



# Three Rivers Charter School

## Regular Board Meeting

**Date and Time**

Tuesday March 19, 2019 at 5:30 PM PDT

**Location**

1211 Del Mar Drive, Fort Bragg, CA, 95437

Board meetings are held in public. The agenda provides any citizen an opportunity to directly address the Board under the section entitled “Community Comment” on any item under the subject matter jurisdiction of the Board that is not on the agenda. The Public will be provided an opportunity to address the Board on agenda items before or during the Board’s deliberation. To request a matter within the jurisdiction of the Board be placed on the agenda of a regular meeting, please submit your request in writing to the School Director or Board President at least 10 days before the scheduled meeting date. Any writings distributed either as part of the Board packet, or within 72 hours of a meeting, can be viewed at the school: 1211 Del Mar Drive, Suite 301, Fort Bragg, CA 95437. In compliance with Government Code section 54954.2(a) Three Rivers Charter School will, on request, make agendas available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof. Individuals who need this agenda in an alternative format or who need a disability-related modification or accommodation in order to participate in the meeting should contact the school at (707) 964-1128 at least 72 hours prior to the meeting.

**Agenda**

	Purpose	Presenter	Time
<b>I. Opening Items</b>			<b>5:30 PM</b>
A. Call the Meeting to Order		Jody Stickels	1 m
B. Record Attendance and Guests		Isabel Saldana	5 m
C. Changes to the Agenda?	Discuss	Jody Stickels	5 m
<b>II. Community Comment</b>			<b>5:41 PM</b>
A. Community Comment	Discuss	Jody Stickels	20 m
Each person wanting to speak may have 3 minutes to make their statements. The Board will not comment unless it is to quickly clarify a procedure, process or policy.			
<b>III. Reports</b>			<b>6:01 PM</b>
A. Financial Report	Discuss	Jennifer Tyler	10 m

Present overview of financial status of school. Note any financial irregularities or items to be investigated.

<b>B. Student Representative Report</b>	Discuss	Jody Stickels	10 m
Hear from the students!			
<b>C. Teacher Write-Ups</b>	Discuss	Jody Stickels	10 m
<b>D. Director's Report</b>	Discuss	Roger Coy	20 m
Director to report on school testing improvement process, demographics programs, MTSS update, financial issues, update on programs and any other outstanding issues			
<b>E. Academic Excellence Committee Report</b>	FYI	Jade Tippet	10 m
<b>F. Governance Committee Meeting Report</b>	Discuss	Jaimi Parsons	10 m
Review discussions and actions of last meeting.			
<b>G. Nutritional Meal Committee</b>	Discuss	Michael Wasco	10 m
Updates			

**IV. Discussion and Action Items 7:21 PM**

<b>A. Discuss Bylaws as Pertaining to Committees</b>	Discuss	Roger Coy	15 m
Discuss changes to Article VII, Section 23, of the bylaws.			
<b>B. Vote on Changes to Bylaws</b>	Vote	Jody Stickels	5 m
Vote on changes to the bylaws.			
<b>C. Nutritional Meal</b>	Discuss	Roger Coy	20 m
AB 1871 Requires all schools to provide at least 1 nutritional meal starting in the 19-20 school year. Propose program to Board.			
<b>D. Adopt Nutritional Meal Program</b>	Vote	Jody Stickels	5 m
Adopt Nutritional Meal Program			
<b>E. Auditor - Letter of Engagement</b>	Discuss	Roger Coy	15 m
Discuss New Auditor			
<b>F. Accept Auditor Letter of Engagement</b>	Vote	Jody Stickels	5 m
Approve acceptance of auditor and authorize payment			
<b>G. Discuss and Approve Special Ed Encroachment Payment</b>	Vote	Jody Stickels	5 m

**V. Closed Session 8:31 PM**

<b>A. Discuss Terms for Facilities Proposal</b>	Discuss	Roger Coy	15 m
Cal. Code 54956.8. Current status of proposals and action items. Review 860 Hazelwood.			
<b>B. Adopt Terms and Procedure Regarding Property</b>	Vote	Jody Stickels	5 m

**VI. Reporting Out 8:51 PM**

<b>A. Items to Report Out</b>	FYI	Jody Stickels	5 m
Action Items taken during closed session.			

**VII. Additional Action Items 8:56 PM**

<b>A. Adopt Board Meeting Minutes</b>	Approve Minutes	Jody Stickels	5 m
Please review prior to meeting. Approve minutes for Regular Board Meeting on February 26, 2019			
<b>B. Announce Terms of Assist. Dir Contract</b>	Discuss	Roger Coy	10 m

Announce terms.

- |                                       |      |               |     |
|---------------------------------------|------|---------------|-----|
| <b>C.</b> Accept Assist. Dir Contract | Vote | Jody Stickels | 5 m |
| Accept previously discussed contract. |      |               |     |

**VIII. Closing Items**

**9:16 PM**

- |                           |     |               |     |
|---------------------------|-----|---------------|-----|
| <b>A.</b> Adjourn Meeting | FYI | Jody Stickels | 5 m |
|---------------------------|-----|---------------|-----|

# Cover Sheet

## Teacher Write-Ups

**Section:** III. Reports  
**Item:** C. Teacher Write-Ups  
**Purpose:** Discuss  
**Submitted by:**  
**Related Material:** Teacher Write-Ups 3-19-19.pdf

## Teacher Write-Ups 3-19-19

1-2

Spring has sprung in the grades 1/2 classroom! We'll be learning about the Equinox this week. We are still focussing on marine mammals and the ocean in science as well with a field trip to Point Cabrillo the first week of April. My class takes this trip each year and curriculum focus rotates. This year we'll be learning more about whales with the Point Cabrillo naturalists. In language arts we are beginning our final book of a module called "Creature Features" this week. The students had an introduction to typing last week as they typed a sentence to accompany their illustration of two animals. The illustrations and sentences will be in a class book called "Creature Features" that we'll "publish" this week. In math the first graders are learning to tell time to the hour and half hour and second grade is reviewing that while practicing subtracting three digit numbers.

We are looking forward to the school wide "No One Eats Alone" picnic the three legged race that is planned for Monday after a couple weeks of postponing due to rain. Another exciting piece of school news is the playground tire project. I picked up some old tires from Coast Tires and the Junior High painted them bright colors. Our plan is to link them all together to create a new play structure for my young students since the boat has sailed to the dump. My class is excited for something new on the playground.

Please get in touch with any questions!

Thanks,

Kim

3-4

From the 3-4 classroom

Students really enjoyed researching marine animals for the Noyo Science Fair. Student engagement and enthusiasm were very high for every aspect of the project including research (using a template and links I had found and loaded into Google Classroom) and the hands-on construction. Student teams of two worked collaboratively on an assigned species of pelagic creature indigenous to our local waters.

The Noyo Center Project coincides with the Sea Module we are working on for our ELA Wit and Wisdom. Yes, I planned it that way, and it actually worked out!! Presently, we are studying the nonfiction book by Dan Yaccarino, "The Fantastic Undersea Life of Jacques Cousteau."

Kids are now presenting their oral presentations and hands-on project for Native Americans (grade 3) and California Missions (grade 4). Students (and parents) have done an exceptional job with this task this year.

Students look forward to a field trip on the 26th to see a live dance performance of Magic School Bus at the Luther Burbank Center in Santa Rosa. We will also stop by the fish hatchery

at Lake Sonoma afterward as we have in times past. It is possible that the steelhead are running back to the hatchery right now, but it will be enlightening whether they are or are not running.

Thank you for the hard work and gazillions of hours you guys all give up to serve our school and kids!

5-6

Hi Board Members,

This week in 5/6 we are finishing up our human body system reports and posters. We used Ms. Morgan's kids as our outline models for the posters, which was great fun. Student groups will be presenting next week. Today, we took a break from the human body project to play with engineering concepts. Working with a set of materials and a partner, students explored simple machines, creating balances and pulley systems. Afterward, they shared their ideas with classmates before dismantling their work in preparation for the next phase.

In Language Arts, we are reading and listening to different versions of The Odyssey. Students are learning about the hero story arc and preparing to write their own fictional works. Interest is high as students are tackling concepts like hubris and humility, as well as the boundaries of duty, responsibility, and self-control. I am so impressed with students' thoughtful responses to these challenging questions. (It's getting pretty deep around here.)

Linda Tulley

7

Hello everyone!

We have had an exciting and busy month! The students completed the school science fair, where they had to make and present a project where they had to explain what they did using the scientific method. We had examples from, "Which solar panel model melts butter the fastest," to "Are People More Left Brained or Right Brained." The students had a lot of fun and I had a lot of fun looking at all of the completed projects.

In science we have been studying plate tectonics, and how humans have impacted the Earth's natural resources and how the natural resources formed due to plate tectonics. The students will have a quiz next week on this topic.

In 7th grade English the students are wrapping up their unit on "What can change a persons life" by writing their unit paper and presenting their presentation.

In personal news I have learned that the baby is a girl, and I am eagerly awaiting her arrival in early July.

Have a great week.

Dani

8

This month in the Junior High Classroom we really enjoyed engineering and participating in the display that our school sent to the Noyo Marine Science Center Fair. Each of the students got to decide between participating as artists, engineers, or helpers and support for the final project. The kids did a wonderful job working together and learning and practicing grit as they encountered problems all under a very tight deadline of one week.

They also have been studying more about the history of China focusing on the teachings of Confucius which closely align with our REACH values.

The 8th grade students are busy in math with a new unit on exponents. They all did the best ever on the test on statistics and graphing data! In English they are working on writing argumentative essays.

As the weather has warmed up the garden is starting to go at full speed. The students have lots of baby seedlings they are keeping track of from peas to broccoli to celery and baby tomatoes. They were able to make Kale chips which they shared with other classes using Kale they grew themselves! They are now learning how to use chemistry to do soil tests for nitrogen, phosphorus and potassium and pH levels.

Let me know if you have any questions.

Sincerely,  
Kathleen Kasperson

# Cover Sheet

## Director's Report

**Section:** III. Reports  
**Item:** D. Director's Report  
**Purpose:** Discuss  
**Submitted by:**  
**Related Material:** Director's Report 3-19-19.pdf



### Director's Report 3-19-19

- La Familia - March 23 1-4 pm.
- Reading Program - Started and is going fine.
- Classroom Observations
- Triple P Presentation - Positive Parenting Program

# Cover Sheet

## Nutritional Meal

**Section:** IV. Discussion and Action Items  
**Item:** C. Nutritional Meal  
**Purpose:** Discuss  
**Submitted by:**  
**Related Material:** TRCS\_Recommendation for School Meal Program.pdf

## Recommendation for School Meal Program

Roger Coy, Jaime Ries and Michael Wasco

After reviewing the data gathered by our committee we came up with some initial questions and answers that we based our recommendation on. Some of those Q&A are here:

1. Breakfast or Lunch –
  - a. Breakfast would disrupt the current flow and schedule of the classrooms. Also it was determined the cleanup is more time intensive and the logistics of picking up and storing meals before classes is too much to consider at this time. We are recommending, at least for this first year, NOT to offer breakfast at TRCS.
  - b. **Our recommendation** is for TRCS to offer lunches at no cost to the children who qualify for reduced or free lunches based on the qualification analysis done by Mr. Coy (approximately 73 children at the time of this March 2019 board meeting). The remaining students (approximately 35 children) will be offered lunch at cost.
2. Hot or Cold Lunches –
  - a. **Our recommendation** is to have COLD lunches. The reason for this recommendation is that after preparation by Fort Bragg Unified, a designated person from TRCS will pick up the lunches, stage them at the school, and then serve them. Because of the timeline and the meal not being prepared at our site, the HOT meals will be a soggy, wet, and cold—generally unappealing. With a cold lunch, the transport, storage, and staging will be much easier while still meeting all the School Nutritional Program requirements, but providing the same visual and taste quality as when it leaves Fort Bragg Unified to TRCS.
3. Offer vs Serve or Traditional Lunch
  - a. Offer Versus Serve (OVS) is a concept that applies to menu planning and the meal service. OVS allows students to decline some of the food offered in a reimbursable lunch or breakfast. Students, servers, and cashiers must be able to identify what constitutes a reimbursable meal. The NSLP regulation at 7 CFR 210.10(a)(2) requires that schools identify, near or at the beginning of serving lines, what foods constitute unit priced reimbursable meals. Schools using OVS must also identify what a student must select in order to have a reimbursable meal under OVS.
  - b. **Our Recommendation** is to serve a traditional lunch, where every student is given the same lunch without choices of foods they can OMIT. By utilizing this method, the server and cashiers are sure that each student meets the reimbursement standard. Traditional/Pre-plated meals are those that offer all

food components or food items in the quantities required for each grade group in an entirely or partially pre-served manner. Pre-plated meals must include at least the daily minimum quantities required under the applicable meal pattern. This system is often used by schools that have logistical and storage limitations, such as facility or space restrictions or situations where children are unable to have an area to select from a variety of foods offered.

4. Milk Direct Delivery from vendor or from FBUSD
  - a. **Our Recommendation** is to utilize FBUSD to store and offer for delivery with the lunches daily MILK. At this juncture we do not have the electrical backup or the refrigeration to store 300+ milks per delivery. FBUSD has stated they can store and do daily delivery/packaging with the lunches.
  - b. For TRCS to take delivery and store milk would require capitol expenditures for a generator for power outages (as a food it must meet the food safety standards for cooling and refrigeration) as well as a refrigerator that would meet or exceed the capacity required. With our space limitations we did not feel this would be justifiable at this point.
5. Food Pickup – Number of Lunches
  - a. **Our Recommendation** is that a designated TRCS staff member will pick up the lunches daily at FBUSD and bring them to the TRCS campus around 11 a.m. to prepare for serving the lunches.
  - b. Also, we will provide lunch daily to all students who qualify for free or reduced lunch at no cost. But to minimize waste, we are recommending weekly orders due by Friday of the previous week to get a count on the paid lunches that we will also be ordering and bringing to TRCS. We don't want to bring, pay, and dispose of 35 lunches that are not eaten.
6. Payment/Account Tracking/Compliance
  - a. **We are recommending** that TRCS utilize an online payment and tracking system. This will allow parents to fund their school accounts and allow the school to track for reimbursement who received a lunch on a given day and have the reports available for auditing purposes.
7. Transport
  - a. TRCS will need to purchase coolers for transporting the food from FBUSD to TRCS. **Our Recommendation** is to purchase soft-sided insulated bags. They will be easy to store when not in use, they are compact, and they meet the insulation requirements for food and milk.

Below is a table of the costs associated with our recommendation of LUNCH as well as the allocated estimated reimbursement.

<b>Nutritional Program Costs - Using FBUSD</b>		<b>Total TRCS Students - 108</b>	
<b>Program</b>	<b># Students</b>	<b>State Reimbursement</b>	<b>FBUSD Cost to TRCS</b>
<b>Type</b>	<b>TRCS</b>	<b>Lunch/EA</b>	
Reduced	20	\$ 2.91	\$ 5.00
Free	53	\$ 3.31	\$ 5.00
Paid	35	\$ -	\$ 5.00
<b>Cost for TRCS Lunch - Annual</b>	<b># of Days/Year Meals Provided</b>	<b>Yearly Cost - Reduced and Free</b>	
	180	\$ 65,700.00	
<b>Reimbursement from State</b>	<b>Reduced</b>	<b>Free</b>	<b>Total Reimbursement</b>
	\$ 10,476.00	\$ 31,577.40	\$ 42,053.40
<b>Annual TRCS Costs After Reimbursement - LUNCH</b>			<b>\$23,646.60</b>

# Cover Sheet

## Auditor - Letter of Engagement

**Section:** IV. Discussion and Action Items  
**Item:** E. Auditor - Letter of Engagement  
**Purpose:** Discuss  
**Submitted by:**  
**Related Material:** Auditor Proposal.pdf



March 8, 2019

Three Rivers Charter School  
1211 Del Mar Drive, Suite 301  
Fort Bragg, CA 95437

We are pleased to confirm our understanding of the services we are providing for Three Rivers Charter School for the year ending June 30, 2019, with the option to renew for the years ending June 2020 and 2021. We will audit the statement of financial position of Three Rivers Charter School as of June 30, 2019, 2020 and 2021, and the related statements of activities, and cash flows for the years then ended. Also, the following supplementary information accompanying the financial statements will be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, in accordance with auditing standards generally accepted in the United States of America, and our auditor's report will provide an opinion on the supplementary information in relation to the financial statements as a whole.

1. Charter Organizational Structure
2. Schedule of Average Daily Attendance
3. Schedule of Instructional Time
4. Reconciliation of Financial Reports – Alternative Form with Audited Financial Statements
5. Schedule of Expenditures of Federal Awards (if Uniform Guidance applies\*)

In addition, we will prepare the Federal and State tax returns for fiscal year ending June 30, 2019, with the option to renew for the years ending June 2020 and 2021.

Christy White, CPA

Michael D. Ash, CPA

John Whitehouse, CPA

Heather Daud Rubio

SAN DIEGO

LOS ANGELES

SAN FRANCISCO/BAY AREA

**Corporate Office:**

348 Olive Street  
San Diego, CA 92103

toll-free: 877.220.7229

tel: 619.270.8222

fax: 619.260.9085

www.christywhite.com

*Licensed by the California  
State Board of Accountancy*

*\*A Federal Single Audit under Uniform Guidance is applicable in any year that Three Rivers Charter School expends more than \$750,000 in Federal funds.*

### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the third paragraph when considered in relation to the financial statements taken as a whole. The objective also includes reporting on:

- Internal control related to the Agencies' financial statements and compliance with the provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), *Audits of States, Local Governments, and Non-Profit Organizations*, if applicable.
- The types of compliance requirements described in the *Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, prescribed in Title 5, *California Code of Regulations*, section 19810.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. If applicable, the Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; the provisions of the Uniform Guidance, if applicable, and *Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, prescribed in Title 5, *California Code of Regulations*, section 19810, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, if applicable, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the governing board of Three Rivers Charter School. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.



### **Audit Procedures-General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the Three Rivers Charter School. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

### **Audit Procedures-Internal Controls**

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance (if applicable), we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of the controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance, if applicable.

#### **Audit Procedures – Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Three Rivers Charter School's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *Uniform Guidance Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Three Rivers Charter School's major programs. The purpose of those procedures will be to express an opinion on Three Rivers Charter School's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance, if applicable. A Federal Single Audit under Uniform Guidance becomes applicable when Three Rivers Charter School expends more than \$750,000 in Federal funds in any given year.

#### **Tax Preparation Services**

We will prepare your annual informational returns for the IRS (Form 990 or 990-EZ, as appropriate) and Franchise Tax Board (Form 199) with supporting schedules, and perform related research as considered necessary. This engagement pertains to the years per above. Our responsibilities do not include preparation of any other tax returns that may be due to any taxing authority. Each annual engagement will be complete upon the delivery of completed returns to you.

It is your responsibility to provide us with all the information required for preparing complete and accurate returns. You are responsible for the safeguarding of assets, the proper recording of transactions in the books of accounts, the substantial accuracy of the financial records, and the full and accurate disclosure of all relevant facts affecting the return(s) to us.

We may provide you with a questionnaire or other document requesting specific information. Completing those forms will assist us in making sure you are well served for a reasonable fee. You represent that the information you are supplying to us is accurate and complete to the best of your knowledge and that you have disclosed to us all relevant facts affecting the returns. We will not verify the information you give us; however, we may ask for additional clarification of some information.

You also have final responsibility for the tax return and, therefore, the appropriate officials should review the return carefully before an authorized officer signs and files it.

You are responsible for making all management decisions and performing all management functions; for designating an individual with suitable skill, knowledge, or experience to oversee the bookkeeping and tax services we provide; and for evaluating the adequacy and results of the services performed and accepting responsibility for such services.

If, during our work, we discover information that affects your prior-year tax returns, we will make you aware of the facts. However, we cannot be responsible for identifying all items that may affect prior-year returns. If you become aware of such information during the year, please contact us for the best resolution of the issue.

Our work in connection with the preparation of the tax return(s) does not include any procedures designed to discover defalcations or other irregularities, should any exist. The returns will be prepared solely from information provided to us without verification by us.

In accordance with federal law and under no circumstances will we disclose your tax return information to any location outside the United States, to another tax return preparer outside of our firm for purposes of a second opinion, or to any other third party for any purpose other than to prepare your return without first receiving your consent.

The IRS permits you to authorize us to discuss, on a limited basis, aspects of your return for one year after the due date of the return. Your consent to such a discussion is evidenced by checking a box on the return. Unless you tell us otherwise, we will check that box authorizing the IRS to discuss your return with us.

Certain communications involving tax advice are privileged and not subject to disclosure to the IRS. By disclosing the contents of those communications to anyone or by turning over information about those communications to the government, you, your employees, or agents, may be waiving this privilege. To protect this right to privileged communication, please consult with us or your attorney prior to disclosing any information about our tax advice. Should you decide that it is appropriate for us to disclose any potentially privileged communication; you agree to provide us with written advance authority to make that disclosure.

Should we receive any request for the disclosure of privileged information from any third party, including a subpoena or IRS summons, we will notify you. In the event you direct us not to make the disclosure, you agree to hold us harmless from any expenses incurred in defending the privilege, including, by way of illustration only, our attorney's fees, court costs, outside adviser's costs, or penalties or fines imposed as a result of your asserting the privilege or your direction to us to assert the privilege. The return(s) may be selected for review by the taxing authorities.

In the event of an audit, you may be requested to produce documents, records, or other evidence to substantiate the items of income and deduction shown on a tax return. Any proposed adjustments by the examining agent are subject to certain rights of appeal. In the event of a tax examination, we will be available, upon request, to represent you. However, such additional services are not included in the fees for the preparation of the tax return(s).

### **Other Services**

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of Three Rivers Charter School in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These non-audit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

### **Management Responsibilities**

Management is responsible for (1) establishing and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements.

You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, if applicable (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others.



In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, if applicable, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance., if applicable, You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon.

Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; if applicable (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; if applicable (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on the organization's website, you understand that electronic sites are a means to distribute information, and therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes, and any other non-audit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the non-audit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

**Engagement Administration, Fees, and Other**

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

If a Federal Single Audit under Uniform Guidance is performed, we will complete the appropriate section of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through and/or granting entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the audit period.

The audit documentation for this engagement is the property of Christy White Associates and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to the Comptroller General of the United States or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Christy White Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release or for any additional period requested by the State Controller’s Office. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the parties contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit as soon as possible and to issue our reports no later than December 15. The maximum annual fee for auditing services under the terms of this agreement shall not exceed the following agreed upon amounts:

	<u>2018-19</u>	(optional) <u>2019-20</u>	(optional) <u>2020-21</u>
Audit Services	\$ 5,500	\$ 5,500	\$ 5,500
Tax Preparation	1,000	1,000	1,000
<b>Total Professional Services</b>	<b>\$ 6,500</b>	<b>\$ 6,500</b>	<b>\$ 6,500</b>

*\*If Federal Single Audit under Uniform Guidance becomes applicable during any given year, an additional \$2,000 will be added to the annual audit services fee.*

The maximum annual fee for auditing services shall not exceed the above amounts, with the exception that any auditing services provided for (1) significant changes in audit requirements as stated in *Government Auditing Standards* or the Audit Guide issued by the Education Audit Appeals Panel, or (2) any changes in the number of funds or accounts maintained by the Three Rivers Charter School during the period under this agreement, shall be in addition to the above maximum fee

Our invoices for these fees will be rendered upon completion of fieldwork as follows: 25% of contract upon completion of site testing, 25% of contract upon completion of interim testing and 50% of contract upon completion of year end fieldwork and are payable on presentation. In accordance with Education Code Section 14505 as amended, ten percent (10%) of the audit fee shall be withheld pending certification of the audit report by the Office of the State Controller and fifty percent (50%) of the audit fee shall be withheld for any subsequent year of a multi-year contract if the prior year’s audit report was not certified as conforming to the reporting provisions of the Audit Guide.

If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

If any dispute arises among the parties hereto, the parties agree to first try in good faith to settle the dispute by mediation under Rules for Professional Accounting and Related Services Disputes before resorting to litigation. Costs of any mediation proceeding shall be shared equally by all parties.

Client and accountant both agree that any dispute over fees charged by the accountant to the client will be submitted for resolution by arbitration. Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that in the event of a dispute over fees charged by the accountant, each of us is giving up the right to have the dispute in a court of law before a judge or jury and instead we are accepting the use of arbitration for resolution.

This audit contract is null and void if the firm is declared ineligible to audit K-12 school districts pursuant to subdivision (c) of Education Code Section 41020.5. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

The first period to be audited shall be for the fiscal year ending June 30, 2019 and is subject to extension for up to two additional fiscal years, if agreeable to the auditors and the Organization. The agreement may be cancelled annually if notified by the client or auditor by February 15 of each year. Additional extensions beyond 2021 may be secured on a year by year basis, subject to the agreement of the Organization and the auditor.

In accordance with *Government Auditing Standards*, upon request, we will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract.

Christy White Associates has a non-licensee owner who may provide client services in your contract under the supervision of licensed owner.



We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



Christy White, CPA  
President  
Christy White Associates

RESPONSE:

This letter correctly sets forth the understanding of Three Rivers Charter School.

Please check your selection:

Audit Only

Audit and Tax Preparation

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

# Cover Sheet

## Adopt Board Meeting Minutes

**Section:** VII. Additional Action Items  
**Item:** A. Adopt Board Meeting Minutes  
**Purpose:** Approve Minutes  
**Submitted by:**  
**Related Material:** Minutes for Regular Board Meeting on February 26, 2019



## Three Rivers Charter School

# Minutes

## Regular Board Meeting

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### **Date and Time**

Tuesday February 26, 2019 at 5:30 PM

### **Location**

1211 Del Mar Drive, Fort Bragg, CA, 95437

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Board meetings are held in public. The agenda provides any citizen an opportunity to directly address the Board under the section entitled "Community Comment" on any item under the subject matter jurisdiction of the Board that is not on the agenda. The Public will be provided an opportunity to address the Board on agenda items before or during the Board's deliberation. To request a matter within the jurisdiction of the Board be placed on the agenda of a regular meeting, please submit your request in writing to the School Director or Board President at least 10 days before the scheduled meeting date. Any writings distributed either as part of the Board packet, or within 72 hours of a meeting, can be viewed at the school: 1211 Del Mar Drive, Suite 301, Fort Bragg, CA 95437. In compliance with Government Code section 54954.2(a) Three Rivers Charter School will, on request, make agendas available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof. Individuals who need this agenda in an alternative format or who need a disability-related modification or accommodation in order to participate in the meeting should contact the school at (707) 964-1128 at least 72 hours prior to the meeting.

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### **Directors Present**

J. Parsons, J. Ries, J. Stickels, J. Tippet, J. Tyler, M. Wasco

### **Directors Absent**

I. Saldana

### **Guests Present**

Becky Walker, Chelsea McFadden, Elijah Tyler, Kim Morgan, Kiumars Arzani, R. Coy

## **I. Opening Items**

### **A. Call the Meeting to Order**

J. Stickels called a meeting of the board of directors of Three Rivers Charter School to order on Tuesday Feb 26, 2019 @ 5:30 PM at 1211 Del Mar Drive, Fort Bragg, CA, 95437.

### **B. Record Attendance and Guests**

### **C. Changes to the Agenda?**

Tabled Section 4 items E & F

## **II. Reports**

### **A. Financial Report**

Apx \$1.2MM in reserves

Scott Warner - Financial report - findings are that TRCS is in good standing

### **B. Student Representative Report**

5 & 6 and 7 & 8 Grades

Working on Marine Science projects because the Noyo center is opening soon.  
Working on boxes with marine life scenes.  
Students are generally happy with no complaints. Appreciated the week off.

Ms. Tulley has returned to the classroom. Everyone is happy she is back, but they really enjoyed Ms. Adams.  
Joden Stickels presented

### **C. Teacher Write-Ups**

Ms. Morgan's write up was comprehensive and the reports are much clearer. The board appreciates the time the teacher's take to compile these reports.

### **D. Director's Report**

Low performing student grant - Reading program - will vote on tonight  
Special Ed invoice from FBUSD \$69,000 for 2nd semester 2019 - \$30K increase for entire year over last year. Caused from increase in cost over the entire program. 8% cut in SELPA with increase in Special Ed costs.

### **E. Academic Excellence Committee Report**

Jade Tippett - Power outage caused cancellation of last meeting.  
Rescheduled for 2/27/19.

### **F. Governance Committee Meeting Report**

No Report

## **III. Discussion and Action Items**

### **A. Discuss Bylaws as Pertaining to Committees**

Tabled - Roger will consult with Becky, Kiumars and return to the board with a more details for the board to make an informed decision

**B. Vote on Changes to Bylaws**

Tabled

**C. Nutritional Meal**

Discussed costs of instituting a breakfast/lunch or both program

Becky informed us that there are a lot of requirements when receiving state \$

Roger is receiving additional training on nutritional requirements

Plan for storage (refrigerated for milk) vegan, vegetarian diets.

Cost of disposal

If you are receiving state monies - you will get audited - can't take or donate unused food (gift of public funds).

**D. Adopt Nutritional Meal Program**

Jody made a motion to form a sub-committee comprised of 2 board members to obtain additional information related to compliance within the food program.

Seek vendors and determine actual costs to make a proposal to the board prior to the board implementation.

Jaime Ries 2nd'd

motion carried unanimously

Jaime and Michael volunteered to sit this committee

**E. Discuss Proposed Administrative Board Policy**

Tabled

**F. Adopt Proposed Administrative Board Policy**

Tabled

**G. Discuss with Consultant School Overview**

Kiumars recommendations:

- Require staff to visit other schools (collaborative to bring back ideas that work for other schools)
- Lack cohesiveness between classes - each class is doing great things - but there needs to be cohesive principals that feed through to all classes
- Utilization of technology - programs to allow engagement and comprehension of entire class (pose question and use clicker to determine the percentage of the class that is comprehending the material.

**IV. Closed Session**

**A. Discuss Terms for Facilities Proposal**

**B. Adopt Terms and Procedure Regarding Property**

J. Stickels made a motion to Make a purchase offer on 860 Hazelwood Dr., Fort Bragg.

M. Wasco seconded the motion.

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

**C. Discuss Addition of Assist. Director Position and Review Contract**

**D. Adopt Contract for Assistant School Director**

J. Tippett made a motion to Approve contract as submitted with changes recommended by the board.

J. Tyler seconded the motion.

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

**E. Discuss Terms and Review Contract for Reading Specialist**

**F. Adopt Reading Specialist Contract**

J. Ries made a motion to accept the Reading Specialist job description as submitted and approve the employment contract for Jinny Varnum.

J. Tippett seconded the motion.

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

**V. Reporting Out**

**A. Items to Report Out**

Will make a purchase offer for 860 Hazelwood Dr., Fort Bragg, CA after notifying FBUSD

Adopted Contract for Assistant school director - Kim Morgan

Adopted job description and employment contract for reading specialist - Jinny Varnum

**VI. Additional Action Items**

**A. Adopt Board Meeting Minutes**

J. Tippett made a motion to approve minutes from the Regular Board Meeting on 01-15-19.

M. Wasco seconded the motion.

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

**VII. Closing Items**

**A. Adjourn Meeting**

Adjourned @ 8:16 pm

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 8:16 PM.

Respectfully Submitted,  
J. Tyler