened or pending action which is settled or otherwise disposed of without court approval, unless it is settled with the approval of the Attorney General of California.

Section 4. INDEMNIFICATION AGAINST EXPENSES. To the extent that an agent of the corporation has been successful on the merits in defense of any proceeding referred to in Sections 2 or 3 of this Article IX or in defense of any claim, issue, or matter therein, the agent shall be indemnified against expenses actually and reasonably incurred by the agent in connection therewith.

Section 5. REQUIRED DETERMINATIONS. Except as provided in Section 4 of this Article IX, any indemnification under this Article shall be made by the corporation only if authorized in the specific case, upon a determination that indemnification of the agent is proper in the circumstances because the agent has met the applicable standard of conduct set forth in Sections 2 or 3 of this Article IX by:

(a) A majority vote of a quorum consisting of directors who are not parties to such proceeding; or

(b) The court in which such proceeding is or was pending upon application made by the corporation or the agent or the attorney or other person rendering services in connection with the defense, whether or not such application by the agent, attorney, or other person is opposed by the corporation.

Section 6. ADVANCE OF EXPENSES. Expenses incurred in defending any proceeding may be advanced by the corporation prior to the final disposition of such proceeding upon receipt of an undertaking by or on behalf of the agent to repay such amount unless it shall be determined ultimately that the agent is entitled to be indemnified as authorized in this Article IX.

Section 7. OTHER INDEMNIFICATION. No provision made by the corporation to indemnify its directors or officers for the defense of any proceeding, whether contained in the articles of incorporation, bylaws, a resolution of directors, an agreement, or otherwise, shall be valid unless consistent with this Article IX. Nothing contained in this Article IX shall affect any right to indemnification to which persons other than such directors and officers may be entitled by contract or otherwise.

Section 8. FORMS OF INDEMNIFICATION NOT PERMITTED. No indemnification or advance shall be made under this Article IX, except as provided in Section 4 or Section 5(b), in any circumstance if it appears that:

(a) It would be inconsistent with a provision of the articles of incorporation, bylaws, or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or

(b) It would be inconsistent with any condition expressly imposed by a court in approving a settlement.

Section 9. INSURANCE. The corporation shall have the power to purchase and maintain insurance on behalf of any agent of the corporation against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not the corporation would have the power to indemnify the agent against such liability under the provisions of this Article IX; provided, however, that the corporation shall have no power to purchase and maintain such insurance to indemnify any agent of the corporation for a violation of Section 5233 of the Code.

ARTICLE X
RECORDS AND REPORTS

Section 1. MAINTENANCE OF CORPORATE RECORDS. The corporation shall keep (a) adequate and correct books and records of account kept either in written form or in any other form capable of being converted into written form and (b) minutes, in written form, of the proceedings of the board of directors and committees of the board. All such records shall be kept at the corporation's principal executive office, or if its principal executive office is outside the State of California, at its principal office in this state.

Section 2. MAINTENANCE AND INSPECTION OF ARTICLES AND BYLAWS. The corporation shall keep at its principal executive office, or if its principal executive office is not in the State of California, at its principal office in this state, the original or a copy of its articles of incorporation and bylaws, as amended to date, that shall be open to inspection by the directors at all reasonable times during office hours. If the principal executive office of the corporation is outside the State of California and the corporation has no principal office in this state, the Secretary shall, upon the written request of any director, furnish to such director a copy of the articles of incorporation or bylaws, as amended to date.

Section 3. INSPECTION. Every director shall have the absolute right at any reasonable time, and from time to time, to inspect all books, records, and documents of every kind and the physical properties of the corporation. Such inspection by a director may be made in person or by agent or attorney and the right of inspection includes the right to copy and make extracts.

Section 4. ANNUAL REPORTS. The board of directors shall cause an annual report to be sent to the directors within 120 days of the corporation's fiscal year end. That report shall contain the following information, in appropriate detail, for the fiscal year:

(a) The assets and liabilities, including the trust funds, of the corporation as of the end of the fiscal year;

(b) The principal changes in assets and liabilities, including trust funds;

(c) The revenue or receipts of the corporation, both unrestricted and restricted to particular purposes;

(d) The expenses or disbursements of the corporation for both general and restricted purposes; and

(e) Any information required by Section 5 of this Article X.

The annual report shall be accompanied by any report thereon of independent accountants or, if there is no such report, by the certificate of an authorized officer of the corporation that such statements were prepared without audit from the books and records of the corporation.

Section 5. ANNUAL STATEMENT OF CERTAIN TRANSACTIONS AND INDEMNIFICATIONS. As part of the annual report to all directors, the corporation shall annually prepare and mail or deliver to each director within 120 days after the corporation's fiscal year end, a statement (described below) of any transaction or indemnification (i) in which the corporation was a party and (ii) in which an "interested person" had a direct or indirect material financial interest~~.~~, if any such transaction occurred. For this purpose, an "interested person" is any director or officer of the corporation.

The statement shall include the following information:

(a) A brief description of any transaction during the previous fiscal year that involved more than $50,000, or was one of a number of transactions in which the same interested person had a direct or indirect material financial interest involving, in the aggregate, more than $50,000;

(b) The names of interested persons involved in such transactions described in the preceding paragraph (a), their relationship to the corporation, the nature of their interest in the transaction and, if practicable, the amount of that interest; provided, however, 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; and

(c) A brief description of the amount and circumstances of any indemnifications or advances aggregating more than $10,000 paid during the fiscal year to any officer or director of the corporation under Article IX of these bylaws, unless that indemnification already has been approved by the directors under Section 5238(e)(2) of the Code.

ARTICLE XI
GENERAL MATTERS

Section 1. CHECKS, DRAFTS, EVIDENCES OF INDEBTEDNESS. All checks, drafts, or other orders for payment of money, notes, or other evidences of indebtedness, issued in the name of or payable to the corporation, shall be signed or endorsed by such person or persons and in such manner as, from time to time, shall be determined by resolution of the board of directors.

Section 2. CORPORATE CONTRACTS AND INSTRUMENTS; HOW EXECUTED. Except as otherwise provided in these bylaws, the board of directors may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances; and, unless so authorized or ratified by the board of directors or within the agency power of an officer, no officer, agent or employee shall have any power or authority to bind the corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or for any amount.

Section 3. REPRESENTATION OF SHARES OF OTHER CORPORATIONS. The chairman of the board, the president, or any vice president, or any other person authorized by resolution of the board of directors or by any of the foregoing designated officers, is authorized to vote on behalf of the corporation any and all shares of any other corporation or corporations, foreign or domestic, standing in the name of the corporation. The authority granted to said officers to vote or represent on behalf of the corporation any and all shares held by the corporation in any other corporation or corporations may be exercised by any such officer in person or by any person authorized to do so by a proxy duly executed by said officer.

Section 4. CONSTRUCTION AND DEFINITIONS. Unless the context requires otherwise, the general provisions, rules of construction, and definitions in the Law shall govern the construction of these bylaws. Without limiting the generality of the foregoing, the singular number includes the plural, the plural number includes the singular, the masculine gender includes the feminine and neuter, and the term "person" includes both a corporation and a natural person. All references in these bylaws to the Law, the Law, or to the Code shall be deemed to be those in effect from time to time.

ARTICLE XII
AMENDMENTS

The board may adopt, amend, or repeal bylaws unless doing so would be a prohibited amendment under the California Corporations Code. Any amendment to these bylaws will require a majority vote of the directors then in office; provided, however, that if the articles of incorporation of the corporation set forth the number of authorized directors of the corporation, the authorized number of directors may be changed only by an amendment of the articles of incorporation.

CERTIFICATE OF SECRETARY

The undersigned, being the duly elected and acting Secretary of Feather River Charter School, a California nonprofit public benefit corporation, does hereby certify that the foregoing ~~First~~ Third Amended Bylaws constitute the bylaws of this corporation as duly adopted at the meeting of the Board of Directors of Feather River Charter School on ~~June 16, 2020~~INSERT DATE.

IN WITNESS WHEREOF, the undersigned has executed this Certificate this ~~16th~~ INSERT DAY day of ~~June~~INSERT MONTH, 202~~0~~1.

_____

~~Shannon Milligan~~Max Semenenko, Secretary

Coversheet

Upcoming Compliance Items

Section: V. Governance
Item: F. Upcoming Compliance Items
Purpose: FYI
Submitted by:
Related Material: Compliance Calendar June 2021.png

Due Date	Description	Completed By
Jun-25	**Certification of the 2020-21 Second Principal Apportionment -** The Principal Apportionment includes funding for the Local Control Funding Formula, which is the primary source of an LEA's general purpose funding; Special Education (AB 602); and funding for several other programs. The Second Principal Apportionment (P-2), certified by June 25, is based on the second period data that LEAs report to CDE in April and May. P-2 supersedes the P-1 Apportionment calculations and is the final state aid payment for the fiscal year ending in June.	North School
Jun-30	**Local Control and Accountability Plan -** The LCAP is a three-year plan that describes the goals, actions, services, and expenditures to support positive student outcomes that address state and local priorities. The LCAP provides an opportunity for local educational agencies (LEAs) to share their stories of how, what, and why programs and services are selected to meet their local needs. The components of the LCAP for the 2021-2022 LCAP year must be posted as one document assembled in the following order: LCFF Budget Overview for Parents Annual Update with instructions Plan Summary Stakeholder Engagement Goals and Actions Increased or Improved Services for Foster Youth, English Learners, and Low-income students Expenditure Tables Instructions **The LCAP must be presented at the same public meeting as the budget, preceding the budget hearing.** **LCAP and budget adoption must be at least 1 day after the public hearing.**	North School with Charter Impact support
Jun-30	**LCAP Federal Addendum** - Explain the LEA's strategy for using federal funds to supplement and enhance local priorities or initiatives funded with state funds, as reflected in the LEA's LCAP. This shall include describing the rationale/evidence for the selected use(s) of federal funds within the context of the LEA's broader strategy reflected in the LCAP.	North School
Jun-30	**Submit Preliminary Budget Plan to Authorizer -** Charter Schools are required to submit their annual budgets to their authorizer by the authorizer-imposed deadline. Authorizers then use the budget to determine if the Charter School has reasonable financial health to sustain operations. **The budget must be presented at the same public meeting as the LCAP, following the budget hearing.** **LCAP and budget adoption must be at least 1 day after the public hearing.**	Charter Impact
Jun-30	**Approve school calendar and instructional minutes -** 180/175 days charter schools and are allowed to shorten instructional year by 5 days without fiscal penalty. Kindergarten ~ 600 hours; Grades 1-3 ~ 840 hours; Grades 4-8 ~ 900 hours; Grades 9-12 ~ 1080 hours	North School with Charter Impact support
Jun-30	**Review your Parental Involvement Policy -** Every local educational agency (LEA) in California must have a parental involvement policy: Federal requirement (LEAs accepting Title I funds). State requirement (California Education Code [EC] for non-Title I schools. Parents must be involved in how the funds reserved for parental involvement will be allocated for parental involvement activities. Keep minutes and sign-in sheets documenting these discussions. The California Department of Education (CDE) reviews the Consolidated Application and Reporting System (CARS) to see if the required reservation has been made.	North School
Jun-30	**Review your Homeless Education Policy -** A Homeless Education Policy is used to ensure that your school is compliant with key provisions of the Education for Homeless Children and Youths Act. It is also used to collect the contact information for your required designated homeless liaisons at your school. All schools are required to establish a board approved Homeless Education Policy.	North School
Jun-30	**Complete Consolidated Application reporting - Spring -** The Consolidated Application (ConApp) is used by the California Department of Education (CDE) to distribute categorical funds from various state and federal programs to county offices, school districts, and direct-funded charter schools throughout California. Annually, in May, each local educational agency (LEA) submits the spring release of the application to document participation in these programs and provide assurances that the district will comply with the legal requirements of each program.	Charter Impact with North School support
Jun-30	**Nonclassroom-Based Funding Determination -** Charter schools with an existing funding determination ending in 2020/21 must request a funding determination on or before February 1. Education Code [EC] Section 47612.5 prohibits charter schools from receiving any funding for nonclassroom-based instruction unless the State Board of Education (SBE) determines its eligibility for funding. **NOTE: This due date was extended. Per SB820, Section 75, a school is deemed to have met the spending and PTR requirements as long as the FDF form is completed and submitted by 6/30/21.**	Charter Impact
Jul-01	**Annual review of status of Statement of Information (Form SI-100) -** Every California nonprofit must file a Statement of Information with the California Secretary of State, within 90 days of registering with the California Secretary of State, and every two years thereafter during a specific 6-month filing period based on the original registration date.	Charter Impact with North School support
Jul-07	**CARES Act - 4th Quarter Expenditure Report -** Reporting activity April 1, 2021 - June 30, 2021. The CARES Act includes multiple pots of federal funding to limit or defray the impact of COVID-19. The CARES Act Reporting application was created by the California Department of Education to gather required data for purposes of state and federal report on CARES Act and other COVID-19 related funds.	Charter Impact
Jul-15	**Final Federal Expenditure and ERMHS Report (Special Education)** - Financial reporting for year-end actuals are due for El Dorado Charter SELPA members.	Charter Impact
Jul-30	**CALPADS EOY 1, 2, 3, and 4** - Course Completion, Program Eligibility/Participation, Homeless Students, Student discipline, Cumulative Enrollment, Student Absence Summary and SpED	North School
Jul-31	**Federal Cash Management - Period 1 -** The Title I, Part A; Title I, Part D, Subpart 2; Title II, Part A; Title III LEP; Title III Immigrant; and Title IV programs under the Elementary and Secondary Education Act of 1965 (ESEA), as amended by the ESSA, will utilize the Federal Cash Management program. Charter schools that are awarded a grant under any of these programs must submit the CMDC report for a particular quarter in order to receive an apportionment for that quarter; CDE will apportion funds to LEAs whose cash balance is below a certain threshold.	Charter Impact
Jul-31	**Annual review of organization's Fiscal Policies** - Board approved fiscal policies define the organization's financial operations and internal controls to ensure compliance with industry and government regulations. An annual review is recommended to ensure compliance with current procedures and annually updated regulations. If updates are necessary, revised policies may be documented and presented for Board approval.	Charter Impact with North School support

Coversheet

Conflict of Interest Policy

Section: V. Governance
Item: G. Conflict of Interest Policy
Purpose: FYI
Submitted by:
Related Material: Feather River Revised Nonprofit Conflict of Interest Policy V2.pdf

BACKGROUND:
This is a copy of the current Conflict of Interest Policy. No changes are expected for 2021-22. Governing Board members will sign new Conflict of Interest Code in July 2021.

Points of discussion:

- Gained material interest
- Influence as a board member

REVISED NONPROFIT CONFLICT OF INTEREST POLICY
OF
FEATHER RIVER CHARTER SCHOOL

Purpose

Section 1.1. This Revised Nonprofit Conflict of Interest Policy (this "Policy") has been adopted and approved by the Board of Directors of Feather River Charter School (the "Corporation") for the purposes of (1) protecting the Corporation's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an Interested Person (as defined hereinafter) or might result in a possible excess benefit transaction; and (2) establishing policies and procedures to be adhered to and implemented by the Corporation whenever it is contemplating entering into such transactions or arrangements, and whenever determining appropriate levels of compensation, direct and indirect, including benefits and perquisites for any Interested Person. The Corporation and each director, officer, member of a committee with Board-delegated powers, and key employee intends to comply with this Policy in such a manner so as to avoid any "excess benefit transaction" that would be subject to intermediate sanctions and excise taxes under section 4958 of the Internal Revenue Code of 1986, as amended (the "Code"). This Policy also is intended to supplement, but not replace, any applicable federal or state laws governing conflicts of interest applicable to nonprofit and charitable corporations, and the Corporation shall comply with the requirements of each such federal or state law in addition to the requirements of this Policy.

Section 1.2. The Corporation is a nonprofit corporation duly organized and existing under the laws of the state of California, which shall apply for a determination by the Internal Revenue Service that the Corporation is exempt from income tax under section 501(c)(3) of the Code, and as such is organized and operated exclusively for charitable, educational, and scientific purposes, not for pecuniary profit, and no part of the net earnings of the Corporation shall inure to the benefit of any person or non-exempt entity.

Article II
Definitions

Section 2.1. Interested Person

Any director, officer, member of a committee with Board-delegated powers, or key employee, as defined below, who has a direct or indirect financial interest, as defined below, is an interested person ("Interested Person").

Section 2.2. Financial Interest

A person has a "financial interest" if the person has, directly or indirectly, through business, investment or family, any of the following:

a. an ownership or investment interest in any entity with which the Corporation has a transaction or arrangement, or

b. a compensation arrangement with the Corporation or with any entity or individual with which the Corporation has a transaction or arrangement, or

c. a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Corporation is negotiating a transaction or arrangement.

"Compensation" includes direct and indirect remuneration, as well as gifts or favors that are not insubstantial, benefits, perquisites, reimbursements for personal expenses, or entitlements relating to personal uses of property or service rights of the Corporation.

A financial interest is not necessarily a conflict of interest. Under Section 3.2, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

Section 2.3. Key Employee

A person is a "key employee" if he or she meets the three tests set forth for that term in the Glossary to the Instructions to Form 990 Return of Organization Exempt from Income Tax. Those tests generally provide that a key employee is an employee who has (i) reportable compensation from the Corporation and all related organizations, for the calendar year, in excess of $150,000; (ii) responsibilities similar to officers and directors or manages a discrete segment of the Corporation that represents at least 10% of its activities, assets, income, expenses, or capital budget; and (iii) is one of the 20 employees with the highest reportable compensation from the organization and related organizations for the calendar year.

Article III
Conflict Procedures

Section 3.1. Duty to Disclose

In connection with any actual or possible conflict of interest, an Interested Person must disclose the existence of his or her financial interest and all material facts to the Board of Directors of the Corporation (the "Board") or to any special committees with Board-delegated powers (e.g., conflicts or compensation committees) considering the proposed transaction or arrangement.

Section 3.2. Determining Whether a Conflict of Interest Exists

After disclosure of the financial interest and all material facts, and after any discussion with the Interested Person, he/she shall excuse himself/herself from the Board or committee meeting while the determination of whether a conflict of interest exists is discussed and voted upon. The remaining Board or committee members shall determine whether a conflict of interest exists.

Section 3.3. Procedures for Addressing the Conflict of Interest

a. An Interested Person may make a presentation at the Board or committee meeting, but after such presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement that results in the possible conflict of interest.

b. The Board or the committee shall undertake, or appoint a disinterested person or committee to undertake, an appropriate due diligence investigation, including an

analysis of all material facts related to the possible conflict of interest, collection of data on comparable arrangements or transactions, and the development and investigation of alternatives to the proposed transaction or arrangement.

c. After exercising due diligence, the Board or committee shall determine whether the Corporation can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

d. If a more advantageous transaction or arrangement is not reasonably attainable under circumstances that would not give rise to a conflict of interest, the Board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Corporation's best interest and for its own benefit and charitable, educational, and scientific purposes and whether the transaction is fair and reasonable to the Corporation, and shall make its decision as to whether to enter into the transaction or arrangement in conformity with such determinations.

e. Compliance with California Corporations Code section 5233 regarding self-dealing transactions in applicable circumstances shall constitute compliance with the requirements of this policy.

Section 3.4. Violations of the Conflict of Interest Policy

a. If the Board or committee has reasonable cause to believe that a director, officer, or key employee has failed to disclose an actual or possible conflict of interest, it shall inform such person of the basis for such belief and afford such person an opportunity to explain the alleged failure to disclose.

b. After hearing the response of such person and making such further investigation as may be warranted under the circumstances, if the Board or committee determines that the director, officer, or key employee is an Interested Person and has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action. Prompt corrective action must be required in order to avoid the second-tier penalty tax under section 4958 of the Code and other additional liability and must include full restitution to the Corporation.

Article IV
Records of Proceedings

Section 4.1. The minutes of the Board and any special committee with Board-delegated powers shall contain the following:

a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the decision of the Board or committee as to whether a conflict of interest exists.

b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection therewith.

Article V
Compensation Procedures

Section 5.1. No Interested Person shall vote on any matter relating to his or her compensation, irrespective of whether said compensation is received directly or indirectly from the Corporation. No Interested Person, however, is prohibited from providing information to the Board or a committee regarding compensation, including factual data on comparable compensation for comparable services or the reasonableness of the proposed compensation.

Section 5.2. The Corporation shall endeavor to ensure that all compensation arrangements affecting Interested Persons are objectively reasonable, based on the relevant market for persons of comparable skills, training, education and experience and performing similar duties for comparable organizations under similar conditions and circumstances. The Corporation shall consider and give due weight to studies published by third parties regarding rates of compensation whenever and, to the extent that, such studies are reliable, comparable and available.

Article VI
Annual Statements

Section 6.1. Each director, officer, member of a committee with Board-delegated powers, and key employee shall annually sign a statement which affirms that such person:

a. has received a copy of this Policy of the Corporation,

b. has read and understands this Policy,

c. has agreed to comply with this Policy, and

d. understands that the Corporation is a charitable organization and that in order to maintain its federal tax exemption, it must engage primarily in activities which accomplish one or more of its stated charitable, educational, and scientific purposes and do not result in private inurement or unreasonable or excessive economic benefit to private individuals or entities.

Article VII
Periodic Reviews

Section 7.1. To ensure that the Corporation operates in a manner consistent with its charitable, educational, and scientific purposes and that it does not engage in activities that could jeopardize its status as an organization exempt from federal income tax, the Corporation shall conduct periodic reviews of its compensation arrangements and any other transactions or arrangements that may provide a financial interest to any Interested Person. The periodic reviews shall, at a minimum, include the following subjects:

a. Whether compensation arrangements are reasonable, based on competent survey information, and the result of arms-length bargaining,

b. Whether transactions of the Corporation result in private inurement or impermissible private benefit,

c. Whether transactions and arrangements with third parties conform to written policies, including this Policy, are properly recorded, reflect reasonable payments for goods and services, further the Corporation's charitable, educational, and scientific purposes, and do not result in private inurement, impermissible private benefit or in an excess benefit transaction, and

d. Whether the Corporation's expense reimbursement procedures are adequate in terms of required documentation, whether persons seeking reimbursement are complying with these procedures, and whether such expenses relate to furthering the Corporation's charitable, educational, and scientific purposes and do not result in private inurement or impermissible private benefit.

Article VIII
Use of Outside Experts

Section 8.1. In determining whether a conflict of interest exists, determining compensation or conducting the periodic reviews required by this Policy, the Corporation may, but need not, use outside advisors and consultants. If outside experts are used, their use shall be documented, but shall not relieve the Board of its responsibility for ensuring that periodic reviews are conducted in accordance with this Policy.

Article IX
California Government Code section 1090

Section 9.1. To the extent required by law, the Corporation shall comply with Article 4 (commencing with section 1090) of Chapter 1 of Division 4 of Title 1 of the California Government Code as applicable and with regard to its charter school operations.

Article X

Section 10.1. This policy shall supersede the prior conflict of interest policy adopted by the Corporation, but shall supplement any Conflict of Interest Code adopted by the Corporation in compliance with the Political Reform Act of 1974 (Title 9 (commencing with section 81000) of the California Government Code).

Adopted by the Board of Directors of Feather River Charter School, on September 8, 2019, effective immediately.

AGREEMENT TO COMPLY
WITH
REVISED NONPROFIT CONFLICT OF INTEREST POLICY

I, a director, officer, member of a committee with Board-delegated powers, or key employee, hereby state that I have received a copy of the Revised Nonprofit Conflict of Interest Policy of Feather River Charter School, have read it and understand it, and hereby agree to comply with this Policy. I understand that I will engage only in activities to further the charitable, educational, and scientific purposes of this Corporation, which will not result in private inurement, unreasonable private benefit, or acts of self-dealing.

Signature: _____

Print name: _____

Date: _____